
SENATE COMMITTEE ON BUSINESS, PROFESSIONS AND ECONOMIC DEVELOPMENT

Senator Dr. Aisha Wahab, Chair
2025 - 2026 Regular

Bill No:	AB 1921	Hearing Date:	June 29, 2026
Author:	Ward		
Version:	June 23, 2026		
Urgency:	No	Fiscal:	Yes
Consultant:	Sarah Mason		

Subject: Digital games: ordinary use

SUMMARY: Establishes the Protect Our Games Act to require digital game operators to provide advance notice before discontinuing services necessary for certain digital games and, when those services end, to provide consumers with one or more specified remedies, such as a playable version of the game, a software patch, server software or documentation under specified circumstances, or a refund. Authorizes the Attorney General or a district attorney to enforce the act through a civil action.

NOTE: *This is double-referred and was previously heard in the Senate Committee on Privacy, Digital Technologies, and Consumer Protection. The bill passed that committee on June 22, 2026 on a 6-2 vote.*

Existing law:

- 1) Establishes California's Unfair Competition Law (UCL), which prohibits any unlawful, unfair, or fraudulent business act or practice and any unfair, deceptive, untrue, or misleading advertising. Authorizes the Attorney General, district attorneys, county counsel, city attorneys, and certain private parties to seek injunctive relief, restitution, and other remedies. (Business and Professions Code (BPC) §§ 17200 et seq.)
- 2) Provides that violations of other laws may constitute unlawful business practices under the UCL and authorizes civil penalties of up to \$2,500 per violation in actions brought by specified public prosecutors. (BPC §§ 17203, 17206)
- 3) Enacts the Song-Beverly Consumer Warranty Act, which establishes express and implied warranty protections for consumer goods sold at retail in California, including an implied warranty that consumer goods are fit for the ordinary purposes for which they are used, and provides remedies for consumers for specified breaches of those warranties. (Civil Code (CC) §§ 1790 et seq.)
- 4) Enacts the Consumer Legal Remedies Act (CLRA), which prohibits specified unfair and deceptive acts or practices undertaken in transactions intended to result in the sale or lease of goods or services to consumers, including representing that goods or services have characteristics, uses, benefits, or rights they do not have. Authorizes consumers to seek damages, injunctive relief, restitution, and other remedies. (CC §§ 1750 et seq.)

- 5) Enacts California's False Advertising Law, which prohibits any person or business from making or disseminating any statement concerning property, goods, or services that is untrue or misleading and known, or which by the exercise of reasonable care should be known, to be untrue or misleading. (BPC §§ 17500 et seq.)
- 6) Defines "digital good" as a digital audiovisual work, digital audio work, digital book, digital code, or digital application or game, whether electronically or digitally delivered or accessed. Excludes from the definition of "digital good" a cable television service, satellite relay television service, or any other distribution of television, video, or radio service. (BPC § 17500.6.)
- 7) Defines "digital application or game" to mean any application or game that a person accesses and manipulates using a specialized electronic gaming device, computer, mobile device, tablet, or other device with a display screen, including any add-ons or additional content for that application or game. (BPC § 17500.6.)
- 8) Provides that it is unlawful for a seller of a digital good to advertise or offer for sale a digital good to a purchaser with the terms "buy", "purchase," or any other term which a reasonable person would understand to confer an unrestricted ownership interest in the digital good, or alongside an option for a time-limited rental, unless the seller either:
 - a) Receives an affirmative acknowledgement from the purchaser that the purchaser is receiving a license to access the digital good, along with a complete list of restrictions and conditions of the license, and that access to the digital good may be unilaterally revoked by the seller if they no longer hold a right to the digital good.
 - b) Provides to the consumer before executing each transaction a clear and conspicuous statement that both states in plain language that "buying" or "purchasing" the digital good is a license, and includes a method to access the terms and conditions that provide full details on the license. (BPC § 17500.6.)
- 9) Provides that the Federal Trade Commission Act prohibits unfair or deceptive acts or practices affecting commerce and authorizes the Federal Trade Commission to take enforcement action against businesses that engage in unfair or deceptive practices. (15 U.S.C. § 45)

This bill:

- 1) Enacts the Protect Our Games (POG) Act, defines various terms for purposes of the POG Act, and establishes various requirements on digital games first available for purchase or rereleased for purchase on or after January 1, 2028.
- 2) Requires a digital game operator, at least 60 days before ceasing to provide services necessary for the ordinary use of a digital game, to communicate to purchasers and prospective purchasers directly through the digital game or on the operator's website about the date on which those services will cease, any services that will no longer be provided by the operator, any game features that will no longer

be available to the purchaser, any known security risks that may result from the cessation of services, and how the purchaser can continue to use the digital game, or obtain a refund.

