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# Recht der Computer- und Videospiele

*The Law of Video and Computer Games*

Extract, for more details visit [ESV.info/978-3-503-15403-6](http://ESV.info/978-3-503-15403-6)



ERICH SCHMIDT VERLAG





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# Preface

*The only legitimate use of a computer is to play games.*

*Eugene Jarvis*

The development of the gaming industry in Germany and Europe is an impressive success story, which has been driven predominantly by a combination of creativity and innovation, excellent infrastructure, skilled professionals, moderate costs and high domestic demand. Next to the established console games, the online-gaming business has grown dynamically together with the proliferation of smart phones, tablets, social networks and other open platforms, enabling a number of German and European players to achieve even leading positions on the world market.

The legal frameworks for video and computer games stem from numerous fields of law, in particular intellectual property law, media law, distribution law, competition law as well as data protection law. Given the dynamics within the technology sector and the speed of innovation particularly in the online sector, numerous legal issues are yet to be resolved.

This first handbook for the German and European markets addresses a broad range of legal questions as relevant to the gaming industry and offers pragmatic solutions. In addition to an in-depth analysis regarding Germany, the handbook provides in its English language chapters an important orientation on the international state of discussion, covering select issues from the legal landscape of nine other European countries.

The handbook discusses the most relevant topics in the lifecycle of a game, such as the development and commercial exploitation of a game, including copyright protection of video and computer games and its components; the patentability of the operating platform (game engine) and trademark issues; questions on the legality of content and the protection of minors; as well as data protection compliance including the appropriate handling of security breaches.

The editors would like to thank the authors for their invaluable contributions and would like to extend a special word of thanks to Marlene Kast for her enduring patience and care in bringing all the chapters together, to make this a unique handbook. The editors would like to encourage and kindly invite you, our readers, to share with us your views, comments and suggestions – either via our publishers or with us directly – to allow us to further develop this handbook for you.

Munich, May 2013

Alexander Duisberg, Henriette Picot

## Chapter 16

# The Law of Video and Computer Games in the Netherlands

grounds that the use may be understood to indicate that the portrayed person supports and promotes the product for which the portrait is used.<sup>32</sup> Furthermore, one can oppose the use of a portrait in a compromising or sexual context. While there is no such case law at the moment, it could well be argued that a person who has been portrayed in a sexual context in a computer game has a reasonable interest to prohibit this use. As with commercial interests, the interest of someone opposing the use on the basis of privacy has to be balanced against other interests, such as freedom of (commercial) expression.

The promotional use of a famous person's name or voice without permission and thereby taking profit from someone's popularity can constitute an unlawful act (Article 6:162 of the Dutch Civil Code) although no portrait is used.<sup>33</sup>

### 3. Trading with virtual objects

Every hour, users all over the world are trading their virtual gold pieces or credits for shiny armor in World of Warcraft, gifts on Facebook or a virtual computer in Second Life.<sup>34</sup> Concurring with Lawrence Lessig's famous adagium "Code is Law"<sup>35</sup>, many feel that the basic principle in virtual worlds should be to solve matters by the laws and code of those virtual worlds.<sup>36</sup> Though many issues can indeed be solved within the realm of World of Warcraft or Second Life, legal scholars soon pointed out that this so-called "Magic Circle" is not absolute:<sup>37</sup> the virtual world is inextricably bound up with the "real world", which is governed by law.

The following exercise will address one of the areas where the virtual and real worlds meet: trading with virtual objects and goods. Viewing this topic from different legal perspectives, this chapter aims to provide a brief overview of the status of virtual objects within the Dutch legal system.

#### 3.1 From a criminal law perspective

Though many *in-game* disputes are solved within the Magic Circle, the theft of a valuable virtual amulet, combined with a real world beating by two classmates, was brought before a Dutch Court to be the first ruling on "virtual theft" in the Netherlands. Although it was argued during the proceedings that the amulet did not qualify as a good in the sense of Article 310 of the Dutch Penal Code ("DPC"), the judge ruled nonetheless that the virtual object met the definition of

32 Dutch Supreme Court, 2 May 1997, NJ 1997, 661 (Discodanser).

33 District Court in Rotterdam, 22 June 1995, Pogorelich v. Honda, Pres. District Court in Amsterdam, 7 July 2000, Dutch Queen v. Monsterboard.

