

Revised industry proposals in response to the CPC Network's Key Principles on In-game Virtual Currencies

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Introduction and context

We would like to thank the CPC Network for the constructive feedback we received on 19 December 2025 on the proposals made by the industry as submitted to the CPC Network on 9 September 2025.

We write to continue the dialogue and hope to finalise a solution that is acceptable for both the CPC Network and the industry. While there is still disagreement regarding the legal classification of in-game currency (IGC), our latest response focuses on a solutions-oriented outcome, and includes additional explanations, background information, and updated proposals. We trust that these updates will be favourably received by the CPC Network and that we will be able to move forward on the basis of what is set out in this letter.

Principle 1: Price Transparency

Information on transaction history (proposal 1.3)

We note that the CPC Network has welcomed the industry's proposal for a centralised resource on how to locate transaction histories. This will indeed allow players to have a full overview of their purchases. This proposal also goes beyond current legal requirements, as interpreted by national courts.

We take note that the CPC Network encouraged platform operators and game developers to make this clear and easily accessible for consumers. This is indeed the intention of this proposal. We want players to have access to the information available on this central resource, to be aware of its existence, and to use it regularly. As a result, if the CPC Network accepts the industry's proposals, our members will begin to point their players and consumers to this central resource, and we would welcome the CPC Network's support in promoting its existence through their own channels.

Easily accessible information on how IGC is used in a game (proposal 1.2)

The CPC Network also welcomed the industry's proposal for easy access to information on how IGC is used in each game, and considered this to be useful information for players. This information resource would provide consumers with a full understanding of how such content can be used in a game, for what purposes, how it can be obtained and, in particular, where games include both earned IGC and purchased IGC (PIGC), the differences between such types of IGC.

We would like to draw the CPC Network's attention to the fact that the proposed information resource would also include an explanation of the fact that different prices for IGC (depending on the store from which it is purchased) are normal, and result from companies adhering to their obligations under applicable competition law. This information will support the consumer in their decision of whether or not to purchase IGC, and if so, how much and from which store. It would also ensure that players understand that any in-game price display in fiat currency might be different depending on the means of acquisition.

In our view, this information resource would be essential to address the overarching concern expressed by the CPC Network in its Key Principle 1: *"Consumers could easily be misled where the*

use of in-game virtual currencies make the implications of the purchasing decisions less clear for them”.¹

The availability of this information would have the added benefit of complementing the existing PEGI consumer labelling regarding the possibility of making optional purchases of content to use in a game.

Providing information for calculating a real-world currency cost (proposal 1.1)

We appreciate that the CPC Network has welcomed the industry's proposals with regard to price transparency. We disagree, however, with the CPC Network's contention that the industry's proposals would fall short of legal requirements. We understand that the CPC Network's belief is rooted in the ongoing disagreement regarding the legal classification of IGC. From our perspective, we remain of the view that the CPC Network's interpretation of what amounts to a “digital representation of value” is not consistent with settled case law and involves an unprecedented extension of the definition of that term². We therefore strongly believe that the proposals offered by the industry are not only in line with legal requirements, but in fact go beyond them.

We remain committed to resolving this matter with the CPC Network in a constructive manner, and so suggest leaving this legal disagreement aside. Our proposed solution would provide even more transparency for consumers, retain easy parental oversight and the benefits that in-game currencies provide for players, and give choice to game companies. Crucially, it is a series of measures that are capable of being implemented by the entire industry as soon as possible. To this end, we would like to offer an updated set of proposals further addressing the CPC Network's concern that the previous proposal 1.1. “*would leave the implementation details to the developers*” and therefore provide “*too much room for uncertainty*”.

On this point, we would like to propose the following, distinguishing between Paid In-Game Currency (**PIGC**) and Mixed In-Game Currency (**MIGC**). For the avoidance of doubt, these proposals would be **in addition to providing an obvious signpost to the IGC information page** referred to in proposal 1.2 of our prior submission, which all games that include IGC would be required to do.

¹ CPC Network Key Principles on virtual in game currency, page 2.

² Recital 22 of the Digital Content Directive states (our emphasis added): “*However, since digital representations of value **have no other purpose** than to serve as a method of payment, they themselves should not be considered digital content or a digital service within the meaning of this Directive.*” This Recital does not include the parenthetical wording “*(or any other purpose being secondary to this)*” on which the CPC Network relies to extend the scope of a digital representation of value to cover IGC.

