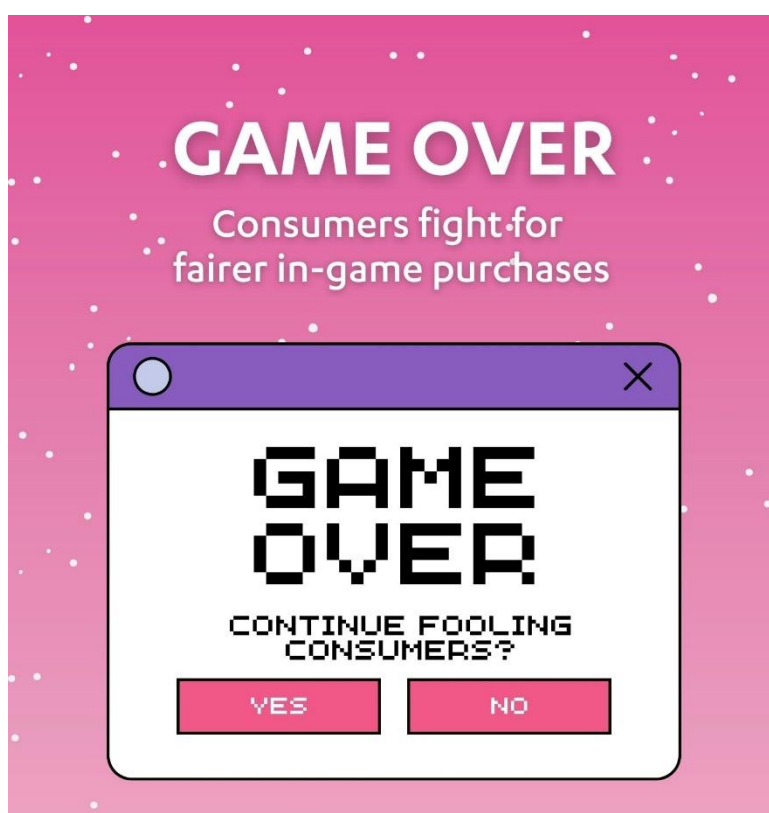


Annex II

Unfair terms and conditions applied by game companies waiving consumer statutory rights or allowing them to “personalize” or “customize” consumers gaming experience.



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Scope of the document:

Annex II compiles’ screenshots of all targeted traders’ terms and conditions¹ waiving consumer statutory rights or to allow to “personalize” or “customize” consumers gaming experience. This list does not pretend to be exhaustive.

All screenshots have been taking during the year 2024.

¹ In the context of this alert, we use the generic wording terms and conditions to cover all types of terminology used by traders: terms and conditions, terms of uses, end users agreements, privacy policies etc.

2. Unfair terms waiving consumer rights

1.1 Game developers excluding their liabilities and excluding the application of legal guarantees

Figure 1: Supercell Terms and Conditions excluding its liability and “warranties” – (Available [here](#))

6. DISCLAIMER OF WARRANTIES

WITHOUT LIMITING SUPERCCELL'S LIABILITY UNDER SECTION 7 BELOW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SUPERCCELL DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GAME OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above disclaimers may not apply to you.

Figure 2: Mojang Terms and Conditions & End Users Agreements excluding its obligation to provide supports, maintenance, and guarantee - (Available [here](#))

5. UPDATES

We might make upgrades, updates or patches (we call them all "updates") available from time to time, but we don't have to. We are also not obliged to provide ongoing support or maintenance of any Game. Of course, we hope to continue to release new updates for our Game, we just can't guarantee that we will do so. With updates come changes that might not work well with other software, such as Mods. This is unfortunate, but it is something we don't take responsibility for. If that is the case, try running an older version.

Figure 3: Roblox Terms and Conditions excluding their liabilities and the application of guarantees - (Available [here](#))

Except for the limited licenses granted to you under the Roblox Terms, Roblox has and retains all rights in and to Robux. This includes the right to modify, revoke, or terminate your license to use Robux without notice, payment, or liability to you. Roblox makes no guarantees or warranties regarding Robux or their availability or value.