34 See respectively <http://www.worldofwarcraft.com/>, <http://secondlife.com/> (29 April 2013) and <https://apps.facebook.com/freegifts/> (29 April 2013) for more information.

35 L. Lessig, *Code 2.0. Code and other laws of cyberspace*, New York: Basic Books 2006; L. Lessig, "Code is Law", *Harvard Magazine*, 2000/01, available on <http://harvardmagazine.com/2000/01/code-is-law.html> (29 April 2013).

36 J. Fairfield, "The Magic Circle", *Vanderbilt Journal of Entertainment & Technology Law*, 2009.

37 In J. Balkin, & B.S. Noveck, *The State of Play: Law, Games and Virtual Worlds* New York: New York University Press 2005, pp. 31–54.



Article 310 DPC, being “any good that is taken away with the purpose of unlawful appropriation”.<sup>38</sup> The judge referred to a landmark ruling dating from 1921, where the Dutch Supreme Court (*Hoge Raad*) had ruled that the definition of a good in Article 310 DPC could also comprise of non-material matter, such as electricity.<sup>39</sup> The ruling on the amulet has been reaffirmed on appeal and by the Supreme Court, where the both courts considered that the criterion of “economic value” established by the Supreme Court in earlier cases had grown to be more relative and subjective. The fact that a good (the amulet) was of any value to the owner was of particular relevance in this context.<sup>40</sup> The Supreme Court further considered that it must be possible to individualize the virtual good, meaning that if one person gained ownership of the good, another person lost it. Making a copy of a virtual item can thus not be regarded as stealing. In 2009, the Dutch Criminal Investigation Department investigated a *phishing attack*<sup>41</sup> that resulted in a large scale theft of goods in the virtual world of Habbo Hotel. Unfortunately, the public prosecutor applied Article 138 a DPC (unlawful entry in a computer system) as the basis for the charges, leaving aside the opportunity to further develop the doctrine on theft of virtual goods.

### 3.2 From a civil law perspective

- 14 In contrast to the broad definition underlying Article 310 DCC, “any good” in the sense of the Dutch Civil Code (“DCC”) has a more narrow definition in Article 2:3 DCC: “Goods are material objects that can be subject to human control.”
- 15 This comes down to two criteria. The first criterion, human control, is commonly accepted to be met with regard to virtual goods.<sup>42</sup> For example, as soon as a player or user of a particular platform is able to trade a virtual good, either with another player or perhaps an (automated) bank, the virtual good can well be found to be subject to human control. Ultimately though, human control over virtual goods depends on the (source) code,<sup>43</sup> the actual rules of the game, making it even more a case-by-case matter.
- 16 The second criterion is that of materiality or substantiality. This criterion gave rise to divergent opinions in legal literature, some of which almost convulsively seek to bypass the requirement of substantiality with regard to virtual goods. One approach reasons, for instance, that virtual goods are composed of data, and

38 Rb. Leeuwarden 21 Oktober 2008, LJN BG0939 (RuneScape).

39 HR 23 May 1921, NJ 1921, 564 (Elektriciteitsarrest); also see HR 11 May 1982, NJ 1982, 583 (Giraal geldarrest) on the qualification of electronic demand deposits.

40 Hof Leeuwarden 10 November 2009, LJN BK2773, HR 31 Januari 2012, LJN BQ9251 (RuneScape).

41 See <http://en.wikipedia.org/wiki/Phishing> (29 April 2013).

42 P.A. Stein, “Voor menselijke beheersing vatbaar”, in: Jac. Hijma, Groene Serie Vermogensrecht, Algemene bepalingen, Aantekening 4, Deventer: Kluwer 2008; J.C. van der Steur, Grenzen van rechtsoBJECTEN, een onderzoek naar de grenzen van objecten van eigendomsrechten en intellectuele eigendomsrechten, Deventer: Kluwer 2003, p. 126.

43 Which is recognized by L. Lessig, Code 2.0. Code and other laws of cyberspace, New York: Basic Books 2006; L. Lessig, “Code is Law”, Harvard Magazine, 2000/01, available on <http://harvardmagazine.com/2000/01/code-is-law.html> (29 April 2013).

that data are substantive because they consist of electronic signals.<sup>44</sup> This, however, seems incorrect. Even though electricity (energy) indeed has some substance from a theoretical and physical point of view, data do not always consist of electronic signals.<sup>45</sup> This approach might be based on the aforementioned Dutch Supreme Court ruling on electricity theft and the broad definition of “any good” in criminal law, seeking to reconcile the approaches taken in Dutch criminal and civil law.

