

Public consultation and call for evidence for the Digital Fairness Act impact assessment

EXECUTIVE SUMMARY

- Video Games Federation Netherlands's priority is to make sure that video game players, and children in particular, enjoy a fun, fair and safe experience when they play games
- Since 2003, at the request of the EU institutions, our sector has had a specific pan-European framework addressing minor protection in video games, that is under constant evolution and is used in 40 European countries
- The existing consumer protection acquis continues to be fit for purpose as it provides breadth and flexibility to address more recent digital consumer concerns. Its horizontal principle-based approach must be maintained
- The priority of EU legislators should be the enforcement of existing and newly adopted laws that have not come into force or that are so recent as to not yet have taken proper effect, before devising new rules
- The self and co-regulatory system in the field of minor protection, the Pan-European Game Information System (PEGI), is currently undertaking the necessary investigations and planning to expand its commitments in the field of online interaction risks to align with the German USK system and to consider online interaction risks, including those related to player-to-player engagement and monetisation.
- Members of Video Games Federation Netherlands are committed to fairness and to increasing transparency where optional purchases of in-game content, including in-game currencies (IGC) and paid random items, are offered
 - The sector recently presented proposals to the CPC Network, which address the concerns related to price transparency as regards in-game currencies raised by the CPC Network and by BEUC. These adaptations do not require a change in the law.
 - Video Games Federation Netherlands disagrees with the legal interpretation of the CPC Network in their Key Principles which claims that in-game currencies should be classified as a 'digital representation of value'. This is legally flawed and would deprive consumers of their rights under the Digital Content Directive. In line with existing case law, in-game currencies are classified as 'digital content'.

- We encourage the European Commission to consider the significant role that the existing PEGI and USK frameworks play in the video game sector as they are able to address the concerns raised in this consultation in a faster and more flexible manner than legislative proposals at EU level. We would welcome stronger support from the EU institutions, based on an open dialogue with the industry, to ensure that video games that are made available in Europe carry PEGI ratings as those of made available in Germany must carry USK labels, and that traders are bound by the PEGI Code of Conduct provisions.
- The EU should avoid introducing legislation that disrupts legitimate business models, stifles innovation, and undermines the global competitiveness of European companies in the video games sector, harming growth and job creation.
- In 2024, the sector accounted for 116,000 jobs in Europe (+1.8%), a market revenue of €26.4bn (+4%), and digital sales representing 90% of the market revenue (+5%). In the Netherlands 614 videogame companies, 4200 jobs and a total annual market revenue of 1.8 billion. Our objective is to represent videogame publishers and promote responsible game play behavior in the Netherlands. We have been informing parents and players about responsible game play via www.rulethegame.nl since 2018. Disproportionate or draconian measures would create significant market access barriers for European companies, especially for smaller EU video game developers and studios, put consumers at a disadvantage relative to those in other regions as companies decide not to make games available in Europe, increase global regulatory fragmentation of video game markets and undermine investments in the sector. Young innovative games developers may choose not to operate in the EU at all.
- Many proposed measures in the consultation are already addressed through existing law or industry practice. In particular:
 - Price transparency: Real-world prices for IGCs (in-game currencies) cannot be indicated precisely, due to bundle variations, multiple sales channels and the ability to earn IGCs through gameplay. The focus should be on clear information about how players can calculate the equivalent value to ensure transparency without misleading consumers. Members of Video Games Federation Netherlands, European partner Video Games Europe and EGDF have presented proposals to the CPC Network, addressing the concerns related to price transparency raised by the CPC Network and by BEUC. The PEGI Code of Conduct also includes additional provision on price transparency¹.

¹ [PEGI Code of Conduct](#), Article 8.

- Probabilities for random rewards: The disclosure of probabilities is standard practice at platform and publisher level and is required under the PEGI Code of Conduct since the end of 2023, and under the German USK system. The PEGI Code of Conduct contains additional rules related to paid random rewards². These should be referred to as standards to be adopted for all games made available in Europe.
- Parental control and spending limits: All major platforms provide tools to block or limit purchases. Typically, default settings for child accounts often set spending to zero, and refunds are available for unauthorised transactions³.
- Age assurance: using age assurance methods to exclude minors entirely from certain digital products is not an appropriate and proportionate measure and will push them to either circumvent such measures or towards less safe experiences. Such an approach must be balanced with children's right to have equal and effective access to the digital environment in ways that are meaningful for them such as culture, leisure and play⁴.
- Dark patterns: Existing EU laws, including the UCPD, GDPR, DSA and AI Act, already prohibit manipulative design. The Commission should focus on issuing practical guidance with examples of compliant design, rather than adding new rules.
- Addictive design: Terms such as “addictive features” are vague and unscientific. Features that encourage engagement, such as rewards or progress mechanics, should not be restricted unless evidence of harm exists. Parental tools and education are more effective.
- Reversal of burden of proof and new definition of average and vulnerable consumer: Expanding these principles would create legal uncertainty and increase litigation. The current definitions already strike an appropriate balance between protection and predictability.
- Digital contracts: Current systems already allow users to cancel subscriptions securely. Mandatory cancellation buttons outside secure accounts would create unnecessary risks and have proven to be little used in practice. Excessive notifications about subscription renewals may lead to information fatigue.

² Idem, Article 9.

³ [Video Games Europe and EGDF commitments to Fair and Transparent Purchases of in-game content](#)

⁴ Article 31 of [the Convention of the Rights of the Child](#)

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Introduction

1. Video Games Federation Netherlands welcomes the opportunity to respond to the Public Consultation for the Digital Fairness Act impact assessment. This consultation is a good opportunity to demonstrate the commitment of the video games industry to provide consumers and players with a high level of protection and to develop new ways to further improve protection and increase trust, including in relation to relevant areas of concern that have been identified in the Digital Fairness Fitness Check.
2. The Fitness Check evaluated three EU consumer law Directives to determine whether the existing EU consumer protection legislation is still relevant, effective, and efficient, in light of new digital challenges. While it concluded that these Directives have provided the necessary minimum of regulatory certainty and consumer trust, it also identified specific problems regarding a lack of enforcement, market fragmentation, legal uncertainty and the existence of potentially harmful practices for consumers.
3. In relation to the video game sector, the Fitness Check claims that concerns have arisen with regards to the sale of virtual items, including “*uncertainty-based rewards*” (e.g., loot boxes, card packs, prize wheels, etc.), and the use of intermediate “*in-app virtual currencies*” (e.g., coins, gems, bucks, credits). Furthermore, the Fitness Check also raised additional concerns regarding video games providers that cease the provision of their games, which may lead to the loss of access to the games and to any virtual items purchased.
4. This response outlines (i) Video Games Federation Netherlands’s view on how these issues should be best dealt with in the context of the Digital Fairness Initiative, (ii) how our industry is proactively addressing many of the concerns raised in the Fitness Check in relation to the video games sector, and (iii) an assessment of the different policy measures included in the multiple-choice questionnaire in terms of their effectiveness and feasibility.

General Key Points

The video game industry has made proposals to address transparency around in-game currencies

1. One of the main concerns raised in the Fitness Check in relation to the video games sector is that the use of in-game currencies (e.g., coins, gems, bucks, credits) *“distorts the real value of the in-app transaction for consumers and encourages them to spend more than they intended”*. It also points to concerns about the marketing practices related to virtual items, such as bundling and pricing presentation, e.g., that in-game currencies (IGCs) can only be bought in larger quantities in bundles, while a specific virtual item costs less, resulting in left-over IGC. Furthermore, the Fitness Check also states that some stakeholders asked for more clarity concerning inter alia the nature of the contract for the acquisition of IGCs and whether their subsequent use to acquire virtual items constitutes a contract.⁵
2. The video games industry is strongly committed to providing consumers and players with a high level of protection, including when they purchase digital content such as IGC or uncertainty-based rewards, such as paid loot boxes. IGCs have existed in video games for many years, in compliance with existing laws and regulatory guidelines. We are clear that the existing broad, principles-based body of Union law prohibits any business model that places undue pressure on players, or misleads them, to make purchases. We take the concerns that were raised in the Fitness Check in relation to virtual items and IGCs very seriously.
3. Video Games Federation Netherlands is convinced that the concerns set out in the call for evidence and the Fitness Check can fully and best be addressed on the basis of the existing EU Consumer Acquis in combination with self- and co-regulation. As evidence for that, the sub-sections below set out:
 - How the proposals developed by the industry in the context of IGC, on the basis of existing law and the existing legal classification of IGC, would enhance the consumer experience and provide feasible and meaningful solutions for the concerns raised in the call for evidence;
 - That under no circumstances should a legal reclassification or outright prohibition of IGC be considered, as this would lead to significant disadvantages for consumers and companies alike;
 - The importance of a consistent legal framework that ensures both protection for consumers online and legal certainty for companies providing services that are requested and enjoyed by millions of European consumers on a daily basis.

