

PUBLIC CONSULTATION PAPER NO.2/2026

THE GAMING SUB-CODE 2026

FIRST EDITION

Practical Standards for Safer, more Responsible Online Gaming in Malaysia

Start date: 9 September 2026

Closing date: 24 October 2026

This paper is provided for consultation. It does not constitute legal advice, and the proposal may be revised after public feedback

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GLOSSARY AND INTERPRETATION

Term	Meaning in this PC Paper
Access Route	any means by which a User may create an account for, sign in to, or otherwise obtain access to a Gaming Service, including through an application store, operating system, console ecosystem, web browser, direct download, a third-party sign-in, or registration by email or telephone number.
Act / CMA	the Communications and Multimedia Act 1998.
Age Assurance	a proportionate measure or process used to estimate, verify, declare, or otherwise assess a User's age or age range for age-appropriate protections or access conditions.
Child / Children	a person or persons below eighteen years of age.
Child Account	an account held by a User who is a Child, or which the Operator has reason to believe is held by a Child on the basis of an age signal, an Age Assurance outcome, or a declaration made on account creation. An account established or supervised by a parent or guardian under Part 3, Clause 3.11 on behalf of a User with a disability or diminished capacity is treated as a Child Account for the purposes of the default settings in the draft.
CMCF / Content Forum	the Communications and Multimedia Content Forum of Malaysia.
Commercial Communication	advertising, sponsorship, influencer promotion, paid placement, branded Content, affiliate promotion, an ad-based reward, or any other Content intended to promote, market, endorse, or influence the purchase or use of goods, services, virtual items, Virtual Currency, game features, or Gaming Services.
Commission / MCMC	the Malaysian Communications and Multimedia Commission.
Complaints Bureau	the division of CMCF that receives, considers, mediates, and adjudicates complaints relating to alleged breaches of the Content Code and the Sub-Codes forming part of it.
Content Code	the Malaysian Communications and Multimedia Content Code registered under the CMA, of which the proposed Gaming Sub-Code is intended to form a part.
Dark Pattern	an interface design choice, system architecture, or service mechanic intended or reasonably likely to mislead, manipulate, coerce, or exploit a User into a choice, including a purchase or a change to a safety setting, that the User would not otherwise have made.
Developer	a person primarily responsible for the creation, design, programming, or development of an Online Game or Gaming Service, or of any material feature or component of one. A Developer may also be a Publisher or an Operator.
Gaming Content Creator	a person who creates, broadcasts, streams, publishes, promotes, reviews, or comments on Content relating to Online Games or Gaming Services, including livestreamers, video creators, casters, influencers, and gaming personalities.

Term	Meaning in this PC Paper
Gaming Safety Officer / GSO	the individual designated by an Operator as responsible within that Operator for Child safety and Sub-Code compliance matters, and who serves as the point of contact for formal communications on those matters.
Gaming Service	an Online Game or connected game-related service, including associated social, communication, monetisation, advertising, marketplace, livestreaming, account, User-generated Content, or community features.
High-Risk Feature	a feature likely to increase the risk of harm, exploitation, financial detriment, inappropriate contact, unsuitable Content, unsafe interaction, or gambling-like behaviour.
Highly Effective Age Assurance	an outcome standard for Age Assurance that is accurate, robust against reasonably foreseeable circumvention, reliable, and fair.
Likely to be Accessed by Children	in relation to a Gaming Service or a feature of it, that access by Children is more probable than not, having regard to its nature, design, marketing, classification, applied Age Assurance, and known User base. This description is used in this PC Paper; the draft applies the concept descriptively and does not define it.
Material Change	a change to a Gaming Service that would reasonably be expected to alter the nature or level of risk it presents to Users, and in particular to Children, including the introduction or significant alteration of a High-Risk Feature, a User interaction feature, a User-generated Content environment, a monetisation mechanic, a Randomised Reward Mechanism, an advertising or Commercial Communication system, a livestreaming or spectator function, or a trading system. A routine update affecting none of those matters is not a Material Change.
ONSA	the Online Safety Act 2025.
Operator	a person who operates, runs, or controls the ongoing provision of a Gaming Service to Users, including its accounts, features, moderation, monetisation, and community environments. A person may be an Operator in addition to being a Developer or a Publisher.
PC	this Public Consultation.
PC Paper	this Public Consultation Paper.
Platform	a service through which an Online Game or Gaming Service is made available to Users, including an application store, console ecosystem, operating system, or distribution or streaming service. Gaming Platform has the same meaning.
Platform-Level Age Assurance	Age Assurance carried out by a Platform, operating system, application store, console ecosystem, or mobile network operator, on which an Operator may rely instead of repeating the process at game level.
Proposed Sub-Code	the proposed first edition of the Malaysian Communications and Multimedia Gaming Sub-Code.
Publisher	a person responsible for the publication, distribution, release, or commercial exploitation of an Online Game or Gaming Service, whether or not that person also developed or operates it.