Various legal writers have opposed this view, by accentuating a more functional and legal-philosophical approach rooted in the legal history of the Dutch Civil Code.<sup>46</sup> Their strand of legal doctrine states that the civil definition of “good” should meet a certain demand in the system of civil law, and should be supported by legal instead of physical arguments.<sup>47</sup> Scholars have indeed developed various legal arguments which usually relate to the human perception of goods: they should (i) take up space, (ii) be observable, (iii) be individual and (iv) have value.<sup>48</sup> Others have taken an even more functional approach, stating that the existence of a right on a (virtual) good was justified by the way the entitled parties commonly used the particular goods, making it a *sui generis* property right.<sup>49</sup> 17

In a way, this approach comes down to ordinary “supply and demand”: as soon as there is a commonly shared demand for a legal qualification of virtual goods, Dutch law can potentially (e.g. through Article 3:2 DCC) supply for this. On short term, however, this seems rather unlikely, since it is in fact the virtual environment and the code itself that are obstructing this development. Many situations in real life that cause legal disputes (e.g. default of payment) and, therefore, create a demand for legal qualification, are already solved on the basis of the code by making it e.g. impossible to buy objects without paying. Moreover, the fact that the internal rules of virtual environments differ substantially, makes it hard to establish a general rule regulating the status of virtual objects. For example, as opposed to “real world objects”, it is not always possible to waive one’s right on an object (*res nullius*), simply because the code of the game does not provide for the option to drop a sword or amulet. 18

### 3.3 From an intellectual property perspective

There have also been scholars arguing that virtual goods should be treated as intellectual property rights.<sup>50</sup> Putting this into practice results in various legal issues though. First and foremost, not every virtual good is eligible for copyright 19

44 P. Kleve, *Juridische Iconen in het informatietijdperk*, Deventer: Kluwer 2004, p. 189.

45 E.g. a CD contains data, but does not contain electronic signals. Electronic signals are only used by the CD-player to read the data.

46 *Parlementaire geschiedenis Boek 3*, p. 64.

47 F.H.J. Mijnsen, P. de Haan, C.C. van Dam, H.D. Ploeger, C. Asser’s Handleiding tot de beoefening van het Nederlands burgerlijk recht. (3-1) *Algemeen Goederenrecht*, Deventer: Kluwer 2006, nr. 20, 54.

48 J.C. van der Steur, *Grenzen van rechtsoBJECTEN, een onderzoek naar de grenzen van objecten van eigendomsrechten en intellectuele eigendomsrechten*, Deventer: Kluwer 2003, p. 130–138.

49 W. Snijders, “Ongeregeldheden in het vermogensrecht”, *WPNR* 6607 2005, p. 81.

50 E.D.C. Neppelenbroek, “Het drakenzwaard of: virtuele goederen als vorderingsrecht uit onlinecontracten”, *Ars Aequi* 55 2006-1, p. 24.

protection under Articles 1 and 10(1) and (12) DCA<sup>51</sup>. Even if the virtual good qualifies as a work, transfer of ownership is problematic, since Dutch law requires a deed for transferring ownership of a work.<sup>52</sup> Although recent amendments of Dutch law that entered into force in May 2011 offer a possibility for electronic deeds,<sup>53</sup> at this moment, the requirements for such deeds make them not suitable in business transactions with virtual goods.<sup>54</sup> Similar requirements, such as informing the licensor or registration of the deed, make the option of transferring of a user-licence on the virtual good also (virtually) impossible.<sup>55</sup>

### 3.4 Conclusion

- 20 Overall, Dutch law does not take a consistent approach to the qualification of virtual goods and objects. While theft of virtual goods is possible under Dutch criminal law, they are not necessarily considered goods in the context of civil law. This is also due to the fact that there has not been a ruling by a Dutch Court on virtual goods and Article 3:2 DCC. There have been attempts to arrive at an appropriate qualification under civil law, be it through 3:10 DCC, intellectual property law or otherwise. So far, however, the debate on the status of virtual goods under the DCC is of a more academic nature, characterized by a wide variety of diverging opinions.