For PIGC:

If a game uses PIGC, we propose two firm options (instead of the three examples as in the previous proposals) that companies must choose from to achieve additional price transparency:

Option 1:

- Making the player's PIGC balance always visible within the in-game storefront, from which they can immediately see how much (if any) PIGC they need to purchase. A clear signpost to the currency purchasing page will allow them to view the prices of PIGC, should they require more, **and**
- 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 one or more relevant bundles.

[Explanation: this is how Epic Games is addressing the CPC Network principle 1, as presented to the CPC Network. The CPC Network has received screen shots of how this is implemented in Fortnite.]

OR

Option 2:

- Making the player's PIGC balance always visible within the in-game storefront, from which they can immediately see how much (if any) PIGC they need to purchase. A clear signpost to the currency purchasing page will allow them to view the prices of PIGC, should they require more, **and**
- 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.

[Explanation: transparency can be achieved by giving an indicative unit price of PIGC based on the smallest or most relevant bundle. This proposal is in line with the pricing transparency commitment that was accepted by the CPC Network in connection with its coordinated action against TikTok.]

For MIGC:

If a game uses MIGC, we propose that companies must do the following:

- Ensure, at a minimum, that the player's MIGC balance is always visible within the in-game storefront, from which the player can immediately see how much (if any) MIGC they have left, and therefore decide whether they wish to purchase additional MIGC or play the game more to earn MIGC.
- Provide a clear signpost to the MIGC currency purchasing page, which will allow players to view the prices of MIGC, should they wish to purchase any more.
- Provide an obvious signpost to the IGC information page (as referred to in proposal 1.2 of our previous submission).

[Explanation: these three bullets are cumulative, i.e. companies will have to implement all of them. The last bullet includes the signpost as referred to in proposal 1.2 of our previous submission. For more details why MIGC require a different solution than the one proposed for PIGC, see the reasoning below.]

Reasoning underlying our revised proposals for increased price transparency:

We would like to stress to the CPC Network **that the indicative cost or unit price can be more representative than providing the consumer with the highest price**, the latter being a reference point that the CPC Network suggests the industry consider in its latest feedback. In our view, the highest price by default would be a flawed and potentially confusing measure because it does not take into account the discount that the consumer may receive from purchasing higher quantity PIGC bundles, the differing prices at which that PIGC is sold, or how players typically purchase PIGC in-game, and would therefore provide the consumer with a value that may be unrealistic in practice. While providing consumers with a highest possible price may be one way of providing consumers with additional price information, we strongly believe that price statements should be as accurate as possible so as not to be potentially misleading to consumers, and our proposals are designed to achieve that by giving games companies the freedom to select the method of displaying additional price information that makes the most sense for consumers in the context of their specific game. For an illustrative example of this, see the [Annex I](#) at the end of this document.

Further, according to Article 4(c) of the Unfair Commercial Practices Directive, where the nature of the product means that the exact price cannot reasonably be determined (as would be the case where PIGC is used to acquire in-game items), the consumer must be informed about the manner in which it could be calculated. Under our proposals for PIGC, the consumer will (i) see the cost of the in-game item in PIGC; (ii) be provided with an indicative cost or unit price for that PIGC; (iii) be informed of how that indicative cost or unit price was determined; and (iv) be informed of how to calculate an indicative cost for the PIGC they wish to use themselves.

As explained during our September meeting, it is often the case that an exact price for an in-game item that is offered in exchange for IGC cannot be calculated. This is not simply due to design decisions on the part of the games company, as the CPC Network has alleged in its latest response, but is instead mainly due to the following reasons:

- IGC can be – and often is – sold at different price points at retail. For instance, the same IGC may be offered for sale directly by the developer/publisher on their webstore, through digital intermediaries such as mobile app stores, and as physical “gift cards” purchasable in brick-and-mortar stores. This means that the consumer has choice, but the developer will not know which retailer the consumer has purchased, or would purchase, the IGC from or the cost that the consumer has paid, or would pay, for that IGC. Having different retail prices and means by which to acquire content is generally viewed as a pro-consumer measure, as it allows consumers to shop around and choose the offer they prefer and fosters competition between traders which typically results in lower prices for consumers. This choice by consumers and resulting differences in retail prices are protected by EU and national competition law. Any system that would lead to traders aligning their retail prices (e.g., by

requiring the display of ‘accurate’ or ‘exact’ prices when IGC can be sourced through different channels with their own price setting autonomy) would therefore result in infringing Article 101 TFEU or equivalent national cartel provisions.