Figure 4 : Roblox Terms and Conditions excluding the application of any warranty - (Available [here](#))

c. **As Is.** THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROBLOX AND ROBLOX’S OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, INVESTORS, BUSINESS PARTNERS, SUBSIDIARIES AND AGENTS (TOGETHER, THE “**AFFILIATED PARTIES**”) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE AFFILIATED PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY PART OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATIONS OF CONTENT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

Figure 5: Epic Games Terms of Services limiting its liability toward consumers and excluding warranties – (Available [here](#))

Disclaimers and Limitation of Liability

Nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Services. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

The Services and all information, content, materials, products (including software), and other services included on or otherwise made available to you through the Services are provided by Epic on an “as is” and “as available” basis. Epic makes no representations or warranties of any kind, express or implied, as to the operation of the Services, or the information, content, materials, products (including software), or other services included on or otherwise made available to you through the Services. You expressly agree that your use of the Services is at your sole risk. To the full extent permissible by law, Epic disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Epic does not warrant that the Services, information, content, materials, products (including software) or other services included on or otherwise made available to you through the Services, Epic’s servers, or electronic communications sent from Epic are free of viruses or other harmful components.

To the full extent permissible by law, Epic will not be liable for any loss of profits or any indirect, incidental, punitive, special or consequential damages arising out of or in connection with these Terms. Further, to the full extent permissible by law, Epic’s aggregate liability arising out of or in connection with these Terms will not exceed the total amounts you have paid (if any) to Epic under this Agreement during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

1.2 Game developers excluding consumers' refund rights in any circumstances.

Figure 6: Supercell Terms and Conditions excluding refund irrelevant the reason of closure of an account – (Available [here](#))

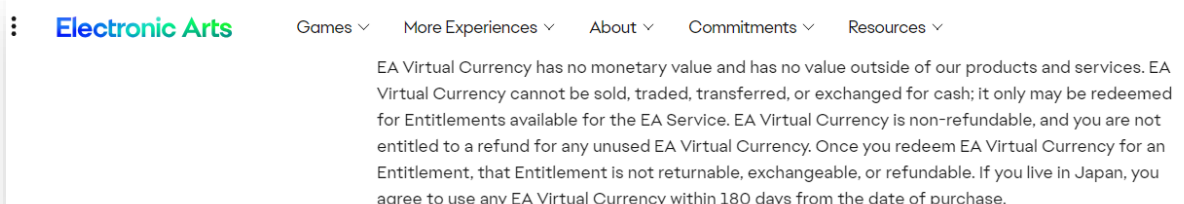
ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE EXCEPT WHERE REQUIRED UNDER APPLICABLE LAW. Please see our [Parents Guide](#) for more information regarding purchases made by minors.

Figure 7: Supercell Terms and Conditions excluding refund irrelevant the reason of closure of an account - (Available [here](#))

4.2. Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Supercell may revise the pricing for the Virtual Items offered through the Service at any time. YOU ACKNOWLEDGE THAT SUPERCCELL IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Figure 8: Electronic Arts (EA) User Agreements introducing a general refund exclusion of EA Virtual Currency – (Available [here](#))



Electronic Arts Games ▾ More Experiences ▾ About ▾ Commitments ▾ Resources ▾

EA Virtual Currency has no monetary value and has no value outside of our products and services. EA Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it only may be redeemed for Entitlements available for the EA Service. EA Virtual Currency is non-refundable, and you are not entitled to a refund for any unused EA Virtual Currency. Once you redeem EA Virtual Currency for an Entitlement, that Entitlement is not returnable, exchangeable, or refundable. If you live in Japan, you agree to use any EA Virtual Currency within 180 days from the date of purchase.

