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COMMUNICATION FROM THE COMMISSION

on the European Citizens' Initiative (ECI) 'Stop Destroying Videogames'

1. INTRODUCTION: THE EUROPEAN CITIZENS' INITIATIVE

'Stop Destroying Videogames' is the 14th European citizens' initiative (ECI) submitted to the Commission for examination after reaching the thresholds¹ required by the Treaty on European Union and Regulation (EU) 2019/788² ('the ECI Regulation').

The organisers describe their objectives as follows.

Videogames have grown into an industry with billions of customers worth hundreds of billions of euros. During this time, a specific business practice in the industry has been slowly emerging that is not only an assault on basic consumer rights but is destroying the medium itself.

An increasing number of publishers are selling videogames that are required to connect through the internet to the game publisher, or "phone home" to function. While this is not a problem in itself, when support ends for these types of games, very often publishers simply sever the connection necessary for the game to function, proceed to destroy all working copies of the game, and implement extensive measures to prevent the customer from repairing the game in any way.

This practice is effectively robbing customers of their purchases and makes restoration impossible. Besides being an affront on consumer rights, videogames themselves are unique creative works. Like film, or music, one cannot be simply substituted with another. By destroying them, it represents a creative loss for everyone involved and erases history in ways not possible in other mediums.

Existing laws and consumer agencies are ill-prepared to protect customers against this practice. The ability for a company to destroy an item it has already sold to the customer long after the fact is not something that normally occurs in other industries. With license agreements required to simply run the game, many existing consumer protections are circumvented. This practice challenges the concept of ownership itself, where the customer is left with nothing after "buying" a game.

This initiative calls to require publishers that sell or license videogames to consumers in the European Union (or related features and assets sold for videogames they operate) to leave said videogames in a functional (playable) state.

Specifically, the initiative seeks to prevent the remote disabling of videogames by the publishers, before providing reasonable means to continue functioning of said videogames without the involvement from the side of the publisher.

The initiative does not seek to acquire ownership of said videogames, associated intellectual rights or monetization rights, neither does it expect the publisher to provide resources for the said videogame once they discontinue it while leaving it in a reasonably functional (playable) state.

¹ Article 3 of the ECI Regulation states that: 'An initiative is valid if: (a) it has received the support of at least one million citizens of the Union in accordance with Article 2(1) ('signatories') from at least one quarter of the Member States; and (b) in at least one quarter of the Member States, the number of signatories is at least equal to the minimum number set out in Annex I, corresponding to the number of the Members of the European Parliament elected in each Member State, multiplied by the total number of Members of the European Parliament, at the time of registration of the initiative.'

² Regulation (EU) 2019/788 of the European Parliament and of the Council of 17 April 2019 on the European citizens' initiative, OJ L 130, 17.5.2019, p. 55.

Following the organisers' request on 4 May 2024, the Commission registered the initiative on 19 June 2024³. The Commission made clear in its registration decision that even though it 'considers that none of the parts of the initiative manifestly falls outside the framework of the Commission's powers to submit a proposal for a legal act of the Union for the purpose of implementing the Treaties, that conclusion does not affect the assessment of whether the concrete substantive conditions required for the Commission to act, including compliance with the principles of proportionality and subsidiarity and compatibility with fundamental rights, would be met in this case.'

The organisers collected the required 'statements of support' (signatures) between 31 July 2024 and 31 July 2025. On 26 January 2026, after Member State authorities had verified the statements of support, the organisers submitted the initiative to the Commission. On the same date, the Commission published a notice confirming the validity of the initiative in the ECI register.

The organisers explained the initiative's objectives at a meeting with the Commission on 23 February 2026 and at a public hearing organised by the European Parliament on 16 April 2026. Furthermore, the Parliament held a plenary debate on the initiative on 21 May 2026. In addition, the European Economic and Social Committee organised a hearing on 19 May 2026. On these occasions, the organisers stressed that their initiative only targeted games yet to be developed, not those already commercially available.

This Communication sets out the Commission's legal and political conclusions on the initiative, the action it intends to take, its reasons for doing so and the envisaged timeline, in line with Article 15(2) of the ECI Regulation.