⁵ Fitness Check of EU consumer law on digital fairness, Commission Staff Working Document, p. 77 and 156.

Industry proposals addressing concerns around IGCs

4. To further improve the consumer experience and address the concerns around IGC, which first arose in the Fitness Check and the CPC Network 'Key Principles on Virtual In-game Currencies' ("Key Principles"), Video Games Europe, Video Games Federation Netherlands pan-European organisation, and EGDF consulted extensively with their members to develop practical proposals that are beneficial and meaningful for players when purchasing IGC, and offer a flexible approach that recognises the diversity of games using IGC and the unique context of each game and of the ecosystem in which it operates. Video Games Europe and EGDF sought a constructive dialogue with the CPC Network and have offered the following proposals in response to the Key Principles:

- ***Providing information for calculating real-world currency cost.*** Video Game Europe's and EGDF's member companies would ensure that when players use IGC to acquire virtual in-game items, there are more mechanisms available by which they can understand the cost in real-world fiat currency of the specific amount of IGC they are using. Where the real-world cost of the IGC a player wishes to spend cannot be correctly determined, due to the manner in which the IGC may be acquired by the player (i.e., through bundles with varying quantity discounts, from multiple traders with differing price points, or because it may also be meaningfully earned through gameplay), information about the manner in which the cost of that IGC may be calculated⁶ would be made available to consumers to avoid the risk of them being misled.
- ***Providing information about IGC and access to transaction history.*** Our members would provide easily accessible information on how IGCs can be obtained and used in their games. In addition, Video Games Europe and EGDF would create a centralised resource where players could find information on how to access their transaction history on major game distribution services. As an additional measure to further increase transparency, our members will exercise particular care when implementing multiple IGCs, ensuring that such implementation does not mislead consumers or deliberately obfuscate the cost of any IGCs.
- ***Providing players more choice, by minimising the amount of residual IGC.*** Our members would ensure that IGC bundles are sold in increments that are appropriate for their games, including a smaller IGC bundle that might be added to other larger IGC bundles, or to the player's existing IGC balance, as a top-up so that players can buy as close to the amount of

⁶ See Article 6.1(e) of [Directive 2011/83 on Consumer Rights](#).

IGC that they need to acquire the in-game content they want. If players don't have enough IGC to acquire an in-game item they want, our members would ensure that their players are aware of the minimum IGC bundle needed.

- ***Providing fair and reasonable refund policies in specific cases.*** Where technically feasible, refunds would be provided for purchased IGC bundles that are wholly unused, even if the consumer has already waived their withdrawal right with respect to that digital content purchase and so isn't legally entitled to any such refund. This refund would be provided so long as the player has not used any amount of the IGC bundle and requests their refund within 48 hours of purchase. Additionally, as part of an earlier commitment, where a purchase by a minor has manifestly occurred without the consent of the parent, members who manage those transactions will reimburse that purchase and direct the parent/guardian to the parental tool settings to prevent a recurrence.
- ***Fair use of contractual terms allowing the modification or withdrawal of in-game content.*** We would agree that contractual terms should be clear and fair, in keeping with well-established legal obligations. Our members would commit to providing a minimum of 30 days' notice when removing purchased in-game content unless there is a legitimate reason for expediting the removal. Our members would also commit to ensuring that players can contest the reason for bans, suspensions, and removals of accounts and/or purchased digital content and to enhance player understanding of why in-game content might be modified or removed by companies.
- ***Continuing our minor protection commitment by providing age-appropriate video game experiences, while respecting the best interest of the child, and parental autonomy.*** Ensuring a safe environment, particularly for children when they play video games, has been part of the missions of EGDF and of Video Games Europe for more than 20 years and in the Netherlands as Video Games Federation Netherlands. We are committed to ensuring that the age appropriateness of each game is determined via the PEGI and USK age rating systems and that it is enforced with corrective actions and/or sanctions.
- ***Continuing innovation in parental tools,*** which allow parents and players to block and limit purchase functions, including providing default settings where spending is set at zero for child accounts and/or only affirmative action can authorise purchases of every piece of digital content to use in a game.
- ***Continuing to provide data on parents' supervision of children's spending on in-game content.*** Ipsos, commissioned by Video Games Europe, has

collected this data consistently for five years covering the main consumer spend markets in Europe and makes these reports publicly available on the Video Games Federation Netherlands website. Since the data collection started in 2018, the proportion of children allowed to purchase content to use in a game has not increased (around 18% of children who play games are allowed to make purchases), with 95% of parents supervising such purchases.⁷

- **Information campaigns**, like <http://www.rulethegame.nl> towards parents, guardians in the Netherlands, and educators, explaining the PEGI age ratings and information icons, how parental tools work and are best used by parents in conjunction with their children to set ground rules that work for their family.⁸

5. It should be emphasised that these proposals not only address the purpose of the Key Principles in a meaningful way, but also address the concerns set out in the call for evidence paper and the Fitness Check. In particular, the Fitness Check points to concerns about the marketing practices related to virtual items, such as bundling and pricing presentation. These concerns are fully addressed by the first three bullets set out above, without the need to disrupt the existing legal framework, nor the longstanding legal interpretation.

Reclassification of IGCs would lower consumer protection

6. The CPC Network advances the view that a legal reclassification of IGC as a “digital representation of value” would be required. Video Games Federation Netherlands strongly disagrees as this would lead to unintended consequences and lower consumer protection.
 - Such reclassification is not necessary, as the concerns can be dealt with on the basis of existing law (see sub-section above).
 - In-game content such as IGC is digital content, as has been confirmed by case law.⁹ Applying the concept of a “digital representation of value” to IGC is legally flawed, would create confusion, and subject IGC to potential additional financial regulation that has not been properly scoped out or considered.
 - An exchange of IGC for a virtual item in a game, is not a purchase, as confirmed by case law.¹⁰ To treat IGC as a “digital representation of value” and therefore all uses of it as being akin to a payment involving fiat currency would be fundamentally flawed and would put the European Union out of step with the rest of the world.

⁷ <https://www.videogameseurope.eu/empowering-players-manage-spending-in-video-games/>

⁸ <https://www.videogameseurope.eu/responsible-gameplay2/responsible-gameplay-in-your-country/>

⁹ See Regional Court of Karlsruhe, judgement of 25 May 2016 – 18 O 7/16, BeckRS 2016, 12084; confirmed by the Higher Regional Court of Karlsruhe, judgement of 11 July 2018 – 6 U 108/16.

¹⁰ Regional Court for Civil Cases Vienna, judgement of 26 March 2025, 10 Cg 93/23d – 31.

- A reclassification of IGC would have significant negative impacts on consumers as it would deprive them of the protections granted to them by the Consumer Rights Directive and the Digital Content Directive.

Annex 1 to this document provides an analysis of the legal status of IGCs, and applicable case law including the negative impacts referred to above. It also discusses how consumers would be deprived of their rights if IGC is reclassified as a “digital representation of value”. This debate has also given rise to a published article by legal experts.¹¹

Importance of consistent legal framework

7. Video Games Federation Netherlands kindly asks EU legislators to consider that the current legal framework already provides for the possibility to address consumer concerns. As shown above, the proposals by the industry provide a way to enhance consumer protection online – by offering meaningful solutions that increase players’ transparency and choice – in line with the existing legal framework, without disrupting this framework which protects consumers and on which the European video games industry is reliant as an important cultural sector. We encourage the EU legislators to recognise the important value and role of self-and co-regulation to address sector specific topics.
8. In summary, the existing EU Consumer Protection Acquis continues to be fit for purpose as it provides breadth and flexibility to address more recent digital consumer concerns. Its horizontal principle-based approach must be maintained. We therefore suggest that, before devising new rules, the EU should prioritise the enforcement of existing and newly adopted laws.

