

CPC Network Principles – Industry proposals

*The **European Games Developers Federation** and **Video Games Europe** have submitted Proposals to the **CPC Network** on principles governing virtual in-game currencies.*

Whenever optional purchases of in-game content are offered to players and consumers, these must be fair and transparent and comply with the legal obligations according to the applicable law.

In-game currencies (IGC) are typically sold via multiple stores. Therefore, prices will vary as each company adheres to their obligations under competition law. This makes it difficult to state the end “price” in fiat currency of an in-game exchange, as the publisher of the game will not be aware where the in-game currency was purchased, or at what price, and multiple different purchases may be involved. The video games industry has made proposals, summarised below, as solutions to ensure transparency for customers, while retaining the flexibility they enjoy.

1. Price transparency for players when using in-game currency

a) For paid in-game currency (PIGC)¹: Display the real-world currency cost borne by the player by either:²

- Providing an indicative real-world currency cost that a player might bear, such as by reference to the average/indicative/highest cost of purchasing the necessary amount of PIGC through a relevant bundle; or*
- Providing an indicative unit price of PIGC (such as a per-PIGC cost based on the smallest or most relevant bundle) and/or information about how to calculate this figure;*
- In addition, under both of the above options, the player’s PIGC balance is always visible within the in-game storefront.*

b) Provide easily accessible information on how in-game currency - paid and earned - can be used in the game.

c) Offer a centralised information page for players on how to access their transaction history.

2. Refrain from practices misleading consumers by obscuring the price of IGC.

For future game releases and updates that add or alter IGC features in existing games, commitment not to introduce IGC that can only be used to acquire other IGC by proxy, or IGC that can only be directly acquired with a paid IGC.

3. Minimise residuals of IGC

¹ PIGC or “paid-for in-game currencies” means in-game currencies that can solely be meaningfully obtained through a direct purchase with real-world money. The provision of a small amount of IGC to players through gameplay, for example during the introductory elements of a game, or via occasional gifting of a small amount of IGC to players by the publisher or developer, is unlikely to be meaningful if those are the only occasions during which the IGC can be obtained by players without a purchase using real-world money.

Ensure the availability of a tailored top-up option, or where this is not possible, a very small bundle alongside standard bundles of IGC. This aims to prevent players from purchasing more IGC than necessary to obtain a specific item.

4. Refunds

Provide refund of bundles that are wholly unused within 48 hours of the purchase, even where consumers have waived their withdrawal right. This commitment exceeds existing consumer law requirements and applies where developers manage the transaction on the applicable platform and can verify that the currency remains unused.

5. Fair contractual terms

Give reasonable notice of any removal of in-game currency from the game.

Remove or modify content that is illegal or harmful.

Modify games so they remain balanced and functional.

Clearly explain in Terms of Services why in-game content may be modified or removed.

Provide a minimum of 30 days' notice before removing any other persistent and purchased in-game content.

Provide a means to contest bans, suspensions, and account/content removal, while ensuring privacy and security.

6. Ensuring a safe environment, particularly for children when they play games

Prior to engaging with a game, the consumer is informed if the game includes optional purchases.

Purchases must be clearly distinguishable from gameplay.

Tailored systems determine the age appropriateness of each game via the PEGI and USK systems, including enforcement powers such as corrective actions and/or sanctions.

All major platforms provide parental 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 decide to permit purchases, they have easy-to-use tools to manage and set limits for such purchases.

- Many platforms and games have default settings where spending is set at zero for child accounts. Increasingly, other non-device-based systems may require verified parental consent to access purchase options in a game. These solutions vary according to what is most suitable for a specific platform and/or game.*
- Where a purchase by a minor has manifestly occurred without the explicit consent of the parent, the company that manages the transaction is committed to reimbursing that purchase and to directing the parent to the parental tool setting to avoid the situation repeating.*

Disagreement on the legal interpretation

The industry does not agree with the CPC Network's legal interpretation that IGC would constitute a 'digital representation of value'. This is not supported by national case law and relies on a novel reading of a recital in the Digital Content Directive that was never intended to cover video game IGCs.

*In addition, a judgement by the European Court of Justice (case C-472/24, Runescape),³ addressing for the first time the character of IGC, confirmed that they are legally not to be treated as a 'currency'. IGC have no monetary value, cannot be exchanged or cashed out, and exist solely within gameplay. The CPC Network's interpretation would effectively amount to a 'de facto' prohibition of IGCs because of the **negative consumer impact**: their legal interpretation would (i) cause significant player disruption as the player would be subject to a consent and contract at every exchange of the IGC for another item (worse than 'cookie fatigue'), (ii) reduce consumer and minor protection because the principle of separation between a commercial transaction and gameplay itself would no longer be valid, and (iii) require minors to enter into contracts during gameplay, and reduce the benefits for parents when they purchase the IGC for their child in the first place, consenting to the purchase and the contractual provisions.*

Redesigning in-game mechanics, as suggested by the CPC Network whether for structural purposes or to fulfil certain proposals as originally stated, would likely result in the removal of many games from distribution in the EU because of the significant investment required to do such redesign. While some larger players might afford to no longer serve the EU market, smaller game developers may not have the same resilience resulting in studio closures as previously highlighted. This would have a significantly negative impact on consumer choice, jobs and growth as well as digital literacy, and on the European Union's standing within the global video games market impacting its overall aims for the competitiveness of the EU.

The industry respectfully asks the CPC Network to review the Key Principles to avoid the significant legal uncertainty and considerable confusion they create for businesses (particularly SMEs) in Europe and internationally.

³ Case C-472/24, Runescape, available [here](#). Please note that while this is a tax law case, the analysis of the character of IGC is of general nature.