2. CONTEXT

2.1 Policy context

The Commission is committed to ensuring a high level of consumer protection and to promoting fair, transparent and trustworthy practices in digital markets, in line with the Treaties and EU legislation. In this context, it seeks to ensure that consumers are adequately informed about the characteristics and conditions of use of digital products and that they can effectively exercise their rights under EU law. At the same time, the Commission is also committed to ensuring a high level of protection of intellectual property in line with EU law, to foster investment in creativity and innovation.

The 2030 Consumer Agenda⁴, adopted by the Commission on 19 November 2025, sets out the strategic framework for EU consumer policy for 2025-2030. It is based on the premise that consumer trust is essential for markets to function properly and that a high level of consumer protection also contributes to competitiveness and economic performance. The Agenda includes a priority of ensuring digital fairness and online consumer protection.

³ Commission Implementing Decision (EU) 2024/1824 of 19 June 2024 on the request for registration, pursuant to Regulation (EU) 2019/788 of the European Parliament and of the Council, of the European citizens' initiative entitled 'Stop Destroying Videogames', OJ L, 2024/1824, 28.6.2024, ELI: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32024D1824>.

⁴ Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the regions, 2030 Consumer Agenda and action plan for consumers in the single market 'A new impulse for consumer protection, competitiveness and sustainable growth', COM(2025) 848 final.

The Organisation for Economic Cooperation and Development (OECD), in its recommendation on consumer protection in e-commerce, highlighted that the growing reliance of digital content on online infrastructures and services controlled by traders may raise challenges for consumers, in particular as regards transparency, the understanding of contractual conditions and the effective exercise of consumer rights in digital environments⁵.

UNESCO has underlined the growing importance of digital technologies in reshaping the creation, distribution and accessibility of cultural content, including in sectors such as gaming⁶. In this context, video games are increasingly considered as a form of cultural expression and as part of the wider creative economy, contributing to innovation, skills development and the transmission of cultural content⁷.

The Stop Killing Games campaign – of which the ECI ‘Stop Destroying Videogames’ is part – also prompted a reply from the government of the United Kingdom in 2025. In its answer to a petition, the UK government stated that ‘there are no plans to amend UK consumer law on disabling video games’, adding that “those selling games must comply with existing requirements in consumer law and we will continue to monitor this issue”⁸.

Recent legislative initiatives in the United States also illustrate the increasing attention given to issues related to digital and service-based business models. A law adopted in 2024 aims to improve transparency in digital markets by requiring traders to clearly inform consumers when digital purchases confer only a license to access content, rather than ownership rights⁹.

2.2 EU legal framework

- *General EU law principles*

In accordance with Article 5 of the Treaty on European Union (TEU), the use of Union competences is governed by the principles of subsidiarity and proportionality. Article 16 of the Charter of Fundamental Rights of the EU guarantees the freedom to conduct a business.

Article 169(1) of the Treaty on the Functioning of the European Union (TFEU) provides that ‘in order to promote the interests of consumers and to ensure a high level of consumer protection, the

⁵ OECD, OECD Recommendation on Consumer Protection in E-commerce (updated), and related OECD work on digital consumer protection, 2016, <https://www.oecd.org/sti/consumer/ECommerce-Recommendation-2016.pdf>
https://www.oecd.org/content/dam/oecd/en/publications/reports/2016/05/oecd-recommendation-of-the-council-on-consumer-protection-in-e-commerce_g1g66e4e/9789264255258-en.pdf

⁶ UNESCO, Re/shaping policies for creativity: addressing culture as a global public good, 2022 (and subsequent updates), <https://unesdoc.unesco.org/ark:/48223/pf0000380479>.

⁷ In this sense see also European Commission: Directorate-General for Communications Networks, Content and Technology, ECORYS and KEA, *Understanding the value of a European video games society – Final report*, Publications Office of the European Union, 2023, <https://data.europa.eu/doi/10.2759/332575>

⁸ [Petition to the UK Parliament and UK Government: Prohibit publishers irrevocably disabling video games they have already sold](#)

⁹ California Assembly Bill No 2426 (2024), An act to add Section 17500.6 to the Business and Professions Code, relating to consumer protection, <https://leginfo.ca.gov/>
https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB2426. Furthermore, a new bill called “Protect our games act” AB1921 is being considered by the California legislature addressing the discontinuation of video games [Bill Text - AB-1921 Digital games: ordinary use](#).