- Similarly, even if a video games company was aware of previous spending behaviour by a player who already paid for a given bundle of IGC and has sufficient IGC balance to acquire an in-game item, the company still wouldn’t be able to calculate an exact price for the item as to do so would require the company to be able to track how much each unit of the IGC the player wishes to spend originally cost. This becomes impossible where the player has purchased more than one type of IGC bundle. In addition, we would like to clarify that games are not designed to track each individual purchase of currency and the price point at which it was purchased and requiring the industry to do so would have the consequences outlined in the final paragraph of our letter.
- In addition, for MIGC it is impossible to calculate the real-world ‘price’ of an in-game item offered for MIGC because that MIGC can be both bought and earned through gameplay. If games companies were forced to calculate a notional price or unit cost, this would lead to a nonsensical value that does not reflect how the overwhelming majority of players acquire MIGC, i.e., through gameplay. In any event, this would not result in more price transparency, but rather consumer confusion.

For the above reasons, the industry strongly believes that displaying an indicative cost or unit price for PIGC is the best proposal possible, as this comes closest to the real-world currency cost, and that for MIGC, our updated proposals set out in this letter would be more beneficial to players than an artificial and confusing indicative cost or unit price.

Principle 2: Avoid practices that obscure the cost of in-game digital content and services

We note that the CPC Network welcomes our proposal to terminate layered currencies for future game releases.

As explained in our proposals, it is not possible to extend this commitment to existing games and to do so would have the consequences outlined in the final paragraph of our letter. However, we would like to reiterate that proposal 1.2. would bring additional transparency to consumers on how the IGC functions in the game, in particular when a game includes MIGC, a mix of MIGC and PIGC, or multiple different IGCs which would serve to address the CPC Network’s stated concerns about players being confused where a game supports more than one type of IGC.

We will commit to informing our respective membership of the importance of ensuring consumers are not misled by multiple overlapping IGCs within a game. We note that the CPC Network confirms that whether to decide if a practice is unfair, must be done on a case-by-case basis.

Principle 3: Practices that force consumers to purchase unwanted in-game virtual currency should be avoided

We welcome the feedback from the CPC Network that our proposals limit additional purchases of IGC where these are not needed.

For PIGC, we would like to clarify that our proposals aim to get as close as possible to a tailored top-up, so that the possibility of players being left with residual PIGC is minimised, by ensuring that all games that use PIGC will make available a low-cost bundle of PIGC that includes a modest amount of PIGC that is appropriate for the game.

We wish to reiterate that for certain games it is not technically possible to offer a truly granular top up mechanic whereby players can purchase a single unit of PIGC or any other bespoke amount of PIGC they want, because of how platform payment systems work and the requirements imposed by intermediaries (such as mobile app stores) with respect to minimum price points (i.e., a fraction of a monetary value), maximum purchasing limits, in-game SKU limitations, and the variety of things that can be acquired in-game with that PIGC. For an illustrative example of how such mechanisms are limited by the terms of digital storefronts, see [Annex II](#) below this document.

For MIGC, as discussed during our September meeting, we strongly believe that the CPC Network's concerns regarding odd-pricing are unfounded, as players are never left with residual, unusable MIGC, because they can, and do, always earn additional MIGC through gameplay. In essence, the game's very design provides players with a built-in top-up mechanic for MIGC that negates any need for an additional payment-based top-up. We strongly believe that the use of MIGC is one way to avoid unnecessary purchases of additional IGC and allows the use of any residual, as players earn IGC through playing the game without having to spend anything. In essence, players can choose to purchase additional MIGC if they wish to do so, but this is entirely optional and, invariably, the overwhelming majority of players do not purchase any MIGC.

Principle 4. Consumers should be provided with clear and comprehensible pre-contractual information

As previously indicated to the CPC Network, we do not have any proposals on this point.