- 3) Requires the digital game operator, beginning on the date they cease to provide services necessary for the ordinary use of the digital game, to provide the purchaser with one or more of the following:
 - a) A version of the digital game that can be used by the purchaser independent of services controlled by the operator.
 - b) A patch or update to the purchaser's version of the digital game that enables its continued use independent of services controlled by the operator.
 - c) A refund in an amount equal to the highest price of the digital game offered by the digital game operator within the 12 months before the digital game operator ceases providing services necessary for the ordinary use of the digital game.
 - d) All necessary documentation to allow the purchaser to host a private or community server with which the purchaser could make ordinary use of the game independent of services controlled by the operator.
 - e) A version of server software that the game may connect to in order to make ordinary use of the game independent of other ongoing services, specifying that if the server software contains additional hardware or software requirements than what was necessary for the original game, this requirement only applies if the operator has communicated that fact to the purchaser and the additional hardware or software requirements are reasonably attainable at the time services by the digital operator cease.
 - f) Prohibits the digital game operator, beginning on the date they cease to provide services necessary for the ordinary use of the digital game, from selling, leasing, or otherwise distributing a version of the game that cannot be used by a purchaser independent of services controlled by the operator.
 - g) Specifies that the requirements in a)-f) do not apply to a subscription-based service that advertises or offers for sale access to any digital game solely for the duration of the subscription; a digital game that is advertised or offered to a person for no monetary consideration and; any digital game that is advertised or offered to a person that the seller cannot revoke access to after the transaction, which includes making the digital game available at the time of purchase for permanent offline download to an external storage source to be used without a connection to the internet.
- 4) Authorizes the Attorney General or a district attorney to bring a civil action to enforce the POG Act.

FISCAL EFFECT: This bill is keyed fiscal by Legislative Counsel. According to the Assembly Committee on Appropriations, the bill will result in possible General Fund costs to the Department of Justice of an unknown but potentially moderate amount and

cost pressures of an unknown but potentially moderate amount to the courts to adjudicate any additional filings.

COMMENTS:

1. **Purpose.** According to the Author, this is an “author-sponsored bill, but Stop Killing Games and Consumer Reports have provided assistance throughout the process.” According to the Author, “AB 1921 aims to protect video game users against unexpected shutdowns of their digital games. When a game operator stops supporting a live-service game server, that game becomes inoperable for users who purchased a license with the expectation of continual access. This bill requires user notifications before the end of server support and ensures that paid users walk away with either a playable version of the game or a refund once services cease. As consumers increasingly enjoy entertainment and engage in hobbies via digital goods, furthering digital consumer protection and transparency in this space is essential.”

The Author states that “the global video game industry has outstripped movies, sports, and music in terms of revenue. California leads the United States in video game industry jobs and economic output. In the United States, digital games are licensed to consumers, meaning that users pay for permission to use a game, rather than full ownership. The video game landscape has changed significantly with the rising prevalence of digital games that rely on an ongoing internet connection to a backend server. Unlike the video games of the past, live service games may have an operator-imposed expiration date if a game operator ceases to provide services. When a publisher decides to shut down a server that supports a live service game, they render it inoperable for players who paid the purchase price believing they would be able to access the game for the foreseeable future.”

According to the Author, “AB 2426, authored by Assemblymember Irwin, made an important start in this space by requiring companies selling digital goods to clearly disclose to customers that they will not own the content, only a revokable license to access it. This bill was motivated by consumers losing access to paid digital goods, including video games, without transparency about the terms of the license. AB 2426 ensure that companies will not use terms like “buy” or “purchase” without accompanying plain language warnings that the content could become unusable in the future. The problem remains that consumers may pay full price for a game license that is only usable for mere weeks or months. As live service games continue to grow in popularity, so too does the number of games made inaccessible by the end of server support...

Only two weeks after its launch, Concord, a sci-fi hero shooter video game, was shut down. Dismally low sales and lukewarm critical response motivated Sony to delist the game from digital storefronts and cease to support the game’s servers. Concord is just one of many discontinued video games that have sparked Stop Killing Games (SKG), an international consumer movement advocating for the preservation of server-supported games. Other examples include The Day Before, Anthem, Babylon’s Fall, and Kingdom Under Fire 2.