Union shall contribute to protecting the health, safety and economic interests of consumers, as well as to promoting their right to information, education and to organise themselves in order to safeguard their interests’.

In accordance with Article 12 TFEU, consumer protection requirements must be taken into account in defining and implementing other Union policies and activities. Article 38 of the Charter of Fundamental Rights of the European Union (‘the Charter’) also requires Union policies to ensure a high level of consumer protection.

- *Consumer protection rules*

EU consumer protection legislation does not set specific requirements for the duration of the supply of digital content and services, including online video games, nor does it require traders to ensure that consumers can continue using digital content and services once their commercial supply has ended.

EU consumer law instruments aim at empowering consumers through transparency obligations. They also protect consumers against unfair commercial practices and contract terms and provide consumers with remedies when digital content and services are not in conformity with the contract concluded between the consumer and the provider.

Specifically, Directive 2011/83/EU on consumer rights¹⁰ (the Consumer Rights Directive – ‘the CRD’) requires traders, before concluding a contract, to provide consumers with clear and comprehensible information about the main characteristics and functionality of digital content and services and about the duration of the contract and the conditions for terminating the contract.

Directive 2005/29/EC on unfair commercial practices¹¹ (the Unfair Commercial Practices Directive – ‘the UCPD’) requires traders not to omit material information that the average consumer needs to take informed transactional decisions both before and during the use of a product such as a video game. The UCPD also prohibits misleading practices that may lead average consumers to take transactional decisions that they would not take otherwise.

Directive 93/13/EEC on unfair terms in consumer contracts¹² prohibits terms which, contrary to the requirement of good faith, cause a significant imbalance in the parties’ rights and obligations, to the detriment of the consumer.

Directive (EU) 2019/770 on digital content and digital services¹³ (the Digital Content Directive – ‘the DCD’) establishes rules on the conformity of digital content and digital services and provides for consumer remedies.

¹⁰ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, OJ L 304, 22.11.2011, p. 64.

¹¹ Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council, OJ L 149, 11.6.2005, p. 22.

¹² Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, OJ L 95, 21.4.1993, p. 29.

¹³ Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services, OJ L 136, 22.5.2019, p. 1.

The application of these EU consumer law instruments to the discontinuation of video games by their providers is explained in Section 3.2.

Additionally, other EU law may also be relevant in this area, such as EU competition law. Article 102 TFEU prohibits companies from abusing a dominant position in the EU internal market or in a substantial part of it in so far as it may affect trade between Member States. In case a video game publisher or distributor that holds a dominant position in the relevant market for a gaming service discontinues that service without an objective justification, remedies may be sought before competition authorities and national courts, under Article 102 TFEU and/or national competition laws.

- *Intellectual property rules*

Article 17 of the Charter of Fundamental Rights of the EU provides that everyone has the right to own, use, dispose of and bequeath their lawfully acquired possessions and guarantees the protection of intellectual property, including copyright.

As recalled by the Court of Justice of the European Union¹⁴, video games constitute complex matter comprising not only a computer program protected under Directive 2009/24/EC¹⁵ but also graphic and sound elements having unique creative value and protected under Directive 2001/29/EC¹⁶.

Under EU copyright law, rights holders enjoy exclusive rights over their creations. In practice, rights holders may allow third parties to exercise certain rights in respect of their protected works by way of licence, unless an exception or limitation applies or the principle of exhaustion applies.¹⁷

The scope for applying exceptions and limitations is to be interpreted narrowly and only in special cases that do not conflict with the normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the rights holders.

In addition to copyright, other intellectual property rights may also be relevant as they may protect different visual and technological aspects of a video game. Owners of other intellectual property rights are also exclusively entitled to authorise the use of their intellectual property in physical or digital services and products. In the EU, national trademarks coexist with the European Union trademark (EUTM) system.¹⁸ Both national trademarks and EUTMs provide protection against unauthorised use in digital products such as video games.

In a similar manner to trademarks, national design rights coexist with EU designs in the single

¹⁴ See e.g. Case C-355/12, *Nintendo Co. Ltd and Others*, ECLI:EU:C:2014:25, paragraph 23.

¹⁵ Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs (OJ L 111, 5.5.2009, p. 16).