We agree that all necessary information should be clear at the place of purchase of the IGC with real-world money, where the consumer receives a receipt, consents to the precontractual information and is presented with the withdrawal waiver.

We continue to maintain our position that if an exchange of IGC in the game for digital items would be considered a purchase and thus would be a contract in legal terms (*quod non*), this would lead to unintended consequences for the player community and impact negatively their experience, leading

ultimately to less consumer protection, and potentially encouraging fraud not to mention the consequences outlined in our final paragraph.

Instead, the concerns that underpin the CPC Network Principles 1, 2 and 3 and the advancements that our membership is making to address these points will further increase the transparency afforded to consumers.

Principle 5: Consumers' right of withdrawal should be respected

We agree that clarity of the withdrawal right for digital content, at the place of purchase of the IGC, is fundamental for consumers so as to enable them to understand and exercise their legal rights. Our proposals do not seek to disrupt that fundamental legal right, but instead look to build upon it. The proposal we have put forward goes beyond our industry's existing legal obligation, as it would allow players to seek reimbursement of wholly unused IGC within 48 hours of purchase, even after the player has waived their withdrawal rights with respect to that purchased IGC. This would be a significant pro-consumer benefit as it would provide consumers with an additional refund right that they are not legally entitled to (except in certain very limited circumstances).

As regards the CPC Network's request for a 14-day withdrawal right, it needs to be restated that there is no legal basis for this, as the theory of "digital representation of value" is not consistent with settled case law (see page 2 above). Notwithstanding this lack of a legal basis, we would like to provide feedback to the CPC Network on the complexity of their request that the industry provide players with a 14-day withdrawal right when they exchange IGC for other in-game items. Facilitating such a right of withdrawal would require the creation of bespoke tech in multiple systems of each game, along with accompanying platform store technology, and would mean that players who refuse to waive that withdrawal right would have to wait 14 days to receive the in-game items they wanted to acquire, which would have a hugely negative impact on their overall gameplay experience.

Second, with respect to any in-game digital services that are acquired in exchange for IGC, there would be a high risk of fraud because players would be able to exploit the right to buy, use and reap permanent benefits from that digital service, and then repeatedly claim a partial refund in respect of the unused portion of that digital service. While the CPC Network considers that such right of withdrawal would be waivable in respect of digital content, requiring players to waive that right every time they use even the smallest amount of IGC during gameplay (in addition to at the place of purchase of the IGC) would only frustrate and fatigue them.

As regards measures that the industry takes to avoid that minors make unauthorised purchases, the following is undertaken:

- To prevent children from unintentionally spending money on content to use in the game, 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.

- Making available parental tools on all major platforms allowing parents and players to block and limit purchase functions.³
- Continuing to provide data on whether children are allowed to spend on in-game content and whether parents supervise their children's in-game spending. Video Games Europe has collected this data consistently for 5 years, covering the main consumer spend markets in Europe, and makes these reports publicly available on the Video Games Europe website.⁴
- Continuing information campaigns towards parents, guardians 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.⁵

Because of these measures and consistent efforts, according to regular research by Ipsos, only 18% of children are allowed to purchase content to use in a game, with a very high parental supervision rate of 95%.⁶ The proportion of children who are allowed to spend is not increasing and has remained stable, and has even decreased since 2018. The number of complaints received by video game companies relating to unauthorised purchases by minors is extremely low. This is the reason why our trade associations requested the CPC Network to ask the consumer organisation BEUC to provide the number and nature of complaints, to substantiate its complaint to the CPC Network.

We welcome further information campaigns and/or amplification of the work the industry does for parents, guardians and educators, including on the importance of parental controls, the tools available and where to find them.

Principle 6: Contractual terms should be fair and written in plain and clear language

We welcome the CPC Network's feedback on our proposal on Principle 6.

As regards unfair modifications and removals, we propose to address these in the following way in the context of the contractual requirements:

- Companies will be fully transparent in their contract terms, so that players are aware that, in line with maintaining conformity, companies may manage, regulate, control, modify or eliminate virtual items and their use at any time and that they shall have no liability to players or any third party if they exercise any such rights with or without notice, even where notice is not required.
 - Notwithstanding the foregoing, where such changes are not required by the nature of the game (e.g., live service or multiplayer games that are constantly changing and evolving to improve user experience and to maintain the game's security, balance and fairness), companies commit to managing, regulating, controlling, modifying or eliminating virtual items (i) by giving reasonable notice, or (ii) automatically refunding

³ <https://www.videogameseurope.eu/parental-controls/>.