Figure 9: Electronic Arts (EA) User Agreements allowing to terminate any EA Services. No refund possibility mentioned – (Available [here](#))

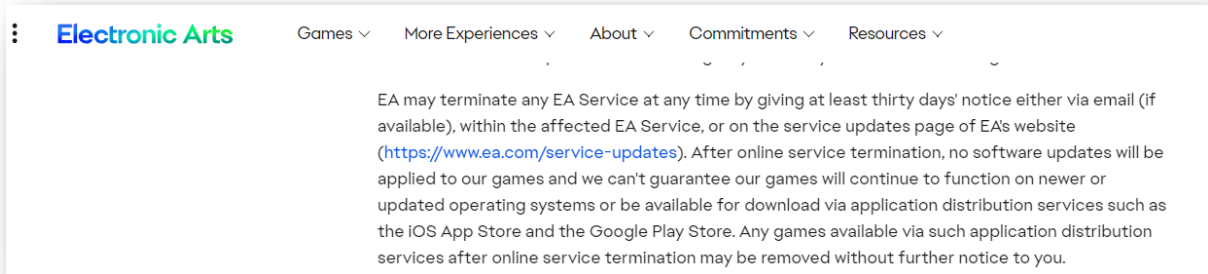


Figure 10: Roblox Terms of Services stating that Robux are not refundable and can be changed at any time at Roblox own discretion – (Available [here](#))

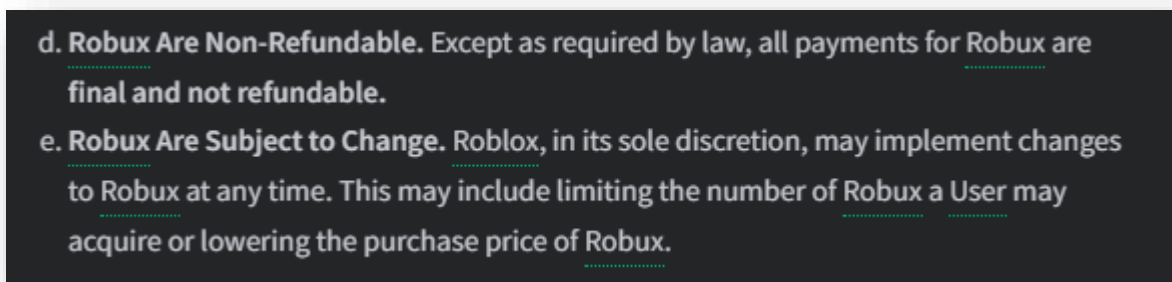


Figure 11: Roblox Terms of Services to suspend features at no liability (no refund) to consumers at their own discretion – (Available [here](#))

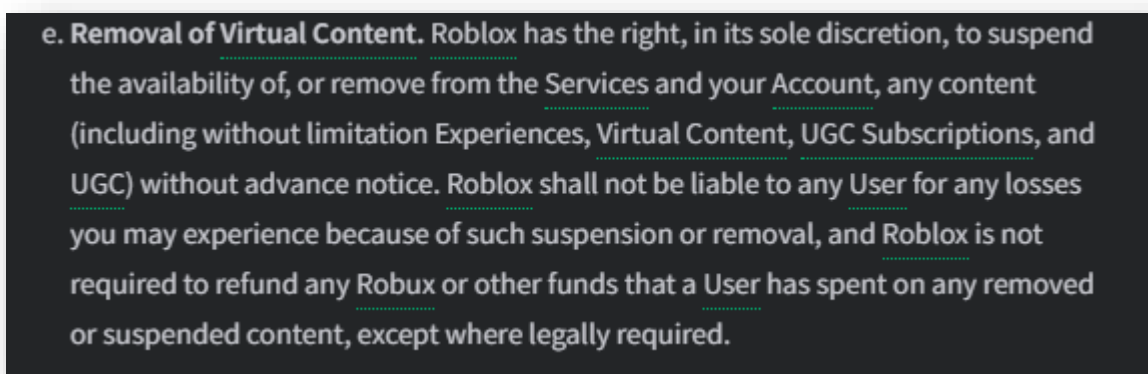


Figure 12: Ubisoft Terms of Use (in FR) introducing a blanket exclusion of refund rights of in-game currency - (available [here](#))