¹⁶ Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (OJ L 167, 22.6.2001, p. 10).

¹⁷ The principle of exhaustion concerns the limits on a copyright owner's control over a work after it has been lawfully placed on the market. In essence, once the copyright holder has authorised the sale or other distribution of a particular copy of the work, they can no longer rely on their exclusive distribution right to control the subsequent resale or further distribution of that specific copy. The principle of exhaustion may apply in certain circumstances to the distribution in electronic or digital form of a computer program, See C-128/11 *Usedsoft v Oracle*.

¹⁸ Directive 2015/2436 harmonises national trademark laws across EU Member States. Regulation (EU) 2017/1001 codifies and governs the EUTM system, which is managed by the European Union Intellectual Property Office, ensuring uniform protection for trademarks across the single market. Intellectual property rights holders can choose their intellectual property strategy depending on their business model and other factors.

market.¹⁹

Directive (EU) 2016/943²⁰ harmonises laws across the EU Member States to protect against the unlawful acquisition, use and disclosure of trade secrets. It sets a uniform definition for trade secrets and provides civil redress mechanisms to protect company know-how.

Directive 2004/48/EC²¹ provides a harmonised, minimum set of fair and proportionate civil measures, procedures and remedies to enforce intellectual property rights which is applicable to all national and European intellectual property titles in the single market.

2.3 The issue at stake

The video games industry is the world's leading cultural and creative sector in economic terms. It enjoyed rapid growth in the 2010s and during the COVID-19 pandemic, reaching around EUR 170 billion in global revenues in 2023, with the EU market representing more than EUR 22 billion²². Over time, video game technologies have contributed to broader economic sectors (e.g. training, defence and health), and games themselves have become testbeds for technological innovation (e.g. extended reality technology).

While it is experiencing an investment and employment crisis, the European video game industry remains known for the distinctive art styles and storytelling of its games and its dynamic independent scene. Through dedicated research on video games²³, financial support for early-stage development²⁴, investment vehicles²⁵ and active industry monitoring, the European Commission has taken steps to support the competitiveness of the industry in Europe, which comprises approximately 100 000 employees and around 5 500 studios and publishers.

Beyond economic indicators, video gaming has established itself as a leading leisure and cultural activity in the European Union and worldwide. Three in four Europeans play video games²⁶. An increasing number of video games are now adapted into transmedia formats (e.g. TV series and films) and they have a growing presence in popular culture. Finally, with the growing success of multiplayer games, including games functioning on live-service models²⁷, video games have increasingly become spaces for social interaction and bonding, fostering active player communities.

It is against this background that the European Citizens' Initiative has resonated with players.

Video games from the late 1990s and early 2000s functioned primarily in closed environments whether single-player ones or multiplayer ones (e.g. couch multiplayer or local area networks

¹⁹ Directive (EU) 2024/2823 harmonises national design protection laws across the EU Member States, while Regulation (EU) 2024/2822 provides for the system of EU designs.

²⁰ Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure (OJ L 157, 15.6.2016, p. 1).

²¹ Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights, OJ L 157, 30.4.2004, p. 45.

²² [The 2025 European Media Industry Outlook report, European Commission](#), September 2025

²³ [Cluster 2: Culture, Creativity and Inclusive society - Research and innovation, https://research-and-innovation.ec.europa.eu/funding/funding-opportunities/funding-programmes-and-open-calls/horizon-europe/cluster-2-culture-creativity-and-inclusive-society_en](#)

²⁴ Through the Creative Europe funding programme.

²⁵ Such as MediaInvest, a financial tool drawing from the Creative Europe as well as InvestEU programmes, [https://digital-strategy.ec.europa.eu/en/policies/mediainvest](#)

²⁶ [The 2025 European Media Industry Outlook report](#), European Commission, September 2025.

²⁷ Live-service is a business model and development practice which consists in providing continuous updates and new content to a game long after its initial release.

(LAN) or on self-hosted servers), making the gaming experience dependent on players' own hardware power and connection latency. By then, video games were already licensed, not sold, to consumers.