⁴ <https://www.videogameseurope.eu/news/latest-survey-on-childrens-in-game-spending/>.

⁵ <https://pressplaytogether.eu/>.

⁶ <https://www.videogameseurope.eu/news/latest-survey-on-childrens-in-game-spending/>.

the purchase of such virtual items, or (iii) providing players with some other “make good” of comparable or higher value to the player (e.g., IGC value of item).

- Companies commit to clearly stating in their contract terms that the companies' rights to change the service regarding virtual items may only be acted upon for a valid reason, including but not limited to, improving the user experience of the service, adding more functionalities to the service, protecting the company's own, or a third party's, justified rights, or correcting a fault in the service.
- Furthermore, if companies reserve the right to change their contract terms unilaterally at any time, they will commit to providing advance notice of any material changes to such terms.

As regards the suggestion by the CPC Network to extend our proposals in respect of Principle 6 to cover digital services, we can confirm that that was indeed always our intention, and that our proposals on Principle 6 would apply to both digital content and digital services as defined in the Digital Content Directive.

Principle 7: Game design and gameplay should be respectful of different consumer vulnerabilities

We welcome the CPC Network's positive feedback on our explanation of how the sector has advanced its commitment to minor protection for more than two decades, and on the specific examples from our membership on how they ensure that video gameplay is enjoyable, safe and age appropriate.

The sector encourages a robust, evidence-based approach when considering future policy making, and reiterates our commitment to supporting the debate with our extensive data collection commissioned to Ipsos since 2012, on player demographics, player behaviour, and in particular on how players engage with optional purchases of content to use in a game.

We believe that our proposals put forward to the CPC Network on the Key Principles in September and the additional proposals made in this document, will allow for further improvements in consumer transparency and will limit unwanted purchases.

As a concluding remark, we would like to address the CPC Network's suggestions made in several places of its 19 December response, that structural changes would be required in the sector. We would like to remind the CPC Network that our sector is one of the few sectors that has succeeded in delivering a true digital single market for consumers with significant choice over how they access games. 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.

ANNEX I: Illustrative example as regards the limited value of providing the consumer with the highest price

Imagine a mobile game where a cosmetic skin is offered for 2500 gold (PIGC), and where this PIGC can be purchased through two different channels, as shown in the box below.

Channel 1: in-game store

Bundles sold in-game:

- Bundle 1: 500 gold for €1.49;
- Bundle 2: 1000 gold for €2.79; and
- Bundle 3: 1500 gold for €3.99

Channel 2: developer's webstore

Specific larger bundle, offered only on the developer's webstore:

- Bundle 4: 2500 gold for €4.99

Bundle 2 is the most popular bundle of gold that is sold.

In this scenario, a player with no gold who is seeking to purchase 2500 gold to obtain the cosmetic item may do so in different ways, for instance:

- by purchasing Bundle 4 (i.e. the exclusive webstore 2500-gold bundle for €4.99). This would represent the most cost-effective method of purchasing the required amount of gold,

OR, if the player is not aware of the webstore, or prefers to make purchases directly in-game for ease, by purchasing a combination of the gold bundles that are available in the game, for instance:

- five of Bundle 1 (each 500 gold for €1.49 each), resulting in 2500 gold for €7.45 for in total. This would be the least cost-effective choice a player could make and is also unlikely to be adopted in practice by most players, given the other bundles on offer.
- three of Bundle 2 (each 1000 gold for €2.79), which is the most popular bundle in the game, yielding 3000 gold in total for €8.37. However, the relevant cost attributable to the cosmetic item is not €8.37, as the player would still be left with 500 gold for future use.
- one Bundle 3 (1500-gold for €3.99) together with one Bundle 2 (1000-gold for €2.79), yielding exactly 2500 gold at a total price of €6.78; or
- two of Bundle 3 (each 1500 gold for €3.99), yielding 3000 gold in total for €7.98. However, the relevant cost attributable to the cosmetic item is not €7.98, as the player would still be left with 500 gold for future use.