The EU-based SKG petition has been signed by 1,264,000 individuals across more than ten countries, demonstrating widespread public concern with gamers losing access to the server-connected games they paid to play. The petition calls for legislation that requires publishers to leave videogames in a functional, playable state even after their servers are shut down. Most recently, supported by SKG, French consumer protection organization UFC-Que Choisir filed a lawsuit over video game studio Ubisoft's 2023 shutdown of its servers supporting online-only racing game *The Crew*. Players lost access overnight when servers were permanently shut down. The lawsuit accuses Ubisoft of misleading and deceptive business practices because the company revoked game licenses and made the game unplayable for users who had paid with the expectation of continual access.”

2. **Background.** According to researchers at the University of Oxford, video games have become a routine recreational activity for millions of people, with large-scale research increasingly examining how gameplay affects well-being, social interaction, and consumer behavior. As digital games have become a mainstream form of entertainment, the marketplace has also evolved from the sale of physical media to digital downloads and online distribution platforms, raising new questions regarding consumer expectations for continued access to purchased digital content. Unlike traditional physical games that generally remain playable without ongoing support from the publisher, many modern digital games rely on publisher-operated authentication systems or online servers for some or all gameplay functions.

California has long protected consumers through broad statutes prohibiting unfair competition, deceptive business practices, false advertising, and breaches of express and implied warranties. The Unfair Competition Law (Business and Professions Code Sections 17200 et seq.) prohibits unlawful, unfair, or fraudulent business practices, while the False Advertising Law (Business and Professions Code Sections 17500 et seq.) prohibits advertising that is untrue or misleading. In addition, the Song-Beverly Consumer Warranty Act (Civil Code Sections 1790 et seq.) establishes express and implied warranty protections for consumer goods sold at retail in California and provides remedies when specified warranty obligations are not met. Collectively, these statutes establish California's policy of protecting consumers through truthful advertising, fair business practices, warranty protections, and statutory remedies.

The evolving digital games marketplace was first addressed through AB 2426 (Irwin, Chapter 513, Statutes of 2024). Effective January 1, 2025, the law prohibits sellers from advertising or offering digital goods using terms such as “buy” or “purchase” in a manner that would reasonably imply unrestricted ownership unless the seller either obtains the purchaser's affirmative acknowledgment that the transaction conveys only a license or provides a clear and conspicuous disclosure that the transaction is a license and directs the purchaser to the applicable license terms. Existing law focuses on ensuring consumers understand the nature of the transaction before completing a purchase but does not establish statutory requirements governing the continued availability or functionality of a digital game after a publisher discontinues services necessary for its ordinary use.

Consumer expectations regarding digital purchases. The increasing prevalence of server-supported digital games has changed the relationship between consumers

and purchased digital content. Unlike traditional physical media, the continued functionality of some digital games depends on publisher-operated authentication systems, matchmaking services, cloud infrastructure, or other online services that may be discontinued after a game is released. As a result, a consumer's ability to continue using a digital game may depend not only on the initial transaction but also on the continued availability of services necessary for the game's ordinary use.

Existing consumer protection laws generally regulate representations made to consumers before or at the time of sale. Through the Unfair Competition Law, False Advertising Law, and, more recently, AB 2426, California has required businesses to market products truthfully and, in the case of digital goods, to disclose when consumers are purchasing a revocable license rather than unrestricted ownership. AB 1921 instead would establish post-sale obligations applicable when a digital game operator elects to discontinue services necessary for the ordinary use of a digital game by requiring specified notice and one or more prescribed remedies.

The feasibility of some of those remedies may vary depending on how an individual game was designed, developed, and distributed. Modern digital games frequently operate using integrated software ecosystems that may include proprietary server architecture, authentication systems, cloud-based computing resources, cybersecurity and anti-cheat technologies, third-party middleware, licensed game engines, or other components that are developed, maintained, or licensed separately from the game itself. In addition, some games incorporate licensed intellectual property, music, voice acting, branding, or likeness rights that may be subject to contractual limitations or expire independently of the game's commercial life cycle. Consequently, the availability of a standalone playable version, server software, or technical documentation may differ from one title to another depending on a game's technical architecture, contractual arrangements, and underlying software and content. The bill recognizes this variation by permitting several alternative methods of compliance and additional clarification may assist in identifying the circumstances under which the various remedies are intended to apply, as well as whether those remedies can be implemented consistently across the broad range of digital games currently available in the marketplace.