3.3 Crédits, monnaie virtuelle. Nous pouvons vous concéder une licence pour l'accès ou l'utilisation d'éléments en ligne et hors ligne des Services, notamment mais non limitativement des points, pièces ou monnaies virtuels (collectivement désignés la « Monnaie Virtuelle Ubisoft »). Lorsque vous obtenez de la Monnaie Virtuelle Ubisoft de notre part ou de la part de nos partenaires autorisés, vous recevez une licence personnelle, limitée, non cessible, non exclusive et révocable pour accéder et choisir la Monnaie Virtuelle Ubisoft que nous mettons expressément à votre disposition.

La Monnaie Virtuelle Ubisoft ne possède aucune valeur monétaire et n'a aucune valeur en dehors de nos Services. La Monnaie Virtuelle Ubisoft ne peut être vendue, troquée, transférée ou échangée contre des espèces ; elle ne peut être utilisée que contre du Contenu disponible sur les Services. La Monnaie Virtuelle Ubisoft n'est pas remboursable et vous ne serez pas en droit de demander un remboursement pour toute Monnaie Virtuelle Ubisoft non utilisée, sauf si la loi l'exige. Une fois que vous avez utilisé de la Monnaie Virtuelle Ubisoft en échange de Contenu, ledit Contenu ne pourra être renvoyé et ne sera ni échangeable ni remboursable.

1.3 Game developers' unilateral power to alter game features in any circumstances at no liability.

Figure 13: Supercell Terms and Conditions allowing to modify or terminate game features at any time at no liability – (Available [here](#))

Supercell may manage, regulate, control, modify or eliminate Virtual Items at any time, with or without notice. To the fullest extent under applicable law, Supercell shall have no liability to you or any third party in the event that Supercell exercises any such rights.

Figure 14: Minecraft Terms of Services & End-User agreements allowing Mojang to "take down any content at their own discretion" - (Available [here](#))

Any content you make available on our Game must also be your creation or you must have permission or the legal right to do it. You must not and you agree that you will not make any content available, using the Game that infringes the rights of others.

We reserve the right to take down any content in our discretion.

Figure 15: Mojang Terms and Conditions excluding refunds in any case and allowing itself to unilaterally “modify or eliminate” the in-game currency feature at any time at their own discretion – (Available [here](#))

GAME CURRENCY AND VIRTUAL GOODS

The Game may include a virtual, game currency (like Minecraft Coins, gold, points) that may be purchased from us using actual monetary instruments if you have reached the age of "majority" where you live. The Game may also include virtual, digital items or goods that may be purchased from us using actual monetary instruments or using game currency. Game currency and virtual goods may never be redeemed for actual monetary instruments, goods or other items of monetary value from us or any other party. Other than a limited, personal, revocable, non-transferable, non-sublicensable licence to use the game currency and virtual goods in the Game only, you have no right or title in or to any such game currency or virtual goods appearing or originating in the Game, or any other attributes associated with use of the Game or stored within the Game. We may at any time regulate, control, modify and/or eliminate the game currency and/or virtual goods as we see fit at our sole discretion.

Figure 16: Mojang Terms and Conditions allowing them to "cancel [consumers] account at any time" – (Available [here](#))

RETURNS, REFUNDS AND CANCELLATION

If you can't use a game or a product because it doesn't work, let us know and we'll try to help you out.

The purchase of a game through our Website provides you with a licence to use the game that commences when the download of the game starts, following which you shall not be entitled to cancel your order for the game. If you first downloaded the game to play in DEMO mode and later buy a licence code, your licence commences when you redeem the licence code.