In contrast, modern video games (whether single-player or multiplayer) increasingly rely on company-run servers which – when severed – can result in a loss of access to parts or all of the game. An increasing share of the infrastructure underpinning gameplay has moved from the client side to the server side. While some games, in particular single-player ones and those with less complex features, include always-online requirements for the sole purpose of authentication and protection of copyright and intellectual property via digital rights management (DRM) software, many popular modern games rely on online connections to allow a larger number of players to play together, run specific social or developer-led events, or provide continuous updates to the game.

Online connections can also fix bugs through patches or server-side updates, and they can update software and middleware to address vulnerabilities or updates to operating systems²⁸. They offer improved features central to competitive multiplayer games (e.g. matchmaking and leaderboards). They also reflect an evolution of the sector, including the integration of third-party middleware and external services (e.g. telemetry, anti-cheat systems, social features and cloud saves), which are often hosted or supported via online infrastructure. Server infrastructure has also become key to monetising games: in the live-service business model, regular content updates (e.g. events and daily challenges) keep players engaged, while targeted advertising strategies also contribute to revenues.

As stated by the 'Stop Destroying Videogames' initiative, publishers²⁹ can decide to shut down servers. This step often results from a publisher's cost-benefit analysis³⁰, for example when the game is deemed insufficiently profitable and the costs of maintaining licensing dependencies (e.g. middleware or assets such as copyrighted or trademarked content) or servers for multiplayer games are considered too high, or when development teams have to be reassigned to other projects.

Depending on the type of game and the extent to which it is dependent on the server, the discontinuation of publisher support can make the game partially or entirely unusable, leading consumers to lose access to a game they acquired via an upfront payment or in which they spent time and money (e.g. for in-game items). It can also be due to concerns that their intellectual property could be compromised or degraded if hosted on private servers with weaker moderation and security controls.

The 'Stop Killing Games' campaign has documented this phenomenon and identified hundreds of shutdowns in recent years. Evidence suggests that few publishers take steps to keep games playable (e.g. converting games to an offline standalone version, allowing players to run self-hosted servers or connect via peer-to-peer (P2P) connections, or releasing the source code and assets). It is more often communities that keep games playable by reverse-engineering them or building fan-run private servers. Data shows that games from smaller studios tend to remain playable, whereas live-service games and many mobile games are more frequently affected by shutdowns.³¹

²⁸ This applies particularly to mobile games.

²⁹ While the ECI refers to 'publishers' only, it must be noted that developers self-publishing their games can also engage in the practice of shutting down games.

³⁰ Including in the case of game franchises.

³¹ Dead game list - Stop Killing Games Wiki. https://stopkillinggames.wiki.gg/wiki/Dead_game_list

2.4. Stakeholder views

To better assess the technical, economic and legal implications of the issues raised by the initiative, the Commission consulted representatives of the video game industry, consumer organisations, consumer authorities and other stakeholders.

Industry representatives (Video Games Europe and the European Games Developer Federation) expressed strong reservations regarding the introduction of a general legal obligation to ensure that video games remain playable following the discontinuation of associated services. They argued that such an obligation would significantly affect existing development and business models (e.g. selling licences of video games). It could also lead to cybersecurity and safety issues for the players, as game environments could deteriorate once the companies stop supporting them. In their view, extensive technical re-engineering of games, including the removal of server dependencies, anti-cheat systems and monetisation structures, could prove necessary. They also raised concerns regarding intellectual property, as games may be based on third-party time-limited licences.

The **European Consumer Organisation (BEUC)** and its French member Que Choisir Ensemble (previously UFC-Que Choisir) underlined the growing number of complaints linked to the discontinuation of video games. They took the view that consumers primarily seek to retain access to games they have purchased rather than to receive financial compensation for games that are stopped and for which they have paid in advance. Consumer representatives also stressed that certain games, notably single-player games, require an internet connection and the game provider's involvement only for the sake of player authentication. These games could therefore easily remain functional as they do not require any ongoing support from the publisher.

National consumer authorities in the Consumer Protection Cooperation Network broadly underlined the importance of ensuring transparency regarding the expected lifespan of video games and the conditions for discontinuing them, including as regards the consequences for consumers if the service is terminated. Where this information is relevant to the consumer's purchasing decision, the existing legal framework requires that it should be provided in a clear manner before concluding the contract. The authorities also supported the need for a coordinated approach at EU level to address cases in which issues arise.

