

**Priority question for written answer P-001352/2024
to the Commission**

Rule 138

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Subject: Video games

Many video games today are sold requiring access to the publishers' servers to function. When these servers are disabled, the video games are rendered inoperable by design. When this happens, customers have bought a product that, due to no fault of their own, will cease to function. This could constitute infringement of the right to property¹ and/or the right to repair².

1. Are video games that are sold with no expiration date considered goods, services and/or licences and what are the criteria for classification?
2. Can a customer contract³ that imposes terms to play the video game, according to which its publisher:
 - may change the terms of the original contract without notice,
 - may terminate the agreement without notice at any time for any or no reason,
 - requires the user to destroy all copies of the video game in their possession upon termination,
 - specifies no time frame during which the video game will remain operable while reserving the right to deprive the customer of it at any time,be considered in accordance with Directive 93/13/EEC and if so, which term of these terms are in accordance and why?
3. Does copyright law allow rights holders to deliberately render all copies of a video game sold without an expiration date inoperable for all legitimate customers and if so, why?

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¹ Article 17 of the Treaty on the Functioning of the European Union.

² Ordinary legislative procedure file 2023/0083(COD) on common rules promoting the repair of goods.

³ Video game publisher contracts: <https://www.blizzard.com/en-us/legal/fba4d00f-c7e4-4883-b8b9-1b4500a402ea/blizzard-end-user-license-agreement> (archived 2024-04-25); <https://legal.ubi.com/eula/en-GB> (archived 2024-04-25); <https://bethesda.net/data/eula/en.html> (archived 2024-04-25); <https://www.take2games.com/legal/> (archived 2024-04-25).