You or we may cancel your account at any time. When your account terminates, your rights under these Account Terms terminate. The Arbitration Agreement (if you live in the United States) and sections with headings "Restrictions and Obligations" and "Our Liability, Governing Law, and Place to Resolve Disputes" will survive termination.

Figure 17: Roblox Terms of Use allowing them to "in its sole discretion" change or suspend services without notice and without liability to users - (Available [here](#))

g. Access to Services. Roblox reserves the right, in its sole discretion, to change or suspend the Services (or any portion thereof) at any time and for any reason, including to comply with laws, to protect Users, or to protect Roblox's reputation, without notice to you unless required by law and without liability to Users.

Figure 18: Ubisoft Terms of Use (in FR) granting itself the possibility modify or stop features of the game at any time at no liability toward consumers - (Available [here](#))

4 Comment pouvons-nous modifier nos Services ?

▼ Cet Article indique les circonstances dans lesquelles nous pouvons modifier nos Services et notre Contenu, notamment leur prix.

4.1 Généralités. Nous ne garantissons pas que les Services seront disponibles à tout moment, partout dans le monde et/ou sur tous les appareils. Nous ne garantissons pas que nous continuerons à proposer un quelconque Service pour une quelconque durée minimale. Nous nous réservons le droit de mettre un terme à tout ou partie des Services à tout moment.

4.2 Modification du prix des Services. Nous nous réservons le droit de modifier les prix des Services, y compris de changer un Service payant en Service gratuit, et inversement. Le nouveau prix s'applique uniquement aux commandes passées après l'entrée en vigueur du nouveau prix.

4.3 Modification de l'accès aux Services et au Contenu.

a) Nous nous réservons le droit de modifier le Contenu pour quelque raison que ce soit, à tout moment, en particulier pour des raisons techniques telles que les mises à jour, les opérations de maintenance ou les réinitialisations destinées à améliorer ou optimiser les Services.

b) Nous pouvons vous demander ou vous autoriser à télécharger des logiciels, mises à jour, correctifs (*patches*) et/ou autres utilitaires et outils fournis par nous ou nos donneurs de licence (ci-après désignés les « **Logiciels Ubisoft** »). Nous vous concédons une licence personnelle, non transférable et non exclusive vous autorisant à utiliser lesdits Logiciels Ubisoft aux seules fins d'utilisation des Services, partout dans le monde et pour la durée légale de protection des Logiciels Ubisoft au titre des Droits de Propriété Intellectuelle. Nous pouvons spécifier des conditions d'utilisation pour lesdits Logiciels Ubisoft lorsqu'ils sont mis à votre disposition. Les performances des Logiciels Ubisoft et des Services sont susceptibles de varier selon votre équipement. Nous pourrions ponctuellement vous fournir des mises à jour ou des modifications des Logiciels Ubisoft nécessaires pour vous permettre de continuer à utiliser les Services.

c) Lesdites modifications seront susceptibles d'affecter les Services et/ou vos droits acquis ou d'entraîner des régressions dans l'environnement de jeu.

d) Nous pouvons également :

- fixer un nombre maximal de jours pendant lesquels les messages ou tout autre Contenu seront conservés dans le cadre des Services;
- fixer un volume maximal de messages pouvant être envoyés ou reçus par un Compte ;
- fixer une capacité de mémoire maximale qui sera allouée par nos serveurs à Votre Compte ;
- fixer un nombre maximal de fois que Vous pouvez accéder aux Services, ainsi qu'une durée maximale pour chaque accès au cours d'une période donnée.

Figure 19: Minecraft Usage Guidelines allowing to change terms and conditions at any time, without info to consumers – (Available [here](#))

SUBJECT TO CHANGE

These guidelines may change as time goes by. We reserve the right to change our mind at any time (such as if people start to take advantage of our good intentions) and to update these guidelines. So don't count on these guidelines always being here or in the specific form they are in right now. It's up to you to occasionally check back here to see if these guidelines have changed and ensure your use of Minecraft is in line with what we allow. Any changes made to these guidelines will be effective the next time you use our games, websites, or other services.