Indicative Cost vs. Highest Cost:

If the cost of the most expensive (per unit) bundle of gold was used to calculate the ‘highest possible real-world cost’ of the in-game item, the ‘cost’ would be: **€7.45** ($5 \times €1.49$). This is significantly more than the price at which 2,500 gold can be purchased and does not reflect how most players typically purchase gold. It is therefore likely to be viewed as an inaccurate and artificially high “price” by players.

If the most expensive (total cost) bundle of gold was used to calculate the ‘lowest possible real-world cost’ of the in-game item, the ‘cost’ would be: **€4.99** ($1 \times \text{Bundle 4}$). However, as Bundle 4 is only available on the developer’s webstore, players may view this as being an artificially low “price”.

If the cost of the most popular bundle of gold was used to calculate an ‘indicative cost’ for the in-game item, the ‘cost’ would be: **€6.98** ($(€2.79 \div 1000) \times 2500 = €6.98$). This may be closer to the cost that a player would likely expect, given typical player purchasing behaviour in the game overall.

Examples of other acceptable approaches to calculating an indicative cost, which reflect rational consumer behaviour, would be:

(i) using the cost of purchasing Bundle 2 and Bundle 3 in the game, i.e. **€6.78** ($€2.79 + €3.99 = €6.78$);
or

(ii) using the per-unit cost of purchasing PIGC from Bundle 3, i.e. **€6.65** ($(€3.99 \div 1500) \times 2500 = €6.65$).

However, even such indicative costs would still misrepresent the consumer experience, where players predominantly, or exclusively, earn IGC through gameplay, as the display of a real-money price may lead players to believe that payment is required to obtain the item when in practice it may be acquired partly or entirely through gameplay without additional spending.

Per Unit Cost

Similarly, if the game offered multiple other types of in-game items (e.g. weapons, character skill points, emotes, etc.), the value of which in PIGC varied significantly to the cosmetic skin, or if the same bundles of PIGC could be purchased from numerous channels at varying price points, then displaying any indicative cost in-game may not make sense for that game. It may therefore make more sense to disclose the per-unit cost of PIGC rather than suggest that an in-game item could be purchased for a non-payable unit of money. For example, if players can use gold to acquire skill points, each of which is valued at 2 gold, then displaying an indicative cost may result in some items displaying non-payable units of money:

- Using Bundle 2: $(€2.79 \div 1000) \times 2 = €0.0056$
- Using Bundle 3: $(€3.99 \div 1500) \times 2 = €0.0053$

It may therefore be less confusing to consumers for the game to display the per-unit cost of PIGC in the game instead (e.g. 1 gold = €0.003) so that there aren't in-game items that appear to be "priced" for non-payable units of money.

ANNEX II: Illustrative example of how top up mechanisms are limited by storefront operational requirements

Consider a game distributed via a digital storefront in the EU that uses gold as a PIGC to acquire cosmetic items. On digital storefronts, in-game purchases are generally subject to minimum price points. Assume that, for euro-denominated pricing, the current minimum available price tier is €0.29 (as observed in practice on EU storefronts). Any purchasable gold bundle must therefore be priced at €0.29 or above. Assume that the smallest gold bundle offered by the game is a 500-gold bundle for €1.49, corresponding to an effective unit price of approximately €0.00298 per unit of gold. If the developer were required to offer a 1-gold bundle, two options would exist in theory:

- Pricing 1 gold below €0.29. This is not technically possible, as the bundle would fall below the minimum price tier accepted by the storefront payment system and therefore could not be offered via the storefront.
- Pricing 1 gold at €0.29. This would imply an effective unit price of €0.29 per gold, which is almost 100 times higher than the per-unit price of the next available bundle (€0.00298 per gold). A player would therefore pay €0.29 for a single unit of gold while being able to purchase 500 units for only €1.49. Such a disparity would be likely to be perceived as unfair and misleading by consumers, especially if the 1-gold bundle is the first top-up option presented to them when they do not have sufficient IGC to acquire an item, even though the bundle technically complies with storefront pricing rules.