¹¹ See for example, Gardner, ‘*In-game currencies - are they for real?*’, Interactive Entertainment Law Review, first published online: July 2025; available here: <https://www.elgaronline.com/view/journals/ielr/aop/article-10.4337-ielr.2025.0009/article-10.4337-ielr.2025.0009.xml>

The video games industry is strengthening its self- and co-regulation commitments to protect players and vulnerable consumers

9. The video games industry abides by strict European laws on consumer protection, supplemented with its own self- and co-regulatory system, the Pan European Game Information System (PEGI). The system is based on an enforceable Code of Conduct¹², was established following a request of the Council in 2002¹³ with the active support of the European Commission and of Member States and is recognised in national legal frameworks. PEGI stipulates strict rules for a safety-by-design approach to online environments and has set longstanding EU standards in age-appropriate labelling and advertising of video games with the involvement of experts and academia. PEGI is part of a broader commitment¹⁴ to ensure the safety and well-being of players and vulnerable consumers and provides guidance to parents and consumers on the suitability of video games.
10. PEGI is currently undertaking the necessary investigations and planning to expand its classification criteria to further align with the German age rating system USK to increase its scope and improve its robustness. The expanded set of criteria would directly deal with online interactions, such as in-game purchases, paid random items (like loot boxes or virtual card packs), in-game social interaction features and pressure factors that incentivise players to return to a particular game. This approach may in some cases lead to higher age classifications of video games.
11. Self-regulation and co-regulation, especially when rooted in law, are already an effective framework for providing guidance and consumer protection in practice. Flexibility is essential to make such regulation future-proof: rather than blanket bans, a proportionate principles-based framework allows authorities and self-regulatory bodies to respond to new developments. At the same time, repealing or duplicating mechanisms that have already been successfully implemented and have proven effective would risk undermining both consumer trust and legal certainty. Any future EU regulations should therefore build on existing solutions, integrate self- and co-regulation into their framework, and pursue a regulatory approach that is effective in practice, proportionate, and adaptable to technological and design developments. The recent agreement in Denmark between national authorities, civil society and a group of telecommunication companies and stores to provide parents with information and guidance on age-appropriate digital devices and settings is a

¹² <https://pegi.info/pegi-code-of-conduct>

¹³ [Council Resolution of 1 March 2002 on the protection of consumers, in particular young people, through the labelling of certain video games and computer games according to age group.](#)

¹⁴ Our minor protection commitment is explained in detail in annex II.

good example of how effective self-regulation can be integrated into national frameworks.¹⁵

12. The self-regulatory nature of this policy framework allows the video games sector to take rapid action when any concerns emerge. The PEGI Code of Conduct and its underlying criteria are regularly updated to take account of relevant social, legal, and political developments. In the autumn of 2023, the video games industry committed to several principles to ensure transparency and fairness as regards purchases of in-game content. These commitments extended to new PEGI Code of Conduct provisions on purchasable in-game content as well as additional commitments by members of Video Games Federation Netherlands.
13. Article 8 of the PEGI Code of Conduct on in-game monetisation, effective from April 2024, stipulates:
 - Games with purchases of in-game content must display the relevant icon and companies must provide receipts for transactions.
 - Where a player may use purchased IGC to acquire content, the value of that content should be clear to consumers. For example, consumers should receive a clear statement of the cost of the content in such IGC, and have easy access to information on how much IGC the player currently holds and/or how IGC can be purchased, with real-world prices displayed.
 - Games offering paid random items must display a notice that these are present in-game, and must ensure and emphasise that paying for such random in-game content is never essential to gameplay, but always optional. There must also be transparency regarding probabilities.
 - Policies against skin gambling, with clear penalties for violations.
 - Non-compliance can result in corrective actions and sanctions by the PEGI Enforcement Committee.
14. Additional commitments by Video Games Europe members were made public in April 2024¹⁶:
 - Any purchase functionality must be **clearly and unambiguously communicated**, including the price statement, at the place of the transaction.
 - **Refund policies:** Where spending has demonstrably occurred without parental consent or knowledge, member companies provide fair and reasonable refund policies and instructions on how to turn on and manage parental tools and family settings.

¹⁵ See

<https://www.digmin.dk/digitalisering/nyheder/nyhedsarkiv/2025/sep/ny-aftale-skal-klaede-foraeldre-bedre-pa-a-naar-boern-skal-have-deres-foerste-telefon>

¹⁶

<https://www.videogameseurope.eu/wp-content/uploads/2025/02/EGDF-VGE-Transparent-Fair-Purchases-of-In-Game-Content-2024.pdf.pdf>

- **Discontinuation of IGC:** If the use of purchasable IGC is discontinued, players are informed sufficiently far in advance.
- **Tools to manage, limit or block purchases:** All major platforms provide tools to parents and guardians to manage children's spending within the video game so that children do not engage in any financial transactions without the consent of their parents or guardians. These tools, often called parental tools or family settings, developed by the industry, are frequently updated to match users' expectations, making them easy-to-use, and increasingly with customised features allowing each family and player to find the right balance. Many tools have default settings where spending is set at zero for child accounts. In addition to parental control tools, verified parental consent may be required to access purchase options in a game.
- **Transactions kept separate from gameplay:** This ensures that the commercial intent behind in-game purchases, including the cost of such in-game purchases in real-world money, is clearly and unambiguously distinguished from gameplay so that it is obvious to players when they are being asked to make a financial decision.
- **No unauthorised trading:** Video Games Europe and EGDF members have policies in place that explicitly prohibit players from using in-game content to engage in unauthorised trading, and require clear wording of potential player penalties, such as suspending or banning players.

15. Since 2018, our sector has commissioned DVJ Insights to survey parents regarding their children's purchasing habits and supervision, when playing video games. The industry commits to this data gathering to further knowledge of play behaviours and their evolution over time. Among all children that played video games in 2025, 27% were allowed by their parents or guardians to purchase in-game content. The results over the years consistently show that the proportion of children allowed to spend on in-game content has not increased and that the level of parental supervision; 97% and awareness of parental tools; 77% is very high.

The existing EU Consumer Protection Acquis is still fit for purpose, and its principle-based and horizontal nature must be maintained

16. The Fitness Check recognised that *"the three Directives under evaluation have provided the necessary minimum of regulatory certainty and consumer trust to support the development of a diverse market of consumer-facing digital products and services in the EU."* It confirms that the technology-neutral and channel-neutral approach of horizontal EU consumer law is a necessary component of the regulatory framework for the Digital Single Market.

17. The Unfair Commercial Practices Directive (UCPD) is a good example of how principle-based horizontal standards allow for interpretations that can address the issues under review in this consultation. Articles 5 to 9 allow for an adequate assessment of fairness on a case-by-case basis as any such commercial practices are already regarded as misleading, unfair, aggressive or having an undue influence on consumers' decisions. Furthermore, the manipulative practices that are explicitly mentioned in the consultation as dark patterns, such as nagging, pressuring, sneaking, creating a false impression, etc., are already directly prohibited through the blacklist in Annex I of the UCPD.
18. We disagree, however, with the statement in the Fitness Check that horizontal EU law would risk losing relevance with the application of several new EU legislative instruments in the digital area, such as the DSA, DMA and AI Act. It is suggested that such laws can be viewed as having 'fully regulated' specific problems, sectors or technologies, so that general consumer law will not be used anymore. However, these new legislative instruments have a limited scope and apply only to certain traders or technologies while the three Directives provide for a broader safety-net that can be applied even if there is no sector-specific legislation in place. There is a consensus about the importance of preserving this general framework, as a complement to more specific rules.
19. Furthermore, the Fitness Check explicitly acknowledged the limitations of its evaluation, considering that more time may be needed for the implementation of recent EU digital legislation, such as the DSA, DMA and the AI Act, in order to appraise its effects on consumer protection. It acknowledges that there has simply not been a sufficient level of case law and enforcement actions applying the Directives to digital practices, especially to novel and data-driven practices.
20. Proliferation of EU legislation in the digital area has increased regulatory complexity with overlapping laws addressing similar issues in different ways. This has caused authorities and courts to arrive at divergent interpretations concerning the same or similar types of practices. Every law review should grasp the opportunity to identify and propose simplifications to the policy framework that would help reduce unnecessary complexity. We caution, however, against adding overly concrete and specific rules to horizontal law standards that aim to clarify legislative provisions to address certain harmful practices. While these may give meaning to legal concepts in one specific business situation, they may also add legal uncertainty and complexity in other environments, as well as hinder future innovation and harm the user experience.

21. Video Games Federation Netherlands believes that the development of specific guidelines and recommendations is a better way to ensure that general principle-based rules can be effectively applied to complex commercial practices and system architectures in the digital environment. A prescriptive, one-size-fits-all, approach that does not recognise the unique context of each game would not be appropriate. The Commission's guidelines were set aside in the Fitness Check as "non-binding" and "not creating sufficient incentives for implementation". However, they proved to be very useful for video games companies, allowing them to navigate the regulatory landscape more effectively. We therefore support the issuing of further guidance at the European level as it can provide a harmonised interpretation of key provisions in the Acquis, if such guidance complements the existing PEGI and USK systems. Video Games Federation Netherlands recommends that such guidance is developed in dialogue with the industry, to ensure guidance can be effective and implementable.

Disproportionate legislative measures would disrupt legitimate business models, undermine global competitiveness in the video games sector and affect European consumer choice

22. We are concerned that the business model of purchases of in-game content may be unfairly restricted, in an unbalanced and disproportionate way by legislative proposals in the context of the Digital Fairness Act. Some proposed policy measures prepare the way or even call for an outright ban on "IGCs". This would heavily impact studios and game developers, especially European ones, that rely on optional purchases of in-game content to fund the creation of new video game content. Europe holds a strong position in video game development and is particularly successful in creating mobile free-to-play games, which rely on these mechanics.

23. We estimate that European consumers spend up to €10–11bn each year on optional purchases of in-game content, of which IGCs is the largest category. This represents approximately 38%–42% of the total revenues of the video game industry in Europe. Such optional purchases are a highly popular offering among European consumers, allowing them flexibility in whether and when to purchase, and the chance to try and play thousands of video games. Significant regulatory intervention could threaten a large proportion of that revenue¹⁷ and risks creating a two-tier system whereby European consumers do not have access to games and/or content available elsewhere in the world.