3. Unfair terms to “personalize” or “customize” consumers “gaming experience”.

Figure 20: Electronic Arts Privacy and Cookie Policy - How We Use Your Information (Section 3) – (Available [here](#))

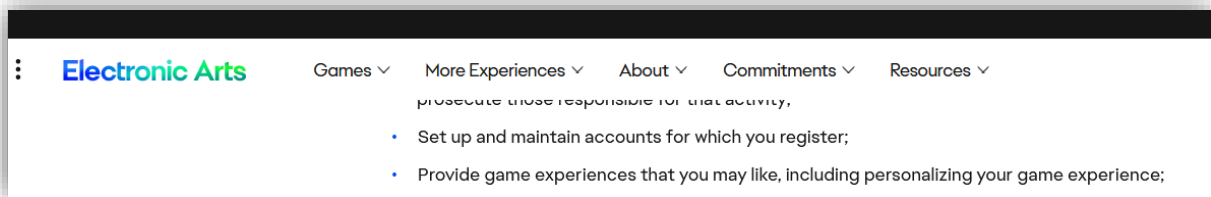


Figure 21: Electronic Arts Privacy and Cookie Policy - How We Use Your Information (Section 3) – (Available [here](#))

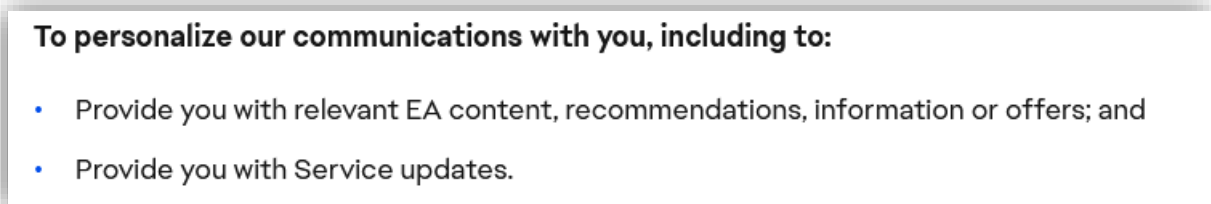


Figure 22: Eletronic Arts Privacy and Cookie Policy – (Available [here](#))

3. How We Use Your Information

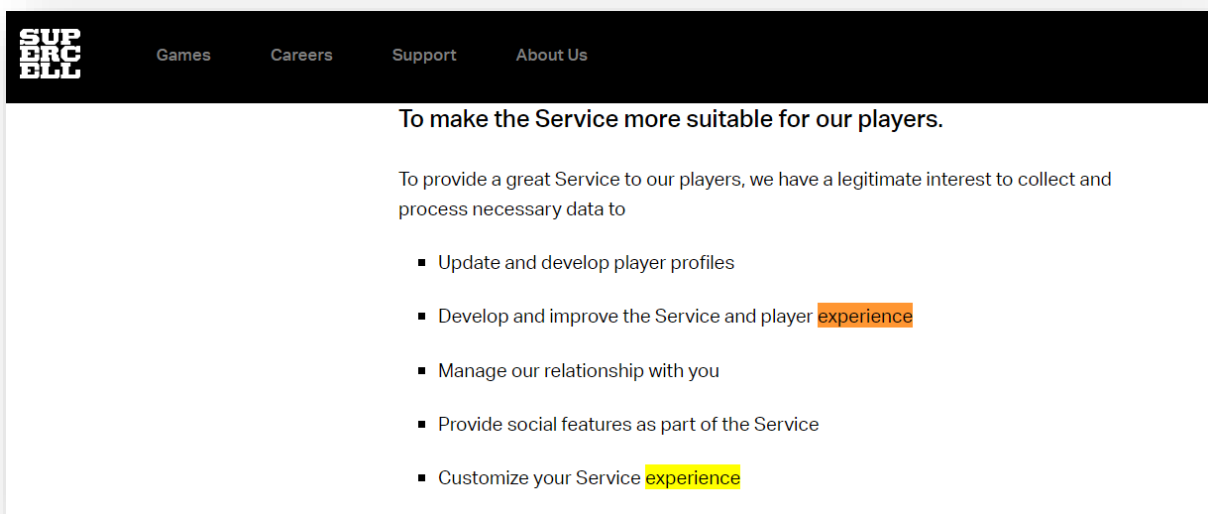
① We use your information to operate our Services, to improve your game experience, to provide you customer support, to serve and measure the effectiveness of advertising, and to personalize our communications with you.