- 3. Arguments in Support.** Supporters write that "AB 1921 ensures that manufacturers who license games do so in a manner that is fair to consumers, providing them advance notice when those games are shut down and ensuring that when a game gets shut down consumers who were granted the license get a full refund or the ability to access advertised aspects of gameplay without a connection to the server."

Stop Killing Games writes that "The bill does not require perpetual server support, ongoing live operations, or maintenance of every online feature. It simply ensures that paid users are not left with nothing when operator-controlled services are shut down...AB 1921 is carefully scoped to ordinary use. It does not give consumers ownership of the underlying copyrighted work, source code, music, trademarks, or audiovisual materials. It does not authorize resale, redistribution, commercial exploitation, or modification of the game. Instead, the bill protects the limited use right sold to the consumer: the ability to use the core features of the game consistent with the reasonable expectations created by how it was advertised,

marketed, or described at the time of purchase. A consumer who purchases a game license is not asking to own the entire work; they are asking to retain the ordinary ability to play the game they paid for.

4. **Arguments in Opposition.** The Entertainment Software Association writes that recent amendments would “allow purchasers to host private or community-run servers after a game operator discontinues support and would permit refunds based on the highest price offered for a game within the previous twelve months. While well-intentioned, the bill violates creator’s rights and raises consumer safety and privacy concerns that ultimately risk harming both consumers and the broader video game ecosystem.” The organization notes that “Video games are creative works but fundamentally different from traditional media like books or films in that they are also complex software systems that depend on evolving hardware, operating systems, and, in many cases, online services. Some games, particularly those that rely on online infrastructure, may cease to function when supporting services are discontinued. This is a natural feature of modern software. Additionally, for decades video games have been distributed under license agreements. This reflects their highly collaborative nature: games often incorporate software engines, audiovisual elements, music, performances, branded content, and licensed technologies such as middleware, networking tools, and security systems. These components are frequently subject to separate contractual terms, including time-limited licenses.”

The group also writes that “California has already addressed consumer transparency through its existing “Buy Button” law (AB 2426), which ensures that consumers understand they are acquiring licensed digital content. The June 2024 California Senate Judiciary Committee analysis of Assembly Bill 2426 stated, “...while many of these goods are available to “buy” or “purchase” online, the buyer is not receiving the type of ownership that comes with ancient products like DVDs, CDs, or paper books, and “...while there is nothing inherently wrong with these licensing structures, they may not align with what a consumer expects, especially when the term “buy” or “purchase” is being used.” The recognition of the inherent difference between physical and digital goods lead the California legislature to pass AB 2426 to ensure that consumers had appropriate knowledge that digital goods are licensed and not owned...AB 1921 also fails to account for the legal constraints imposed by third-party licensing. Many games include licensed music, likeness rights, sports leagues, or branded intellectual property. These agreements often limit how long a game can be distributed or maintained. A legal requirement to keep games playable indefinitely could place publishers in an impossible position—forcing them to renegotiate licenses indefinitely or alter games in ways that may not be legally or technically feasible. The bill also raises serious federal copyright concerns. By effectively requiring publishers to modify, reproduce, distribute, or facilitate continued operation of games after support has ended, AB 1921 would compel creators to make copyrighted works available on state-mandated terms rather than their own. This approach seeks to create a new consumer right to digital games by limiting the rights of creators and publishers to determine how and when their works are distributed and supported. Where feasible, publishers already take steps to manage end-of-life transitions responsibly—such as providing advance notice, issuing final updates, or enabling limited offline functionality.

The bill would create new obligations that are technically challenging, commercially impractical, and inconsistent with conclusions reached by policymakers in the United Kingdom and the European Union. Mandating patches, offline versions, community-server functionality, or refunds in all circumstances is unworkable. Requiring publishers to modify, reproduce, or distribute their games after support has ended interferes with rights protected under federal copyright law, while blanket refund requirements fail to account for the value consumers may already have received through months or years of gameplay. AB 1921 will limit how developers design modern interactive experiences and reduced access to online features players expect. It will result in fewer games, higher costs and less innovation.”

SUPPORT AND OPPOSITION:Support:

Consumer Reports
Consumer Reports Advocacy
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Stop Killing Games
United Videogame Workers-CWA

Opposition:

Entertainment Software Association

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