These views illustrate the complexity of the issues raised by the initiative and the diverging positions of the stakeholders.

3. RESPONSE TO THE EUROPEAN CITIZENS' INITIATIVE

3.1. Intellectual Property Law provides protection for videogame rightsholders and wide freedom for choosing the distribution conditions

3.1.1. EU copyright law

EU copyright law affords creators a high level of protection of their intellectual creations by granting them exclusive rights to reproduce, communicate to the public and distribute their works. The choice of whether and how to distribute or otherwise make available a protected work such as a video game lies with the rights holders within the limits set by the legal framework. While

exceptions and limitations help to define the boundaries of those exclusive rights³², it is not for copyright law to mandate a specific form or distribution method for protected works.

Rightsholders remain in principle free to determine whether and how their protected works may be used, including by imposing temporal limits or other conditions on the uses authorised under licences to third parties in accordance with Union copyright law.

3.1.2 Other intellectual property rights

Video games are complex digital products, where several intellectual property rights may overlap and protect different aspects of the final product. Video games may incorporate elements protected by trademarks, designs, trade secrets and third-party licensing agreements. Measures aimed at ensuring that video games remain playable after online services are discontinued may, therefore, raise issues concerning the scope and exercise of these rights.

Trademarks may also be relevant in the context of video games. They may be used to protect the title of the game, logos, characters' names or even catchphrases. Furthermore, video games may also incorporate third-party trademarks under licensing agreements, for example in sports games, racing games or other products involving branded content. Continued operation or modification of a game may, therefore, give rise to questions regarding the authorised use of the trademark. Continued use of protected elements in the context of preserving the playability of a game may therefore require an assessment of the relevant intellectual property rights.

Furthermore, the operation of many online video games depends on server infrastructure, authentication systems or anti-cheat technologies that are not transferred to consumers at the time of purchase. These elements may be protected by trade secrets and contractual restrictions. Depending on the end-of-life plan, obligations to disclose or transfer these elements could therefore interfere with the protection of confidential business information and know-how.

Any regulatory measures intended to ensure that video games continue to function or are preserved after online services are discontinued would therefore have to be balanced against the rights of consumers and the rights of the holder of the relevant intellectual property rights and contractual arrangements involved as well as with the legitimate interests of rights holders.

3.2. Consumer law provides safeguards for consumers

The EU consumer law framework does not specify for how long digital content or services must be supplied, nor does it include requirements to hand over digital content or services to users in a functional state once they are no longer provided commercially. Nevertheless, the existing legal framework includes important rules protecting consumers as users of digital content and services, including video games. These are notably the rules laid down in the CRD and the UCPD on transparency towards consumers at the point of sale of digital content and services and the rules laid down in the DCD on conformity with the contract and consumer remedies and in the UCTD on unfair terms in consumer contracts.

3.2.1 Transparency obligations

³² In the specific case of computer programs protected under Directive 2009/24, lawful acquirers have certain user rights which may not be overridden by contract.

The CRD requires traders to provide consumers with clear and comprehensible information before concluding a contract for digital content or services. That includes information about the duration of the contract. If the contract is of indeterminate duration or is to be extended automatically, traders must provide information also about the conditions for terminating the contract.³³ That includes information on the conditions under which the consumer and/or the trader may terminate the contract, including any applicable notice periods for contract termination.

Moreover, traders are obliged to inform consumers about the ability of the digital content or digital service to perform its functions.³⁴ Information about the contract duration, conditions for terminating the contract and limitations on functionality are relevant when consumers are assessing the value and usability of the digital content or service.

Providers of digital content or services are also subject to the UCPD, which requires them not to omit information that consumers need to take informed transactional decisions.³⁵ These UCPD requirements also apply during the term of the contract. For example, once a provider has decided to discontinue a video game, the UCPD requires them to inform consumers accordingly, as this information could affect their transactional decisions, for example, regarding in-game purchases.

3.2.2 Fair contractual terms

Game providers' general contract terms stipulating their right to discontinue games may also raise concerns under the UCTD, subject to a case-by-case assessment. This could arise, for example, in cases where the terms allow the provider with a wide possibility to terminate the service without a sufficiently clear and transparent justification or without a reasonable notice period. Such terms may create a significant imbalance in the parties' rights and obligations to the detriment of the consumer. Contract terms creating such a significant imbalance are not binding on the consumer.