## 4. Online gambling and games of chance

- 21 According to the Dutch Games of Chance Act 1964<sup>56</sup> ("GCA"), a game of chance is a game providing for *"an opportunity to compete for prizes or free gifts if designation of the winners takes place by chance determination on which the participants in general cannot exercise any overwhelming influence"*. In general, the Dutch legislator maintains a strict policy towards gambling and games of chance, based on consumer protection, suppression of gambling addiction and crime prevention. The Dutch policy can be divided roughly into two areas to which different legal regimes apply: general betting and gambling and promotional games of chance. Both regimes will be addressed hereinafter.

### 4.1 General betting and gambling

- 22 Under the GCA, it is prohibited to provide for an opportunity to gamble (e.g. lotteries, casinos), unless a licence has been granted.<sup>57</sup> There are only a limited number of parties in The Netherlands holding a betting and gambling licence.

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51 See section on copyrights above.

52 See Article 156 Code of Civil Procedure.

53 See Article 156 a Code of Civil Procedure.

54 Inter alia, deeds need to be written, signed by both parties and must be able to be stored for later reading.

55 See Article 3:94 DCC.

56 Wet van 10 December 1964, houdende nadere regelen met betrekking tot kansspelen.

57 Article 1 (a) GCA describes this general prohibition as following: *"it is prohibited to provide an opportunity to compete for prizes or free gifts if designation of the winners takes place by chance determination on which the participants in general cannot exercise any overwhelming influence."*

This is due to the fact that the GCA generally allows only one licence per category of games.<sup>58</sup> The main licensee is Holland Casino, a non-profit foundation held by the Dutch government, holding the only licence to provide for the vast majority of casino games such as poker, blackjack and roulette.

Since the Dutch government holds such a firm grip on the gambling market, its policy has been tested before the courts several times in recent years, usually through court cases initiated by the assigned licence-holders to shield their monopoly.<sup>59</sup> Generally, the Dutch policy has been considered as legitimate, supported by extensive case law by the European Court of Justice ("ECJ")<sup>60</sup>, which allows Member States for greater freedom in gambling regulation as a legitimate exception on the Treaty's single market principle.

## 4.2 Online gambling

*Vice versa*, the Dutch legislator has seen its restrictive policy impaired by a wide array of gambling opportunities on the internet, hosted from neighboring countries, such as the UK, or from rather remote jurisdictions, such as the Seychelles Islands. Since some of these websites are explicitly aimed at Dutch consumers, the Dutch government feels compelled to protect the Dutch consumer and act accordingly. This has, *inter alia*, led to a series of cases between Ladbrokes<sup>61</sup>, a UK-based bookmaking site focusing on sports, and the Dutch non-profit foundation Stichting De Nationale Sporttotalisator ("Lotto"), holding the respective Dutch licence for sports betting.<sup>62</sup> In 2008, the Dutch Supreme Court posed several preliminary questions on the compatibility of the Dutch policy with the EU principles of free movement of goods and services.<sup>63</sup> In its decision on these questions, the ECJ also answered the preliminary questions in joint cases with another Dutch gambling procedure<sup>64</sup>, hence providing a good overview of the legitimacy of the Dutch policy on online gambling.<sup>65</sup>

The ECJ generally affirms the Dutch system of restrictive licensing, though rules that the legitimacy depends more on the actual implementation than the system itself (which is used in more member states). In this light, the Dutch Supreme

<sup>58</sup> See e.g. Article 16 (1) DGA.

<sup>59</sup> E.g. Rechtbank Utrecht 27 February 2003 (Holland Casino/Paramount Holdings NV), LJN AF5121; Voorzieningenrechter Arnhem 1 July 2003 (Lotto/Teltrade), LJN AH8935; Voorzieningenrechter Utrecht 31 July 2003 (Holland Casino/Peak) LJN AI0977; Voorzieningenrechter Zutphen 9 February 2004 (Betfair), LJN AO3551; Voorzieningenrechter Arnhem 27 January 2003 (Toto/Ladbrokes) LJN AF3374; Rechtbank Amsterdam 17 April 2002 (Lotto/LuckySMS) LJN AE2131.

<sup>60</sup> ECJ 24 March 1994, C-275/92 (*Schindler I*); ECJ 21 September 1999, C-124/97 (*Läärä*), ECJ 21 October 1999, C-67/98 (*Zenatti*); ECJ 6 December 2003, C-243/01 (*Gambelli*).

<sup>61</sup> Trade name for The Sporting Exchange Ltd.