Minimum price tiers imposed by digital storefronts reflect the underlying operation of global storefront payment systems, which must account for fixed payment-processing costs, fraud prevention, refunds and chargebacks, tax collection, currency conversion, and consumer support across hundreds of jurisdictions. Very low-value transactions are particularly vulnerable to abuse (including card-testing and refund cycling) and can generate disproportionate operational and consumer-protection costs relative to their value. In addition, extremely low-value purchases can create a poor consumer experience, as such transactions may appear trivial, confusing, or irritating to users once payment prompts, confirmations, and statements are taken into account. Minimum price tiers, therefore, serve to ensure that transactions remain economically viable, secure, and clearly identifiable to consumers, and developers are required to operate within these externally imposed constraints.

A low-cost gold bundle containing a modest amount of IGC, calibrated to the price of cosmetic items relevant to the specific game, is therefore the closest practicable approximation to a tailored top-up within existing storefront and payment system constraints, as well as for common sense when considering that a unit cost can be a small fraction of the lowest currency denomination.

ANNEX III – Summary of Proposals (in comparison to the summary as submitted in September 2025, new proposals are highlighted in light blue)

Principle	Intention	Proposal
1	Providing information for calculating a real-world currency cost	1.1. For Paid In-game Currency (PIGC), companies must choose one of the two firm options: Option 1: - Making the player's PIGC balance always visible within the in-game storefront, from which they can immediately see how much (if any) PIGC they need to purchase. A clear signpost to the currency purchasing page will allow them to view the prices of PIGC, should they require more, and - 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 one or more relevant bundles. OR Option 2: - Making the player's PIGC balance always visible within the in-game storefront, from which they can immediately see how much (if any) PIGC they need to purchase. A clear signpost to the currency purchasing page will allow them to view the prices of PIGC, should they require more, and - 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.

		For Mixed In-game Currency (MIGC), companies must • Ensure, at a minimum, that the player's MIGC balance is always visible within the in-game storefront, from which the player can immediately see how much (if any) MIGC they have left, and therefore decide whether they wish to purchase additional MIGC or play the game more to earn MIGC; • Provide a clear signpost to the MIGC currency purchasing page, which will allow players to view the prices of MIGC, should they wish to purchase any more; • Provide an obvious signpost to the IGC information page (as referred to in proposal 1.2 of our previous submission).
	Providing information about in-game currencies	1.2. Provide easily accessible information with details on how in-game currency (IGC) can be used in the game and how it can be obtained. Depending on the use and implementation of IGC, this may include: a) what IGC is used for (for each IGC, if multiple) and that the exchange of IGC for in-game items cannot be cancelled or reversed (where applicable); b) how MIGC can be obtained (including how it can be earned, as well as purchased); c) whether IGC purchases are only in bundles and how to calculate the per-IGC price for a bundle; d) if relevant, how IGC 'top-up' amounts can be purchased; e) link to centralised resource page explaining how a player can access the transaction history on the platform they are using to play a game; f) an explanation that different prices for IGC (depending on the source) are standard and result from companies adhering to their obligations under applicable competition law; g) any refund policies applicable under proposals 5.1 and 5.2. The developer shall determine the most appropriate location for this information.

	Centralised resource on transaction history	1.3. Creation of a centralised page directing players to where they can find information about how to access their transaction history on major platforms. To be undertaken by EGDF and Video Games Europe.
2	Avoid practices that could mislead consumers by obscuring the price of PIGC	2.1. Companies shall exercise particular care when implementing multiple in-game currencies in their games. Where multiple in-game currencies are implemented in any game, publishers shall implement reasonable and proportionate measures to ensure that such implementation does not materially mislead consumers or deliberately obfuscate the cost of any PIGCs.
	Principles to be introduced in future games due to economic and technical restrictions	2.2. For future game releases and updates that add or alter in-game currencies in existing games, companies will not introduce: • PIGC that can only be used to acquire other PIGCs by proxy; or • IGC that can only be directly acquired with a PIGC specific to that game.
		2.3. The information given in proposal 1.2 would explain how the multiple in-game currencies interact and how each can be obtained, providing a clear reference point for players.
	Informing membership	2.4. EGDF and VGE commit to informing their respective membership of the importance of ensuring consumers are not misled by multiple overlapping IGCs within a game.
3	Provide players with more choice, by	3.1. Provide the player with a variety of IGC bundle sizes in increments that are appropriate for the game, including a smaller bundle that might be added to other