3.2.3 Conformity with the contract

The DCD sets the requirements for the conformity of digital content and services (such as video games) with the contract, provides the consumer with remedies in the event of a lack of conformity, and regulates modification of the digital content or digital service.

The DCD states that digital content and services must be of the description, quantity and quality, and possess the functionality, compatibility, interoperability and other features, as required by the contract.³⁶ Furthermore, the digital content or service must be fit for the purposes for which digital content or service of the same type would normally be used. It must also possess the qualities and performance features which are normal for such content or service and which the consumer may reasonably expect.³⁷ These performance features also include the 'accessibility' and 'continuity' of the digital content or service.

In assessing the conformity of any discontinuation of a digital content or service, both types of criteria need to be considered. Accordingly, a discontinuation of the digital content or service can constitute a lack of conformity with the contract when the trader terminates the supply of the digital content or service sooner than the consumer may reasonably expect. The assessment of what the

³³ E.g. Article 6(1)(o) for distance contracts, such as online contracts.

³⁴ Article 6(1)(r) CRD, Article 2(20) CRD and Article 2(11) DCD.

³⁵ Article 7 UCPD.

³⁶ Article 7 DCD.

³⁷ Article 8 DCD.

consumer could reasonably expect in terms of the duration of supply is individual for each digital content or service.

Specific contractual stipulations about the duration of supply of the digital content or service of which the consumer was duly informed and should reasonably have been aware before concluding the contract also determine what the consumer could reasonably expect under the objective conformity requirements regarding accessibility and continuity. Generally, contractual limitations affecting the functionality of digital content or services may amount to a lack of conformity where they concern characteristics that consumers may reasonably expect, unless the consumer was specifically informed of such a deviation and expressly accepted it before the conclusion of the contract.³⁸

In cases where the discontinuation of the digital content or service by the provider amounts to a lack of conformity, the consumers should inform the provider about the termination of the contract and request a refund. Consumers are entitled to receive a proportionate refund of the price paid in advance for the video game under certain conditions.³⁹ The right to receive a refund can apply both to contracts of indeterminate duration and to contracts of fixed duration.

- When the **contract is of a fixed duration**, the trader must reimburse the consumer for the proportionate part of the price paid by the consumer in advance for any period of the contract that would have remained had the contract not been terminated. For example, in case of a contract of five years, for which the consumer makes an advance payment, and the provider discontinues the supply after four years, the consumer is entitled to a proportionate refund of the amount paid in advance for the fifth year of the contract.
- Where the **contract is of indeterminate duration**, the size of the refund due must be assessed individually on the basis of the contract duration that the consumer could reasonably have expected under the objective criteria of continuity and accessibility. The assessment of any refund due to the consumer would depend on factors such as the nature of the digital content or service, the way it was marketed, accessibility and continuity which are normal for digital content or service of the same type, and the period during which the digital content or service remained available.

Moreover, the refund obligation applies not only to the price paid under the contract for the main digital content or service, but also to payments under any ancillary contract related to the main digital content or service, i.e. in-game purchases that are terminated along with the main contract. In any event, the consumer should be reimbursed any amounts converted into any in-game currencies that the provider may have introduced and that have not yet been disbursed for purchasing virtual items. Since the purpose of buying in-game currencies is to use them for purchasing virtual items, the consumer's reasonable expectations would not be met when the discontinuation of the main digital content or service makes it impossible for the consumer to use the in-game currencies for purchasing virtual items⁴⁰.

³⁸ Recital 53 DCD.

³⁹ Articles 14, 15 and 16 DCD.

⁴⁰ In this context, it is useful to note that in the Consumer Protection Cooperation (CPC) Network's Key Principles on In-game Virtual Currencies (available at: https://commission.europa.eu/document/download/8af13e88-6540-436c-b137-9853e7fe866a_en?filename=Key%20principles%20on%20in-game%20virtual%20currencies.pdf) the CPC authorities stated that

The DCD applies only since 1 January 2022. So far, there are no rulings from the Court of Justice of the European Union (CJEU) providing legally binding interpretation of its application⁴¹. The Commission is currently reviewing the application of the DCD and plans to present its report by the end of 2026, covering also its application to the discontinuation of digital content and services.