¹⁷ In 2023, 85% of the €25.7bn revenues generated by the games industry in Europe came from digital sales. Of that 85%, approximately 64% was derived from the purchase of in-game digital content, of which IGC constituted the main category.

24. The impact of such a potential loss will undermine the EU's efforts to grow and expand a key creative industry throughout Europe which accounts for 116,000 skilled jobs, 65,000 studios and a market revenue of €26.8bn¹⁸. It would also be in stark contrast to the vision expressed in the report by Mario Draghi on Europe's competitiveness and in the Competitiveness Compass. Disproportionate and draconian measures would create a significant regulatory market access barrier for European companies, especially for SMEs, and put consumers at a disadvantage relative to those in other regions. It would increase the global regulatory fragmentation of video game markets and undermine investments in the sector. Under these conditions, young innovative game developers may choose not to operate in the EU at all.

¹⁸

<https://www.videogameseurope.eu/publication/annual-data-report-on-europes-video-games-sector-launched-at-gamescom/>

Specific comments on the policy measures suggested in the multiple-choice questionnaire

The EU consumer protection legislative acquis combined with recent digital regulations is one of the strongest in the world. Video Games Federation Netherlands believes that existing laws provide the flexibility needed to protect consumers against unfair, misleading and aggressive practices. We are extremely concerned by the disproportionate and draconian measures proposed in the questionnaire and strongly believe that, if implemented, they will have a substantial impact on the European video games industry. Below we review each of the proposed actions in the questionnaire, highlighted in bold, that are of relevance to the video game sector.

Specific features in digital products, such as video games

1. **The price of in-app purchases offered in exchange for paid virtual currencies (e.g., coins, diamonds) should also be expressed in the real-world currency, such as euro.**

Video Games Federation Netherlands would like to draw attention to the following:

- This statement uses an incorrect definition of “in-app purchases”. An “in-app purchase” is where the digital content – in this case the IGC - is purchased with fiat currency (i.e., in the game-specific store, on the game platform or on a third-party seller’s website). This is where the consumer receives a receipt, where the precontractual information is provided and where the consumer consents to that purchase. An exchange of IGC for another digital item in the game is not a purchase, as confirmed by case law.¹⁹ The IGC is simply digital content to use in the game, including for obtaining other digital content.
- Video Games Federation Netherlands agrees that purchases of in-game content, including IGC, should be transparent and fair. The industry has recently presented proposals to the CPC Network to address their concerns so that consumers can easily understand the amount of real-world money they will need to spend to obtain a digital item and can easily track their total spending.
- It is of paramount importance that policy makers understand that an exact “price” in Euros or in another fiat currency cannot be provided, for the following reasons. Real world prices will be approximate because of the

¹⁹ Regional Court for Civil Cases Vienna, judgement of 26 March 2025, 10 Cg 93/23d – 31.

multiple choices to purchase offered to the consumer. These include the purchase of various IGC bundles, temporary price discounts and promotions, and variable pricing at the different points of currency purchase (e.g., in the game store, on the platform store, in a physical retail store, via a gift card, etc.). Distributors may offer different prices, increasing consumer choice and leading to effective price competition in the interest of consumers. This variable pricing results in developers or publishers being unable to provide a specific “price” in fiat currency as the purchase price of that IGC cannot be known. In addition, that real-world “price” may be below a payable unit of fiat currency. For all these reasons, only an indicative price can be provided pointing the player to how the “price” in fiat currency can be calculated, should the player wish to do so. If not, the game publisher or developer may be subject to consumer claims, such as providing misleading information. Furthermore, an indicative price would also not be meaningful and would certainly be considered misleading where players have entirely or meaningfully obtained the IGC through gameplay instead of purchasing it – a benefit offered by many free to play games.

- While the statement does not suggest this, it is of paramount importance to underline that the legal classification of IGCs is “digital content”, as defined in the Consumer Rights Directive and confirmed by the German Higher Regional Court of Karlsruhe.²⁰ IGCs are therefore subject to the rules that apply to digital content in the Digital Content Directive. **They are not a digital representation of value. They are non-convertible, are used in closed loop systems, and have no real-world monetary value. Any transfer or exchange outside of the game itself is strictly prohibited.**
- It is long established practice that a commercial transaction in real money is clearly distinguishable from gameplay for consumer protection reasons. Most commonly, such commercial transactions are kept in a separate and clearly labelled part outside of the game (typically a “shop”). This approach was recommended by the OFT’s Principles for Online and App-Based Games, which the whole industry has worked to adopt since 2014, and which was referenced by the European Commission and CPC network as good practice²¹.
- In line with these considerations, the German Entertainment Software Self-Regulation Body (USK) has already integrated purchasing functionalities into its age classification process²² and PEGI is currently undertaking the necessary investigations and planning to expand its commitments in the field of online interaction risks to align with the German USK system. In this context, the USK explicitly considers

²⁰ References: Higher Regional Court of Karlsruhe, judgement of 11 July 2018 – 6 U 108/16; Regional Court of Karlsruhe, judgement of 25 May 2016 – 18 O 7/16, BeckRS 2016, 12084

²¹ [Common Position of the national consumer enforcement authorities on consumer protection in games apps from December 2013](#), p3.

²² See “5.3.2 Purchase functions” of the [Guidance Criteria of the USK](#)

precautionary measures such as the transparent presentation of IGC, general design measures and the overall game design regarding aspects of the payment system and its functionality. The objective is to ensure that non-transparent monetisation practices do not impair the personal autonomy and integrity of children and adolescents.

2. There should be more transparency concerning the odds of winning when buying virtual items with uncertainty-based rewards (e.g., loot boxes, card packs, access to levels with rare rewards).

- According to the Commission “Note on Guidance to the Unfair Commercial Practices Directive” this disclosure requirement is applicable to all market players, including mobile platforms and PC platforms, as well as the requirement to inform consumers and players ahead of purchasing a game when a game includes paid random elements.
- We agree that there must be transparency on the probabilities of receiving a specific item or category of items from an uncertainty-based reward. This information should be clear and easy to understand. The video games industry is already addressing this point sufficiently, as outlined below. In 2019, the industry adopted commitments both at platform level (consoles) and at publisher level. The console manufacturers Xbox, PlayStation and Nintendo committed that all games on their platforms carrying paid random items must include probabilities of receiving a paid random item or category of items. This drove a significant take-up.
- As mentioned above, the PEGI Code of Conduct was updated in 2024 to include this commitment, to provide improved transparency for consumers regarding purchasable random content, such as loot boxes, and to clearly inform consumers prior to acquisition about the probability of receiving an item or category of items in an easily understandable and accessible way. PEGI is enforcing this commitment upon its signatories.²³
- The Code went further, requiring that probabilities are equivalent for all players, that random items are distributed without any disadvantageous manipulation based on unfair processing of personal data, and in compliance with applicable data protection and privacy laws, and that paying for random items is never essential to the gameplay.
- Furthermore, the USK also integrated these considerations into its age classification process. A transparent presentation of probabilities of receiving items can be positively taken into account in the age rating process. In addition, precautionary measures such as age-differentiated spending limits, clear display of purchases and total amounts, cost estimates, parental control tool functions, as well as a game design that allows for an unimpeded game flow without relying on such mechanisms, are considered relevant and are included in the age classification.²⁴

²³ see Article 8 of the [PEGI Code of Conduct](#)

²⁴ See “5.3.3 Gambling-like mechanisms” of the [Guidance Criteria of the USK](#).

- We would like to draw attention to the fact that the statement in the questionnaire uses incorrect language in discussing the “odds of winning” when purchasing paid random items. There is no prospect of “winning” or “losing” because the contents will never have economic value that can be legally exchanged out of the game. After such a purchase, a consumer always receives a random virtual item, so there is never a “loss”.
- 3. Consumers should have more control over certain features of digital products, such as video games, by having the ability to turn off features such as the sale of virtual currencies, virtual items with uncertainty-based rewards, pay-to-progress and/or pay-to-win mechanisms.**
- The video games industry has been providing world-leading tools to address this point for many years. We agree that consumers and parents must have the ability to control real-money purchases in the games they or their children play, via appropriate default spending settings and/or parental affirmative action authorising any child purchase, and that consumers and parents should be informed of whether games include the ability to make purchases. These are, and have been for many years, cornerstones of the industry’s robust platform and device level parental control tools and provide consumers and parents with the ability to control their gameplay experiences effectively.
 - We are, however, very concerned by the proposals suggested in the consultation questionnaire to “turn off” certain features such as “pay-to-progress and/or pay-to-win mechanisms” as we believe these bely a misunderstanding of how games are designed and operated and would not be possible to implement in practice. The most effective and implementable control is to provide consumers and parents with the ability to disable the optional purchase function which is standard functionality that all parental control tools already provide. The innovative approach recently adopted in Denmark, where national authorities, civil society and a group of telecommunication companies and stores have reached an agreement to provide parents with information and guidance on age-appropriate digital devices and settings is a good example of how an effective self-regulation can be integrated into national frameworks.²⁵
 - Any features in games that would be misleading or aggressive are already covered by the existing framework and the Commission’s 2021 Guidance provided examples. The PEGI Code of Conduct further stipulates that paying for random content should not be essential to gameplay.