Term	Meaning in this PC Paper
Randomised Reward Mechanism	a game or game-linked mechanism through which a User obtains an item, reward, benefit, or outcome determined wholly or partly by chance.
Reasonable Accommodation	has the meaning given to it under the Persons with Disabilities Act 2008.
Safety-by-Design	the practice of identifying and addressing foreseeable risks to Users, and in particular to Children, at the design stage and throughout the life cycle of a Gaming Service, rather than only after harm has occurred.
Significant Risk of Serious Harm	a risk that a User may suffer serious harm, including sexual exploitation, grooming, sexual extortion, exposure to Content unsuitable for a Child, significant financial detriment, or significant harm to physical or mental health, where the likelihood and severity together are such that a reasonable Operator would act to address it. Under the draft, the presence of a High-Risk Feature accessible to Children is treated as giving rise to a Significant Risk of Serious Harm unless the Operator has assessed under Part 2, Section 2.0 that it does not and has recorded the basis of that assessment.
Third-Party Virtual Currency Reseller	a person who sells or makes available Virtual Currency, top-up credits, game vouchers, redemption codes, or prepaid game cards outside the primary game client, official game platform, or app store of a Gaming Service, under an authorised commercial arrangement with the Publisher or Operator.
User-generated Content / UGC	Content created, uploaded, shared, transmitted, displayed, streamed, published, customised, or modified by a User in connection with a Gaming Service.
Virtual Currency	a digital unit of value issued or recognised within a Gaming Service that may be purchased, earned, or granted, and used to obtain items, features, entitlements, or other benefits within that service.

BACKGROUND

The Content Forum is conducting this Public Consultation on the proposed first edition of the Malaysian Communications and Multimedia Gaming Sub-Code. The proposed Sub-Code is intended to provide a dedicated self-regulatory framework for Content, services, features, and commercial practices within Online Games and connected Gaming Services accessible in Malaysia.

Online games now combine entertainment with communication, User-generated Content, livestreaming, advertising, virtual economies, in-game purchases, subscriptions, and competitive play. These features create significant social, cultural, educational, and economic opportunities. They can also create risks involving inappropriate contact, unsuitable Content, exploitative monetisation, scams, account compromise, and financial or emotional harm, particularly for Children and vulnerable Users.

The proposed Sub-Code has been developed as a risk-based framework. It does not treat every game, feature, or industry participant in the same manner. Instead, responsibilities are linked to the role and degree of control exercised by each party, the likelihood and severity of harm, the likely access by Children, and the presence of features that may create higher risks.

This PC Paper is structured into three principal parts:

- Part A provides an overview of the legislative context and the objectives of the Public Consultation;
- Part B explains the key components proposed for inclusion in the Gaming Sub-Code; and
- Parts C and D set out the consultation questions and the process for submitting feedback.