3.3 Keeping future video games playable after the end of their commercial exploitation might entail costs and risks

As explained under section 3.1, requiring publishers to leave games in a functional state after commercial exploitation could affect intellectual property rights. It could also impose costs (e.g. engineering time, testing, renewal of licences etc.) for video game providers. This shall be appreciated in a context where 26% of European game developers were already laid off in the span of 12 months in 2024-2025.⁴² Such a requirement could also expose publishers to reputational risks once video games are out of their operational control.⁴³

3.4 Way forward

In order to address the concerns raised by the initiative, the Commission intends to explore with the industry the possibility of elaborating a self-regulatory code of conduct to promote better standards for the sunsetting of games.⁴⁴ Such a framework could address the issue at stake while also accommodating the diversity of video games and development practices. The code could also promote more transparent labelling indicating the possible discontinuation of the game on storefronts, and it could offer avenues for more partnerships between publishers and cultural heritage institutions to preserve video games. In this regard, the Commission considers that it is opportune to involve in this process consumer representatives and other services delivering access to games (e.g. distributors, hardware manufacturers). In addition, the Commission will examine the discontinuation of digital content and services in its forthcoming report on the application of the DCD. The Commission will also work with consumer authorities and organisations to strengthen awareness about the applicable consumer rights.

4. CONCLUSION

The Commission has carefully examined the request by the ECI in light of the relevant EU law. The Commission considers that a proposal to the European Parliament and the Council for a legal act establishing an obligation for publishers that sell or license video games to consumers in the European Union to keep them in a playable state, as requested by the ECI, would not be proportionate.

While the Commission is fully committed to ensuring a high level of consumer protection in the EU, the traders' intellectual property rights must also be respected. These rights would risk being adversely affected by a legal obligation to keep video games in a playable state after their commercial exploitation. Under copyright law, rightsholders are entitled to establish the conditions for the licensed use of their videogames, including the conditions for the termination of the licence.

consumers should not be deprived of their right of withdrawal in relation to unused purchasable in-game virtual currencies.

⁴¹ This document reflects the views of the Commission and is without prejudice to the interpretation of Union law by the Court of Justice of the European Union.

⁴² [Big Games Industry Employment Survey 2025](#), InGame Job & Values Value.

⁴³ E.g. poor community moderation or cybersecurity risks on private servers could lead to risks of IP degradation.

⁴⁴ Such as continued access to core gameplay features.

An obligation to keep games in a functional state may also interfere with the protection of confidential business information and know-how, as well as with the business models of video game providers which in principle, just like traders in the offline world, have the right to discontinue their services. Keeping video games playable can also generate costs for publishers. In addition, increased cybersecurity and safety risks may arise for players once publishers cease supporting those games, (which in turn can also create or increase reputational risks for publishers). Furthermore, the existing EU consumer law framework already provides important safeguards protecting the consumer's economic interests. These instruments lay down rules on transparency, conformity and remedies in relation to digital content and services. Notably, they require the providers of digital content and services to inform the consumers about the duration and the conditions for terminating the contract. They also ensure that consumers can get their money back if the discontinuation of the video game is not in conformity with the contract based on the consumer's reasonable expectations. Hence, they preserve the balance between a high level of consumer protection and the legitimate interests of the video game sector. Active exercise of the rights to remedies by the affected consumers and their representatives and the enforcement of these rules by the competent national consumer protection authorities and/or courts, can also incentivise the providers to offer video games with longer lifespans and explore solutions for meeting consumer expectations.

While a legislative initiative to establish an obligation for publishers that sell or license video games to consumers in the European Union to keep them in a playable state, as requested by the ECI, is not envisaged, the Commission intends to initiate stakeholder exchanges by the end of 2026 to explore the possibility of elaborating a self-regulatory/industry-led code of conduct to improve the management of video games' end-of-life and strengthen transparency to consumers. In addition, the Commission plans to present its report on the application of Directive (EU) 2019/770 by the end of 2026, covering also its application to the discontinuation of digital content and services. Furthermore, the Commission will continue to work with consumer authorities and organisations to raise awareness about the applicable consumer rights, including consumer remedies.