Advanced disclosure if a game includes optional purchases

- Before engaging with a video game, either through a purchase or a download of a free-to-play game, information is provided as to whether the game includes optional purchases of in-game content. This information is displayed via an icon or a notice that is easily discoverable, so that players and/or parents have the relevant information prior to purchase.
- The PEGI labelling system supports parents so that they can easily identify games that do not include optional purchases of in-game content. A recent survey²⁶ that was carried out on behalf of PEGI s.a., shows that 79% of parents with children who play video games are aware of the PEGI rating labels. 76% said they use PEGI labels to make an informed decision when considering buying a video game for their children. In Germany, 80% of parents and guardians with children who play video games are aware of the USK age labels while around 85% of respondents consider the additional content descriptors particularly helpful for making informed decisions when selecting games for their children.²⁷

Purchase function default set to zero

- Parental control tools typically allow consumers and parents to switch off the ability to make optional purchases of digital content, such as IGCs, to engage with uncertainty-based rewards, advance through or unlock additional levels, or skip wait times.
- Many platforms and games have default settings where spending is set at zero for child accounts. In addition, verified parental consent is often required to access purchase options in a game. These solutions vary according to what is most suitable for a specific platform and/or game. In addition, all major platforms provide parental control tools, which allow parents and players to block and limit purchase functions. The objective is to prevent children from engaging in any financial transactions without the consent of their parents or guardians, and where parents or guardians decide to permit purchases, they have easy-to-use tools to manage and set limits for such purchases²⁸.
- As per our commitments adopted since April 2024, where a purchase by a minor has manifestly occurred without the explicit consent of the parent, the video games company that manages the transaction will reimburse that purchase and direct the parent to the parental tool setting to avoid the situation reoccurring.
- Further, the same safeguards are in place for video games as for any other online purchase, to ensure that no unwanted transactions can be made, especially by minors:

²⁶ <https://pegi.info/index.php/news/pegi-well-known-among-parents>

²⁷

<https://usk.de/pressemitteilung-4-von-5-eltern-setzen-beim-jugendschutz-in-games-auf-alterskennzeichen-der-usk/>

²⁸ <https://www.videogameseurope.eu/publication/in-game-purchases-in-european-markets-2024-data/>

- Any transaction, i.e., to buy digital content such as IGCs, requires multiple steps depending on the service, which can include the setting up of an account (a parent account and child account if a child is playing), a credit card number if a parent decides to allow spending, a pin code, a consent requirement, and is now often subject to two-factor authentication;
- A receipt of the transaction is always communicated to the holder of the account or to the credit card holder; and
- Should any unintentional spending occur by a child, lenient refund policies are in place.
- The Commission's Note on Guidance to the Unfair Commercial Practices Directive states that traders should make use of parental controls at platform level to disable spending, which are important instruments to mitigate any unwanted spending, as well as managing playtime and online interactions. Further, Video Games Federation Netherlands supports education campaigns directed towards parents (like www.rulethegame.nl), teachers and caregivers to inform them of the tools that are available. We would very much welcome additional support and amplification from the European Commission of these education campaigns.
- Data from Ipsos shows that, among those children who are allowed to spend in a game (18%), 95% of parents supervise their children's spending in those games. The vast majority of children are not allowed to spend money when playing games²⁹.

4. Certain digital product features should be prohibited.

- The suggestion that certain features, such as IGCs, should be prohibited is disproportionate, and would disregard the pro-consumer benefits of, and rationale for, offering optional purchases of content to use in a game such as IGCs.
- IGCs are digital content and an essential part of the gameplay. In many cases, they can be earned as well as purchased, which allows players to earn virtual items without spending any real-world money.
- IGCs are often implemented to, among other things:
 - bring authenticity to these worlds and to enhance the creative narrative;
 - allow games companies to provide players with immersive interactive entertainment experiences that are separate to, and clearly distinct from, the commercial environments in which players can elect to make *optional* transactional decisions;
 - offer bundles of IGC to keep costs down for players, and provide players with freedom and ease of use over how they use that IGC to

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<https://www.videogameseurope.eu/wp-content/uploads/2024/09/In-game-spending-by-children-parental-control-tools-2024-GameTrack-Survey.pdf>

acquire content in a game without needing to conclude a multitude of separate, often small, real-money purchases.

- Random rewards, such as loot boxes, introduce a surprise element that cannot be equated to a “win” or a “loss”, as players always receive at least one item when they open them – unlike in gambling where the possibility of receiving nothing exists. Random rewards are not automatically manipulative, and are not unique to video games, but have been a staple of consumer retail experiences for decades. There is no reasonable justification to prohibit these features in video games. Chance-based purchases are a well understood practice and their removal from the European Union would be an incredibly disproportionate decision for the European Commission to make.
- The 2021 Guidance to the Unfair Commercial Practices Directive provides guidance on when a paid random reward would be aggressive and thus prohibited. It also lists the requirements that should be respected when offering such items. When the paid random item complies with transparency requirements, specifically (i) clear information is made available prior to purchase or engagement, indicating that optional paid random rewards are available, (ii) probabilities of receiving a paid random item are clearly stated and easily understood, (iii) the avoidance of any practices deemed aggressive as listed in the Guidance, and (iv) if the trader adheres to the PEGI Code of Conduct, provisions applicable to video games incorporating paid random items, for example that these should never be essential to game play, the offering of a paid random item such as a loot box does not constitute a manipulative technique under the applicable law and should not be prohibited.

Horizontal issues

- Video Games Federation Netherlands would like to caution against overly ambitious regulatory interventions that seek to alter some of the basic legal concepts that underpin the consumer economy without considering potential unintended consequences. Such changes will affect the clarity and predictability of the legal framework and require European businesses, especially SMEs, to devote resources to compliance issues, rather than investing in growth and innovation. This would create an additional burden on companies, drive-up consumer prices, reduce consumer choice and affect the competitiveness of European businesses. It would also clearly be at odds with the EU simplification agenda.
1. **Digital products accessible to minors that contain certain commercial practices should be subject to the mandatory use of age verification/age estimation tools.**

- Video Games Federation Netherlands believes that using age assurance methods to exclude minors entirely from certain digital products may not be an appropriate and proportionate measure and is one that will infantilise minors, harm their digital literacy, and could push them to either circumvent such measures or towards less regulated experiences.
- Such an approach is out of line with children's right to have equal and effective access to the digital environment in ways that are meaningful for them such as culture, leisure and play³⁰ and that is recommended by international child's rights organisations such as UNICEF. In addition, the European Data Protection Board in its statement on age assurance in January 2025, also confirmed that as part of assessing the need for age assurance, providers may consider "the opportunities provided by the digital environment, [...] as well as [children's] evolving capacities in order to ensure age-appropriate participation".³¹

2. Traders should ensure 'fairness by design' (i.e., take technical and organisational measures to incorporate consumer protection considerations at all stages of the product or service development)

- The UCPD already includes a general clause on "fairness" set forth in Article 5, based on two cumulative criteria for assessing whether commercial practices should be deemed unfair. A practice is unfair if it is contrary to the requirements of professional diligence and if it materially distorts, or is likely to distort, economic behaviour towards the product of the average consumer to whom it is addressed. The general clause is a stand-alone provision; it functions as a safety net if a commercial practice is neither blacklisted, nor declared misleading or aggressive, under more specific bans.

3. With a view to strengthening the enforcement of consumer protection law, the burden of proof should be reversed in cases where consumers/interested parties or authorities have disproportionate difficulty in obtaining information to prove a trader's wrongdoing.

- The concept of a reversal of the burden of proof already exists in EU law. The provision of digital content and digital services is subject to a reversal of the burden of proof according to Article 12(2) of the Digital Content Directive. Any lack of conformity which becomes apparent within one year is presumed to have existed at the time when the digital content or digital service was supplied. A similar rule can be found in Article 11(1) of the Sale of Goods Directive. The reason for these rules is that the consumer will normally not avail of the expertise to demonstrate a lack of conformity

³⁰ [General comment No. 25 \(2021\) on children's rights in relation to the digital environment](#), §9, p2.

³¹ [EDPB Statement 1/2025 on Age Assurance](#), §12

or defectiveness of digital content, a service or a product that seemed to work initially but failed to do so after some time.