We use your personal information, both individually and combined together, in the following ways.

To operate our business and to enhance and personalize your game experience, including to:

- Operate, analyze, improve, and develop our games and Services;
- Undertake research and analysis to develop and demonstrate our technology, and to better understand our players;
- Populate online leaderboards and enable online matchmaking;
- Provide replays to you and other players via spectator modes;
- Help you find your friends or tell your friends about an EA game or Service;
- Facilitate sharing on social networks;
- Manage and serve advertising in-game and on third-party platforms;
- Measure the effectiveness and distribution of advertising, including understanding who engages with our Services and how they interact with our Services;
- Measure the health of our Services;
- Detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, and prosecute those responsible for that activity;
- Set up and maintain accounts for which you register;
- Provide game experiences that you may like, including personalizing your game experience;

Figure 23: Supercell Privacy Policy "WHY DO WE COLLECT YOUR DATA" – (Available [here](#))



SUPERCCELL Games Careers Support About Us

To make the Service more suitable for our players.

To provide a great Service to our players, we have a legitimate interest to collect and process necessary data to

- Update and develop player profiles
- Develop and improve the Service and player **experience**
- Manage our relationship with you
- Provide social features as part of the Service
- Customize your Service **experience**

Figure 24: Ubisoft Privacy Policy - (Available [here](#))

d) Vous utilisez nos jeux, applications, sites internet et services en ligne sur ordinateur ou téléphone mobile.

Nous collectons par exemple :

- Vos **données de jeux**, pour améliorer votre expérience et la sécurité de nos Services, par exemple : niveaux de jeu atteints, récompenses, classements, missions de jeu réalisées, statistiques comme le temps de jeu ou l'utilisation des différentes fonctionnalités ainsi que les données liées aux bugs et dysfonctionnements éventuels.

Figure 25 : Roblox Privacy Policy allowing collection of data to “personalise” Services - (Available [here](#))

▼ **Other purposes for collecting your information**

We also use Personal Information for these general purposes, as permitted by law, in addition to the purposes listed above:

To let you manage your account and our services

- To allow you to manage your Roblox account or update your settings
- To communicate with you about our Services

To make things better for you

- To operate, maintain, personalize, and improve our Service
- To research relevant technologies
- To provide technical support or customer service

Figure 26 : Activation Blizzard Privacy Policy allowing collection of data to "Deliver the best gameplay experience" and to "suggest relevant items for you to purchase or earn based on your game play" - (Available [here](#))