	minimising the amount of residual currency	bundles or to remaining IGC as a top-up, so the player can choose to buy as close to the amount of IGC needed as possible. Some games may be able to offer the ability to top up in a more granular way; this will depend on the type of game. For items only available through PIGCs, the minimum bundle size will be considered when setting the amounts of IGC required to obtain items.
	Prevent players from making purchases they do not need	3.2. When a player wants a specific in-game item but does not have sufficient IGC, if the game includes a prompt to purchase a specific IGC bundle, it should be to purchase the minimum size of IGC bundle needed to obtain that in-game item. Although larger bundles may also be offered alongside, they should only be in addition to the minimum bundle needed. Alternatively, players can be directed to the storefront generally, where they can select which IGC bundle they would like to buy without prompting.
5	Provide fair and reasonable refund policies for real money in specific cases	5.1. Where technically feasible, developers that manage the transaction on the applicable platform and can check whether currency has been used agree to provide refunds for purchased IGC bundles that are wholly unused, even if the consumer has waived their withdrawal right with respect to that digital content purchase. This is provided that the player has not used any amount of the IGC bundle and requests their refund within 48 hours of purchase. The refund itself would be issued within a reasonable timeframe, depending on the individual company's processes. This would not extend to partial refunds where only some IGC has been used.
		5.2. Where a purchase by a minor has manifestly occurred without the explicit consent of the parent, members who manage those transactions have committed to reimbursing that purchase and directing the parent to the parental tool setting to prevent reoccurrence.
	Transparency about use of IGC	5.3. Within information provided about IGC, such as in proposal 1.2, members will inform players that the exchange of IGC for in-game items cannot be cancelled or reversed (where applicable)

6	Fair use of contractual terms allowing the modification or withdrawal of in-game content	6.1. Companies will be fully transparent in their contract terms, so that players are aware that, in line with maintaining conformity, companies may manage, regulate, control, modify or eliminate virtual items and their use at any time and that they shall have no liability to players or any third party if they exercise any such rights, with or without notice, even where notice is not required. - Notwithstanding the foregoing, where such changes are not required by the nature of the game (e.g., live service or multiplayer games that are constantly changing and evolving to improve user experience and to maintain the game's security, balance and fairness), companies commit to managing, regulating, controlling, modifying or eliminating virtual items (i) by giving reasonable notice, or (ii) automatically refunding the purchase of such virtual items, or (iii) providing players with some other "make good" of comparable or higher value to the player (e.g., IGC value of item). - Illustrative examples of fair terms include those allowing or committing companies to: - Give reasonable notice of any removal of IGC; - Remove or modify features or content that could be harmful or illegal, or subject to regulatory change; - Modify games to ensure they remain balanced and functional.
	Support player understanding of how these terms could be used	6.2. Companies commit to clearly stating in their contract terms that the companies' rights to change the service regarding virtual items may only be acted upon for a valid reason, including but not limited to, improving the user experience of the service, adding more functionalities to the service, protecting the company's own, or a third party's, justified rights, or correcting a fault in the service. Furthermore, if companies reserve the right to change their contract terms unilaterally at any time, they will commit to providing advance notice of any material changes to such terms.

	Advance notification for players of the closure of a game	6.3. Commit to providing a minimum of 30 days' notice when removing any other material, persisting, and purchased in-game content. This commitment would not apply where there is a legitimate reason for expediting the removal (e.g. IPR/litigation issue, security or stability concerns, government/platform takedown, force majeure, etc.); the cost of maintenance for that 30-day period would not be a sufficient reason.
	Provide a means to contest bans, suspensions, and account/content removal, while ensuring privacy and security	6.4. Members commit to ensuring that players can contest the reason for bans, suspensions, and removals of accounts and/or purchased digital content. However, the company is not obliged to make any disclosures if they have legitimate reasons not to do so, such as to protect the privacy of players, to maintain the security of the platform/service and players, or to avoid disclosing information about detection methods.
		6.5. As regards the suggestion by the CPC Network to extend our proposals in respect of Principle 6 to cover digital services, we can confirm that that was indeed always our intention, and that our proposals on Principle 6 would apply to both digital content and digital services as defined in the Digital Content Directive.