- A similar rebuttable presumption also exists in Article 10(2) of the Product Liability Directive which says that the defectiveness of the product shall be presumed if the defendant has failed to disclose relevant evidence pursuant to Article 9(1).
- However, Video Games Federation Netherlands would like to caution that a further widening of the reversal of the burden of proof beyond the limited timeframe in these provisions may lead to widespread abuse and frivolous litigation. Such proposals must be carefully assessed as they may create a disproportionate burden on European businesses, especially SMEs.

4. The current definition of a consumer as someone who is reasonably well-informed, observant and circumspect should be amended to better reflect the reality of consumer behaviour in the digital environment (e.g., most people not reading Terms & Conditions or understanding how their personal data is used)

- Video Games Federation Netherlands believes that the current definition in the relevant Directives is an important principle that underpins much of the current consumer law acquis. Changing this core principle of European consumer protection law has the potential to completely alter how products and services are offered in the Union and should not be a proposal that is entertained by the Commission without a full assessment of the far-ranging and material consequences any such change would have on consumers and businesses.
- Transparency is an overarching basic principle in many legal frameworks. Traders are explicitly required under Article 7.1 of the UCPD to provide “*material information that the average consumer needs, according to the context, to take an informed transactional decision*”. Any change to the definition of an average consumer will raise the threshold of what an informed transactional decision means and increase the risk of a legitimate practice being deemed misleading. A practice should never be deemed misleading simply because a consumer has not taken the time to read the information they have been provided.
- The CJEU Compass Banca judgment of 14 November 2024 has underlined the importance of transparency. The judgment reaffirms the traditional definition of the average consumer as a fictive, rational actor who is “reasonably informed, observant, and circumspect”. However, it also recognises that cognitive biases can influence consumer behaviour and holds that national courts must consider such biases when assessing the presumed expectations of the average consumer. This judgement enhances the flexibility and responsibility of national courts in addressing contemporary consumer behaviour and helps better reflect the reality of consumers in the digital environment.

5. Legislation should prevent commercial practices from targeting consumers' possible vulnerabilities of a temporary or permanent nature (e.g., sociodemographic, behavioural, financial or personal characteristics)

- It is unclear why this is included as a proposed action in this list. Commercial practices that are targeting consumers' vulnerabilities are expressly prohibited under the Unfair Commercial Practices Directive. Furthermore, the GDPR imposes strict rules on automated individual decision-making, including profiling, that has a legal or similarly significant effect on the data subject. Where advertising or marketing practices do not fall under this definition, data controllers must comply with the general legal framework applicable under the GDPR, in particular relating to provisions on basic data protection principles, the lawful basis for processing, the special categories of data and the rights of the data subject. Sociodemographic, behavioural, financial or personal characteristics are considered a special category of data and subject to the strictest form of "explicit" consent.
- In addition, such practices can be regulated under the Digital Services Act in relation to advertising transparency (Articles 26 and 38) or in relation to the protection of minors (Article 28) or the AI Act which prohibits systems that exploit vulnerabilities based on age, disability or a specific social or economic situation. Broadening the scope of 'vulnerabilities' with vague and subjective terms such as 'emotional distress' or 'negative mental state' risks diluting the clarity present in existing legislation. Furthermore, companies are obliged by legislation and regulatory codes to ensure that their advertising is not only legal, decent, honest and truthful (for all of their audience) but also does not exploit the credulity or inexperience of children who interact with their advertising content.

Dark patterns

General comments on the need for EU action on dark patterns

- The EU legal framework contains a range of instruments that can address all the practices that are highlighted in the questionnaire as potentially concerning.
 - The Commission Guidance contains a specific chapter on "data-driven practices and dark patterns" indicating clearly how the UCPD, including its Annex I on prohibited practices, regulates this issue.
 - In addition, the Consumer Rights Directive provides for extensive transparency obligations that regulate any "dark patterns" that are based on concealing essential information or default settings such as pre-ticked boxes.

- The Data Protection legal framework addresses dark patterns in various ways, as demonstrated by the European Data Protection Board in its Guidelines 03/2022 on “Deceptive Design Patterns in Social Media Platform Interfaces”.
- The AI Act prohibits subliminal techniques, purposefully manipulative or deceptive techniques or use of AI systems that exploit vulnerabilities based on age, disability or a specific social or economic situation.
- Finally, Article 25 of the DSA expressly prohibits the design of an online interface "in a way that deceives or manipulates the recipients" of a service "in a way that otherwise materially distorts or impairs" the ability of users "to make free and informed decisions".
- The existing EU and national frameworks, combined with self-regulation and co-regulation, are already capable of addressing “dark patterns” in practice without the need for additional legislation. Rather than expanding the rulebook, the Commission should further support businesses interpreting this legal framework in the context of user interface architectures. It should focus its efforts on developing specific guidelines and recommendations in partnership with industry that would allow businesses to determine ex ante whether the practices that they are considering may be considered “dark patterns”.
- Similar to guidance previously published by consumer and data protection authorities, such as ACM, CNIL and EDPB, guidelines should give concrete examples of user interfaces, including best case and worst-case examples for different scenarios, and contain best practices recommendations. They should also address the overlap between the different regulatory instruments and consolidate existing rules without introducing new requirements. They should recognise that digital choice architecture can also be objectively neutral or reflect what has been termed “bright” or “light” patterns i.e., nudges steering consumers toward choices that are likely to be in their best interests.³²
- The aim of such guidance should be to promote a consistent interpretation across Member States of what is allowed in terms of user interface architecture, which will create a coherent and predictable legal framework in which businesses can determine how they interact with their customers. At the same time, guidance should not be prescriptive but flexible enough to accommodate the diversity and unique context of each game.
- We encourage the European Commission to look at existing self- and co-regulatory solutions. The assessment of manipulative designs or processes, including purchase designs, store architectures or playtime-related pressure factors, that may deliberately impair players' autonomy is explicitly recognised in the German USK age classification process.³³ The decisive factor is whether players have the ability to

³² [OECD Digital Economy Paper nr. 336 “Dark Commercial Patterns](#), 2022, p 37.

³³ See the [Guidance Criteria of the USK](#).

distance themselves and self-regulate in order to recognise possible manipulative elements and control their gaming behaviour accordingly. Effective precautionary measures, e.g., safe default settings, transparency tools, and parental control tools can mitigate such risks and are reflected in the age rating outcome. As mentioned above, PEGI is currently undertaking the necessary investigations and planning to expand its commitments in the field of such online interaction risks in line with the German USK system.

Addictive design

1. Consumers should have more control over addictive design features, e.g., to be able to switch off the features they don't want or to choose the criteria for the recommendations they receive online (i.e., how the algorithm provides them with content).
 2. Addictive design features should be switched off by default, allowing consumers to opt in if they wish.
 3. Addictive design features should be switched off by default for minors, allowing them, potentially with parental approval, to opt-in if they wish.
 4. Certain addictive design features should be prohibited for minors.
- The Fitness Check argued that the general provisions of the UCPD could capture some of these practices but that none of the three Directives can apply to specific aspects of addictive design, namely those related to time loss and mental harms. In this view, capturing addictive design would depend on the interpretation of the economic interest concept as covering also the consumer's time and negative consequences to their mental health, which indirectly and/or eventually would also affect the consumer's material welfare.
 - The report highlights a range of features as potentially "addictive": autoplay, pull-to-refresh, infinite scroll, ephemeral content, various incentives for continued engagement, penalties for disengagement, interaction-based recommender systems and notifications gamification. Whether any of these features would actually qualify as "addictive" is extremely dubious. By labelling these features as "addictive", the Commission implies that their use can result in psychopathological effects and compromised mental health. It is an accepted fact that there remains a division amongst scientists on the existence of addiction or other mental health conditions related to playing video games. Video Games Federation Netherlands therefore recommends that the word "addiction" is not used loosely in this context. The distinction between high engagement and addiction is far from clearcut and scientific research is still ongoing.³⁴

³⁴ - See; Rose Seoyoung Chang, et. al. "[Is there adequate evidence for "game addiction?": A systematic review of biopsychosocial factors of gaming disorder](#)", 2021.

- Parents and caregivers have an important role to play here, as they are best positioned to assess their children's evolving autonomy, capacities and understanding. Video Games Federation Netherlands strongly believes that imposing default settings is likely to reduce the engagement of parents regarding their children's digital activities. Settings that are configured by parents for a specific child will always be more efficient and appropriate. Parents should therefore be encouraged to set time limits for video game play that are most appropriate for them and their children. Furthermore, default settings cannot be protected by a PIN or similar to prevent the child from changing the settings, whereas the settings of a parental control system can be protected in such a way.
- Video Games Federation Netherlands has been measuring playtime across all age groups since 2018 through a regular survey conducted by DVJ Insights. It has found that the average weekly playtime is 8 hours, and that has remained stable since 2018. Compared to video game play, according EU data from Video Games Europe, social media use is higher and reaches a 14 hour weekly average use, and TV watching reaches an average weekly viewing of 25 hours.
- Informing consumers about the availability of parental control tools and ensuring that they feel empowered with information to manage their or their child's engagement is part of the education and information efforts that Video Games Europe and member companies engage in across Europe, Video Games Federation Netherlands in the Netherlands³⁵.