<sup>62</sup> Rechtbank Arnhem 27 January 2003 (Lotto/Ladbrokes), LJN AF3374; Hof Arnhem 2 September 2003 (Lotto/Ladbrokes), LJN AJ9996; HR 18 February 2005 (Ladbrokes/Lotto), LJN AR4841, with the second line of case being: Rechtbank Arnhem 31 August 2005 (Lotto/Ladbrokes), LJN AU1924; Hof Arnhem 17 October 2006 (Ladbrokes/Lotto), LJN AZ0222; resulting in the decision to refer preliminary questions in HR 13 June 2008 (Ladbrokes/Lotto), LJN BC8970.

<sup>63</sup> HR 13 June 2008, LJN BC8970 (Ladbrokes/Lotto).

<sup>64</sup> Rechtbank Den Haag 8 December 2006, LJN AZ6335 (Betfair/De Staat).

<sup>65</sup> ECJ 3 June 2010, C-203/08 (Betfair/De Staat) And C-258/08 (Ladbrokes/Toto).

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Court notes that a repressive regime, aimed to protect citizens, does not generally oppose an "expansion policy" which includes the introduction of new games of chance and advertisement. Such can be allowed, though only based on the actual grounds for the restrictive regime. This can be illustrated by the rise of on-line poker websites in the Netherlands. A legitimate ground for the introduction of a poker website by Holland Casino (which is being reconsidered after the previous parliament rejected the relevant proposal)<sup>66</sup> would be to channel the demand of Dutch consumers. The ECJ also confirms that, as opposed to the general rule of reciprocity in the EU<sup>67</sup>, a licence that is granted in a member state does not need to be accepted in other member states.<sup>68</sup> Hence, the licence granted to Ladbrokes in the UK does not exempt Ladbrokes from the need to obtain a Dutch licence to offer its services in the Netherlands. With the ECJ's answers generally supporting the Dutch restrictive gambling regime, the Supreme Court ruled that Ladbrokes is not allowed to operate a business which revolves around gambling or other games of chance and is directed at Dutch consumers.<sup>69</sup>

### 4.3 Promotional games of chance

- 26 In advance of an upcoming change in the DGA, an exception on the general gambling prohibition has been made for promotional games of chance through the code of conduct for promotional games of chance ("Code of Conduct").<sup>70</sup> The Code of Conduct offers the possibility to promote a product, service or organization through games of chance. The Code of Conduct makes a distinction between small and regular games of chance.
- 27 A promotional game of chance is considered small if the total value of the prizes is below 4,500 €, and if there are no additional costs of communication for the participants. Besides more common (consumer protective) requirements, such as a non-biased draw, a clear description of the prizes and non-misleading promotion of the game, the Code of Conduct emphasizes the protection of minors.<sup>71</sup> Promotional games of chance aimed at minors need to take the minor's expectations and limited ability to conceive and fully comprehend the games into account. Furthermore, the provider of the game needs to ensure that a minor who is younger than 16 years has parental consent to participate. This does not necessarily need to be shown during the promotion itself, but can be requested during the draw or prize award ceremony.
- 28 Regular games of chance have to comply with additional requirements. The Code of Conduct allows for only one regular game of chance per year, per product, service or organization. Furthermore, the game is restricted to a maximum of thirteen draws and a maximum value of 100,000 € (per year). Lastly, it should be pointed out that the Code of Conduct poses additional requirements to the

66 *Handelingen I*, 2007/08, nr. 25, p. 1040–1042.

67 ECJ 20 February 1979, C-120/78 (*Cassis de Dijon*).

68 Also see ECJ 8 September 2009, C-42/07 (Liga Portuguesa de Futebol Profissional and Bwin International Ltd.).

69 HR 18 februari 2005, LJN BT6689 (Ladbrokes).

70 The Code of Conduct for promotional games of chance (Gedragscode Promotionele Kansspelen) can be found in English on the website of the Dutch Ministry of Justice, <http://english.justitie.nl> (3 September 2012).

71 Under Dutch law, a minor is considered to be younger than 18 years.

competition rules or terms and conditions on e.g. the drawing process, the ways of participation and the complaints procedure.