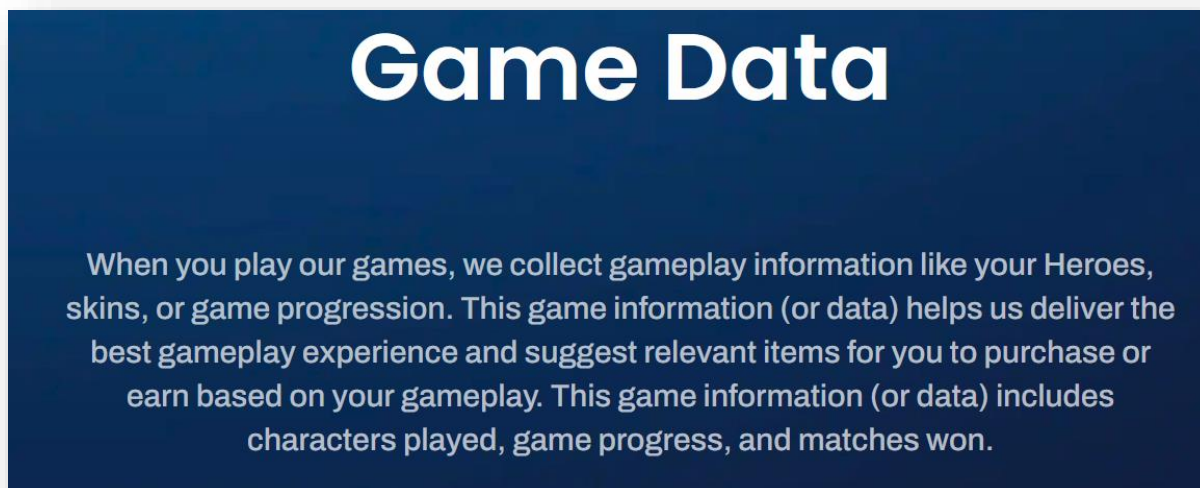


Figure 27: Epic Games Privacy Policy allowing to collect data for "personalizing your experience" - (Available [here](#))

3. HOW DO WE USE INFORMATION?

As a general matter, we use the information we collect (either individually or in combination with other information collected as described in this policy) to help us provide, improve, customize, analyze, and promote the Epic Services.

This includes using it for purposes such as:

- Creating, verifying, and managing user accounts and features;
- Providing the Epic Services, as well as support and assistance for them, including by responding to inquiries, processing transactions or requests, and communicating with users (such as by sending service and account-related messages and updates);
- Developing, delivering, and improving the Epic Services and other offerings, some of which may be offered in partnership with other parties;
- Personalizing your experience, including by presenting content or features better tailored to you or your interests, or our inferences about your interests (for instance, if you frequently play games in a certain genre, we may infer that you'd be interested in that genre and suggest similar games to you);
- Promoting the Epic Services, including managing, customizing, and measuring the effectiveness of our advertisements, promotional offers, surveys, and events;
- Managing alpha, beta, or early access tests (and collecting feedback);
- Conducting data analytics (like analyzing how the Epic Services are used so we can better understand, improve, and personalize them);
- Complying with our legal or contractual obligations and enforcing our terms; and
- Securing the Epic Services, such as by detecting fraud and otherwise protecting Epic and other users from illegal or harmful actions.

We may also process information that does not identify you individually, including aggregate or de-identified information that we create or collect from other sources. This information helps us better understand larger groups of users. If we combine this information with information that identifies you, we will treat it as described in this privacy policy. But please note that this privacy policy does not restrict our ability to process information that does not individually identify you, and we may use and disclose aggregated or de-identified information for any reason permitted by law.

Figure 28 : Minecraft (Microsoft) Privacy Policy (in FR) allowing to "personalize their products and make recommendations" – (Available [here](#)).

Comment nous utilisons les données personnelles

Microsoft utilise les données recueillies dans le but de vous offrir des expériences riches et interactives. En particulier, nous utilisons les données pour :

- fournir nos produits, ce qui inclut la mise à jour, la sécurisation, la résolution des problèmes, ainsi que la fourniture du support ; cela comprend également le partage des données, lorsqu'il est nécessaire à la fourniture du service ou pour mener à bien les transactions que vous demandez ;
- améliorer et développer nos produits ;
- personnaliser nos produits et effectuer des recommandations ;
- vous adresser de la publicité et des communications marketing, ce qui comprend de vous envoyer des communications promotionnelles, des publicités ciblées et des présentations d'offres susceptibles de vous intéresser.

September 2024

BEUC, The European Consumer Organisation

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EC register for interest representatives: identification number 9505781573-45



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