Issues with digital contracts

1. **Consumers should have an easy functionality (such as a cancellation link or a button) on the trader's interface to exercise their right to cancel the online contract**
 - Video Games Federation Netherlands agrees that consumers should have an easy functionality to exercise their right to cancel an online contract. Video game subscription services can usually only be accessed by logging into a secure online environment with a username and password on the platform or directly in the game. The consumer is consequently always able to cancel the contract in the online environment, which is a convenient, safe and easily understood process. The use of a cancellation button on the trader's interface that does not require consumers to log in to their account creates significant security risks as it requires the consumer to share more data beyond a username and password outside of the secure environment.

- Veronica Rosendo-Rios, et. al. [Is there adequate evidence for "game addiction?": A systematic review of biopsychosocial factors of gaming disorder](#), 2022

³⁵ [Responsible Gameplay - Video Games Europe](#)

- Business operators in Germany are required to implement such a cancellation button as a result of the introduction by that Member State of a legal requirement to provide such functionality for subscription contracts. Our sector has seen almost no use of that cancellation process by consumers in Germany. Businesses should not be forced to introduce functionality that is superfluous, not used by consumers in practice, and that introduces material security risks for businesses and consumers alike.
- 2. Consumers should benefit from more transparency, e.g., always be reminded before their subscription is automatically renewed or a free trial is converted into a paid subscription**
- For longer subscription terms, sellers are already providing customers with notice and an opportunity to cancel before charging for a renewal. We however recommend exercising caution when implementing mandates concerning the format and frequency of such notifications. Depending on the nature of the service, renewal notices may be provided by the app or service provider, or alternatively by the app store or payment processor. Excessive notification or consent requests may lead to consumer fatigue. It is important that organisations retain sufficient flexibility to offer features aligned with consumer preferences and needs, including options regarding the frequency of notifications.

3. **Consumers should have more control over their contracts, e.g., by having the possibility to terminate an automatically extended digital subscription at any time with a short notice (e.g., one month) or by having to approve explicitly the renewal of a subscription or the conversion of a free trial into a paid subscription**
 - Sellers currently provide advance notice to customers before charging them after free trials that transition into paid subscriptions, with options to cancel the trial before being charged. We advise against implementing a form of explicit “double consent” mechanism as proposed in the public consultation. This would require substantial engineering modifications for businesses, potentially outweighing the benefits of offering free trials and consequently reducing their availability for EU consumers. Additionally, consumers are already informed and must provide consent regarding pre-contractual information, including the fact that a free trial will automatically convert into a paid subscription, at the commencement of that free trial.
4. **Consumers should have a right to request to communicate with a person in case of a problem with their contract, not only an automated chatbot.**
 - Video Games Federation Netherlands cautions against legislation that mandates introducing phone-based customer care services which are not suited for efficient consumer interaction in a digital environment. Queries about technical issues need to be forwarded to engineering and development teams and so invariably a customer care operative cannot answer the query immediately. In addition, unlike calls, emails can easily be turned into tickets that can be tracked.

Simplification measures

1. **Re-balancing the right of withdrawal from digital media subscription services (such as audio and video streaming) to make it more sustainable for the suppliers, whilst upholding the consumer’s right to change their mind**
 - The Right of Withdrawal - and uncertainty around it – may create potential loopholes for abuse that can risk the sustainability of the creative industry. This is why we appreciate the Commission’s ambition to increase clarity and certainty around the Right of Withdrawal in a balanced way.
2. **Reducing the consumer information requirements under the Consumer Rights Directive (CRD) in respect of repetitive transactions with the same supplier (such as in-app purchases) and in automated contracts concluded by consumers using a digital (AI) assistant**

- Video games companies and/or platforms offering video games are already fully subject to the information requirements of the Consumer Protection Acquis to ensure that consumers remain informed while enjoying a seamless online experience. This includes in particular the provision of the right of withdrawal and the information requirements under the CRD.
- The Consumer Protection Acquis applies whenever there is a commercial transaction. With regard to in-game currencies, this occurs at the point in time when the in-game currency (which classifies as digital content) is purchased with real world money. All subsequent exchanges of this digital content for other digital content do not qualify as commercial transactions. Therefore, the issue of 'repetitive transactions' does not exist in this context.
- Similar to our concerns regarding the "horizontal issues" section of the survey, we do not wish to see the principle of transparency – as a fundamental principle that underpins European consumer law, and protects Dutch and European consumers – abandoned without proper consideration of the consequences this may bring. In the specific case of video games, when consumers form a contract, they should be given all the necessary information that current law rightly requires. This is one of the most basic protections and must be kept in place. A misunderstanding about the nature of purchases in the video games industry should not be mistakenly used to weaken a well-understood principle that has ensured consumer trust, and so supported and enabled the European digital economy, for decades.

Unfair personalisation practices

- While the video game industry does not rely on advertising as its main revenue source, online and personalised advertising is essential for the functioning of the digital ecosystem and is already regulated by a complex and extensive legislative framework. We advise against any measures that would seek to prohibit its usage. Any proven consumer issues related to digital advertising should be carefully assessed under the existing EU regulatory framework.

Harmful practices by social media influencers

- Many video games companies impose rules on influencers by contractual means to ensure clear and prominent disclosure of commercial communications and full compliance with applicable laws. Influencers are systematically provided with guidelines on the disclosure of mandatory information to consumers and the organisation of contests and sweepstakes, including best practice examples of the appropriate

disclaimers and hashtags to disclose the partnership behind a brand or product being promoted.

About VideoGames Federatie Nederland

VideoGames Federatie Nederland (*Video Games Federation Netherlands*) is representing the video game sector in the Netherlands. We account for more than 10 million players, 4200 jobs and a total annual market revenue of 1.8 billion. Our objective is to represent videogame publishers and promote responsible gaming behavior in the Netherlands. We have been informing parents and players about responsible game play via www.rulethegame.nl since 2018.

VideoGames Federation Nederland is part of Video Games Europe.



VGFN, October 2025

Annex I: Legal status of in-game currencies and applicable case law

1. Per recital 23 of the Digital Content Directive (DCD), “digital representations of value” are electronic vouchers or e-coupons used by consumers to pay for different goods or services in the digital single market. This concept clearly does not apply to IGC, which can only be used within a game as part of the gameplay.
2. In line with long-standing industry practice and existing case law, IGC is not a means of payment but correctly classified as “digital content” under the DCD. Despite often being referred to as “currency”, IGC are technically in-game items that exist within a closed gameplay environment. They have no monetary value, are not accepted as a form of legal tender anywhere and are not comparable to real-world fiat currencies. IGC are rather an integral part of the gameplay experience, enabling players to make strategic decisions regarding their resource management and gameplay experience.
3. Reclassifying IGC as a “digital representation of value” (as proposed in the Key Principles) instead of as “digital content”, would also deprive consumers of existing consumer rights provided for digital content in the Consumer Rights Directive (CRD) and the DCD. In particular, consumers would lose the following rights:
 - the DCD would not apply to the initial purchase of IGC, depriving consumers of the protective framework afforded by the DCD, including conformity requirements and remedies for non-conformity;
 - there is a risk that the CRD would no longer apply as contracts about financial services are out of scope. Even if the CRD applies, the level of consumer protection would be reduced, particularly regarding the right of withdrawal;
 - displaying the value of in-game items in fiat currency alongside IGC would mislead consumers into thinking that IGCs have a real-world monetary value, which they do not (or alternatively, that the in-game items being acquired for IGC have some real-world monetary value, when again this is not the case). This could result in confusion and would represent inaccurately what consumers have actually spent;
 - game publishers would face difficulties in assigning an equivalent real-world fiat currency cost for in-game content priced in IGC where that IGC is sold by third-party retailers for different amounts and in different currencies. This variability in purchase prices, and the fiat currencies that may be used to acquire IGC, would make it impossible to set a consistent and accurate price for in-game items, potentially leading to price displays that are misleading for consumers;

- traders would need to provide consumers with confirmation of each use of IGC on a durable medium, such as via email. This would require additional data processing and obtaining consumer contact information, contrary to the principle of data minimisation under the General Data Protection Regulation. It would also create a similar effect to cookie fatigue, with users becoming “information blind” due to the volume of notifications generated;
 - providing a right of withdrawal where IGC is used to acquire additional in-game content would not offset the loss of a right of withdrawal for purchases of IGC and so would not enhance consumer protection. Consumers who use IGC to acquire additional in-game content would, if they haven’t waived their right of withdrawal in respect of that in-game content, only receive a refund in IGC rather than fiat currency, which does not provide a meaningful benefit. Additionally, it could lead to misuse of the right of withdrawal, e.g., to obtain free in-game items or to use withdrawal as a means for fraud. It also increases the risk of money laundering via refunds.
4. In addition to undermining existing consumer rights as set out above, a reclassification of IGC would also result in a **fundamental change of the legal framework** for video games, disrupting the game experience of consumers who wish to use IGC. Whereas under the existing legal classification of IGC there is only one contract (i.e., when the consumer buys IGC with real world money), under the Key Principles’ reclassification, each single use of IGC would qualify as a separate contract. As in most games IGC is used multiple times during gameplay, this would result in an **artificial multiplication of contracts and increased complexity to the detriment of consumers**.
 5. This would not only significantly impact the player experience, having to conclude multiple contracts while playing, but would also increase information fatigue as the consumer would have received the required pre-contractual information already when buying the IGC with real-world money. The French data protection authority (CNIL) shares thoughts like this, recently stating that *“making publishers systematically collect user consent twice for the same purpose constitutes an unnecessary and artificial complexity”*.³⁶

³⁶ Decision of 31 March 2025, English summary available online [here](#).