Further to the Code of Conduct and the DGA, promotional games of chance are generally also subject to aspects of the Dutch Data Protection Act<sup>72</sup>, tax regulations on games of chance<sup>73</sup>, the Dutch Unfair Commercial Practices Act<sup>74</sup>, and in case of online games, the Dutch Distant Selling Act which sets certain additional information requirements.<sup>75</sup> 29

## 4.4 Conclusion and recent developments

Under the current Dutch regime, it is generally not allowed to operate a business that revolves around gambling or other games of chances and is directed at Dutch consumers. The majority of the licences that are granted for the various games of chance are in the hands of government controlled bodies. Due to the particular discretion enjoyed by member states with regard to the regulation of gambling, the Dutch authorities are able to effectively prevent foreign gambling businesses from obtaining a licence and offering their services to Dutch consumers. Hence, gambling websites that are directed at Dutch consumers are running a particular risk of being ordered to stop their operations in the Netherlands. 30

Promotional games of chance are allowed by the Code of Conduct, though the Code of Conduct does include some points of attention when offering promotional games in the Netherlands. For example, regular promotional games have a limit of one single regular game of chance per year, per product, service or organization. Hence, a specific promotion per product should be favored over a general promotion for the enterprise. In addition, further requirements for promotional games of chance are to be fulfilled in the case of games aimed at minors. These additional rules are especially important for the gaming industry (e.g. video games or casual games).<sup>76</sup> 31

Lastly, it is worth noting that the Dutch legislator took a different approach following the elections in 2010. As opposed to the current policy, which was mainly based on the various risks involved in gambling, a letter from the Dutch Minister of Justice indicated a clear shift from the risks to a policy that has a stronger emphasis on a "safe and responsible environment" in which citizens can enjoy games of chance.<sup>77</sup> The Minister expressed his intention to – *inter alia* – move away from the *de facto* monopoly imposed by the system of single licences and emphasized the value of a competitive market. The letter coincides with the forthcoming revision of the DCA and the recent institution of a gambling authority (*Kansspelautoriteit*) in April 2012, which now supervises the Dutch gambling 32

72 Dutch Data Protection Act (Wet bescherming persoonsgegevens).

73 Dutch Gambling Tax Act (Wet op de kansspelbelasting).

74 Article 3:305d and 6:193 a–j DCC.

75 Article 3:15d and 3:15e DCC.

76 Casual games are typically played online in web browsers, although they now are starting to become popular on game consoles and mobile phones as well. See for more information: [http://en.wikipedia.org/wiki/Casual\\_game](http://en.wikipedia.org/wiki/Casual_game) (29 April 2013).

77 Letter from the Minister of Justice on the Dutch gambling policy, 19 March 2011 (Kamerstukken II 2010/11, 24 557, nr. 124).

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market and grant the new licences. Though the Kansspelautoriteit has – *inter alia* – prioritized supervision on both gaming and promotional games of chance, it is at the same time reaching out to the industry and stakeholders to get their input on the upcoming change of the DCA. It is expected that the new legislation will introduce a system in which parties can obtain a licence to offer online gambling.

▼ Die Spielebranche hat sich in Deutschland ebenso wie international zu einer bedeutenden Wachstumsbranche entwickelt. Computer- und Videospiele werfen in der Praxis Fragen vor allem im Bereich des geistigen Eigentums, im Medien-, Vertriebs-, Wettbewerbs- und Datenschutzrecht auf. Entsprechend der Dynamik des Technologiesektors und der Geschwindigkeit, mit der sich Computer- und Videospiele gerade im Online-Bereich verbreiten, sind zahlreiche Rechtsfragen noch nicht im Einzelnen geklärt.

Das erste Handbuch zu Computer- und Videospielen für den europäischen Markt greift ein breites Spektrum praxisrelevanter Rechtsfragen auf, beleuchtet den Stand der Diskussion und bietet praxisnahe Lösungsansätze für den deutschen Markt. Mit ihrem Überblick zu ausgewählten Rechtsfragen in neun weiteren europäischen Ländern bieten die Herausgeber und das internationale Autorenteam zudem eine wichtige Orientierung zur internationalen Rechtslage.

▼ With the gaming industry among the most dynamic sectors of the entertainment industry, video and computer games raise numerous questions in particular regarding intellectual property law, media law, distribution law, unfair trade practice and data protection law. In light of the speed of innovation and user demand especially in the online sector, numerous legal issues are yet to be resolved.

This first handbook dealing with video and computer games in the German and European market brings together an international team of experts addressing a broad range of legal questions that are relevant to the business. The authors reflect on the current state of the debate and discuss pragmatic solutions for the German market (in German language). In addition, the editors and the team of international authors offer a widely spread overview on the legal situation in nine other European countries (in English language).

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