Annex II: the video game industry's minor protection commitments

Providing age-appropriate pre-contractual information

1. In 2003, the video game industry established the PEGI system which operates through a set of scientifically backed ethical standards in the form of a Code of Conduct³⁷. The PEGI system is part of the industry's commitment to protect minors and behave responsibly, especially where children are concerned. PEGI ratings are now used in over 35 countries.
2. The PEGI system ensures a high level of transparency for consumers as regards video games through its labelling system, allowing the consumer and the player to make an informed choice about the video game he/she would like to play or to buy, by displaying the appropriate age for playing the game, the type of content featured in the game, e.g. violent content, bad language, etc..., as well as the presence of purchases of in-game content, including paid random items. The rating criteria provide for a framework against which the age-appropriateness of certain types of content or gameplay activities is assessed. While developing video games, companies will aim for a certain age band and adapt the content, narrative and gameplay experience to meet this age band. The video game is then assessed through the PEGI age rating process, a process which is run jointly by the Video Standards Council in the UK and by NICAM in the Netherlands (the PEGI Administrators), after which the age-appropriate label is attributed to the game (i.e., PEGI 3, PEGI 7, PEGI 12, PEGI 16, or PEGI 18). This labelling system aims to provide parents and consumers with objective, intelligible and reliable information regarding the suitability of a game's content, prior to purchase, or prior to engaging with a game. The level of awareness of the PEGI age labels is high at 79%³⁸. More than 43,000 games have been rated through PEGI.
3. In order for video games companies to submit their games to PEGI for classification, PEGI requires that such video games companies agree to be contractually bound by PEGI's Code of Conduct. The Code stipulates rules for labelling and advertising, and since 2007 includes rules for privacy policies, illegal and harmful content, safety warnings and community standards. The Code includes complaints and consumer redress mechanisms and gives PEGI the power to issue sanctions in case of breaches of the Code.
4. In 2007, and updated in 2023, the industry adopted a safety by design approach to online gameplay environments by extending the PEGI

³⁷ <https://pegi.info/pegi-code-of-conduct>

³⁸ <https://pegi.info/index.php/news/pegi-well-known-among-parents>

commitments to better protect players online. Since then, PEGI Code signatories must ensure that community standards are implemented to ensure the protection of minors from unsuitable content and behaviour associated with these online environments. This includes requiring appropriate reporting mechanisms to be in place to allow players to notify such content or conduct and to ensure that offensive, racist, degrading, corrupting, threatening or obscene content is always taken down, including in chatrooms. By signing the Code, the publisher also undertakes to maintain a responsible advertising policy, to provide opportunities for consumer redress, and to maintain an effective and coherent privacy policy.

5. In Germany, youth protection in digital games is ensured through a system of state co-regulation and regulated self-regulation. Within this framework, the German Entertainment Software Self-Regulation Body (USK), founded by the games industry, operates under a legal mandate and in cooperation with the Supreme State Youth Authorities. The legislator incentivises video games companies to join or cooperate with the USK. Recognized as the competent body under the German Youth Protection Act (JuSchG) and the Interstate Treaty on the Protection of Minors in the Media (JMStV), the USK is considered a “one-stop shop” for providers regarding youth protection in Germany. The USK reviews digital games and assigns age ratings and descriptors, explicitly considering not only content but – since 2023 - also risks to minors’ personal integrity arising from interactive or usage features, such as purchases, excessive media use, gambling-like mechanisms, manipulative designs, or communication functionalities. Effective precautionary measures such as safe default settings, transparency tools, or parental controls are also taken into account. The USK is advised by a multi-stakeholder board, ensuring that its criteria reflect legal standards, pedagogical insights, and societal values.
6. In 2013, the age rating agencies (including PEGI and USK) established IARC, the International Age Rating Coalition³⁹, which comprises rating boards from across the world to provide a joint complex automated rating solution for the globalised market of apps. IARC has now been adopted by many digital stores, including Google Play, Microsoft Xbox/Windows, Nintendo® eShop, Sony PlayStation®, Epic and Fortnite. Besides content classification, it also informs the consumer about certain types of functionalities in an app, such as in-app purchases, location data sharing, and the ability of users to interact.
7. Our sector’s voluntary commitment to establish and subsequently participate in the PEGI, USK and IARC systems has ensured a high level of safety, security and privacy in the online video game environment. This is because cooperation with these classification bodies is not limited to a thorough examination of video game content but also extends to an assessment of the

³⁹ <https://www.globalratings.com/>

wider gameplay environment and the appropriateness of the measures implemented.

8. In addition, the video games industry is actively working on maintaining a positive community in the game environment, for example by hiring community managers, whose role is to build self-sustaining, healthy, non-toxic communities that moderate themselves. Often, they have specific Codes of Conduct or Terms of Use in place to fight against toxicity on their services, whereby mechanisms are implemented to detect and sanction toxic players (including permanent banning) or educational programs are set up in order to ensure a fair and friendly gaming environment for their players.

Tools ensuring involvement of parents and caregivers

9. Parental consent is a key concept to ensure that the best interests of the child are considered in a digital environment and that appropriate safeguards are in place. The video games sector is at the vanguard of the development of sophisticated and robust parental control tools⁴⁰ on a variety of devices and software applications. These tools allow parents and caregivers to agree with their children, on the basis of their age and maturity, what type of video game content can be accessed, whether in-game spending will be allowed or limited, or if any data may be shared with others online. Parents and caregivers are invited to set up accounts for their children providing parents with a significant degree of control over their children's online activities, including consenting to the processing of their children's data and managing with whom and how the child communicates and whether user-generated content may be shared.
10. These tools are best utilised by parents and children working together to understand games and gameplay, rules and boundaries. The video game industry has launched public awareness campaigns in 16 countries in local languages to inform parents about the tools they have access to in order to set fair rules, but importantly to also inform parents on how to start a dialogue and how to take an interest in their children's online activities⁴¹. We recommend that parents play video games with their children and attend events together. The video games sector partners with relevant institutions such as family organisations, media literacy organisations, and public authorities, to ensure that the right audience is reached, and that the information is relevant.
11. Parental tools also play a key role in German youth protection regulation which allows that recognised self-regulatory bodies such as USK can audit and certify them. The existence of certified parental control tools must be

⁴⁰ Information about the functioning of these tools can be found here: <https://pegi.info/parental-controls>

⁴¹ <https://www.videogameseurope.eu/responsible-gameplay/responsible-gameplay-in-your-country/>

taken into account during the examination process and may have a positive impact on the overall classification of a video game.

Enabling consumer redress and efficient enforcement

12. The PEGI system is committed to ensuring that players always have access to appropriate reporting mechanisms that allow them to submit complaints which can be heard by an independent complaints board. PEGI is overseen by a number of independent bodies. The PEGI Management Board is responsible for the day-to-day management of PEGI. The PEGI Council includes officially designated representatives of the European Member States and Institutions who are tasked with monitoring the operation and evolution of the PEGI System and proposing any changes necessary to take into account relevant social, legal, and political developments. The PEGI Experts Group is comprised of specialists and academics in the fields of media, child psychology, classification and technology who consider technological and content-related developments. And finally, there is a PEGI Complaints Board and an Enforcement Committee which is composed of independent experts who can hear consumer complaints and impose corrective sanctions or fines that can go up to €500,000.
13. The Complaints Board deals with complaints that are submitted by consumers or by publishers, while the Enforcement Committee oversees compliance with the provisions of the PEGI Code of Conduct. The PEGI Administrators receive a sizeable number of questions each month about the PEGI ratings. Should a complaint be received from a consumer or publisher and no satisfactory settlement can be reached by the PEGI administrator through discussion, explanation or negotiation, the complainant may formally request the Complaints Board to mediate. Publishers using the PEGI system are bound by the decision of the Complaints Board. Consequently, they are obliged to carry out any corrective actions required and, in cases of non-compliance, are subject to sanctions up to fines of 1 million Euro, as laid down by the code. Self-regulatory bodies in Germany have corresponding complaints boards for their members.