All responses will be considered in the finalisation of the proposed Sub-Code. CMCF strongly encourages industry participants, regulators, game developers, Platforms, parents, young adults, gaming communities, civil society, academics, creators, and members of the public to participate. You may complete it online via SurveyMonkey by scanning the QR code below or respond directly in Part C and D of this Consultation Paper. You may also refer to the full Draft Guidelines attached to this paper



A. INTRODUCTION

A.1 Legislative Context

1.1 CMCF was established as the designated industry forum for Content under Section 212 of the Communications and Multimedia Act 1998. The Act provides a framework for voluntary industry codes and for the registration of those codes by the Commission.

1.2 The proposed Gaming Sub-Code is intended to form part of the Malaysian Communications and Multimedia Content Code. In accordance with Section 95(2) of the CMA, it will only take effect upon registration by the Commission. Compliance remains voluntary, subject to Section 99 of the CMA and any other applicable legal requirements.

1.3 Section 98(2) of the CMA provides that compliance with a registered voluntary industry code is a defence against a prosecution, action, or proceeding relating to a matter dealt with in the code. The proposed Sub-Code is therefore intended to provide practical guidance and greater certainty while supporting the wider system of industry self-regulation.

1.4 The proposed Sub-Code is to be read together with the Content Code and all applicable Malaysian laws and regulatory instruments, including the Online Safety Act 2025 and applicable online-safety codes. It does not displace statutory duties relating to Child protection, data protection, criminal conduct, intellectual property, gambling, consumer protection, or lawful cooperation with authorities.

A.2 Purpose and Objectives of the Public Consultation

2.1 The purpose of this PC is to obtain views on a proposed new framework for responsible gaming services in Malaysia before the first edition is finalised and submitted for registration.

2.2 The consultation seeks to determine whether the proposed standards:

- identify the appropriate persons, services, and connected features within scope;

- allocate responsibilities fairly across Developers, Publishers, Operators, Platforms, advertisers, creators, resellers, parents, and Users;
- provide workable age classification, Age Assurance, parental control, and Child-safety measures;
- promote transparency and informed choice in relation to monetisation, advertising, interaction, and trading;
- support effective reporting, incident response, complaints, and recordkeeping;
- remain proportionate for smaller businesses and services presenting lower risks; and
- protect Users without unnecessarily restricting creative expression, legitimate gameplay, innovation, esports, or responsible industry development.

2.3 The proposed Sub-Code does not make CMCF a pre-approval body for games or game Content. It establishes standards of responsible conduct and provides a framework for self-regulation, complaints, education, and continuous improvement.

A.3 Issues for Comments

3.1 CMCF welcomes comments on:

- the proposed first-edition Gaming Sub-Code;
- the specific questions raised in this PC Paper;
- the clarity, proportionality, commercial feasibility, technical feasibility, and likely effect of the proposed measures;
- whether any proposed requirement should be supported by implementation guidance, a transition period, or a threshold for smaller Operators; and
- any other issue that may strengthen User protection, support the gaming industry, or improve the operation of the proposed Sub-Code.

3.2 A copy of the draft Gaming Sub-Code is provided separately. Respondents are encouraged to read the draft in its entirety because individual provisions form part of an integrated, risk-based framework and are best understood in context.

B. THE PROPOSED GAMING SUB-CODE

The following sections outline the key components proposed for inclusion in the first edition of the Gaming Sub-Code. The sections and the consultation questions follow the same order and the same themes as the accompanying bilingual survey questionnaire, so that a respondent may use either document. Each consultation question below corresponds to a section of the survey, and its lettered limbs correspond to the individual statements within that section. The survey presents the same propositions in plain language and illustrates several of them with short scenarios; the questions in this Paper are self-contained and may be answered without reference to those scenarios. References are provided to the relevant provisions of the draft so that respondents may consider the complete wording.

B.1 Overall Approach and Scope

The proposed Sub-Code applies to Online Games and Gaming Services accessible in Malaysia and to connected features that materially affect safety, monetisation, advertising, User interaction, Content accessibility, or account integrity. It covers relevant participants across the gaming value chain, including Developers, Publishers, Operators, Platforms, advertisers, Gaming Content Creators, and authorised Third-Party Virtual Currency Resellers, according to their roles and capabilities. The proposal excludes offline games without connected functionality and unregulated or illegal platforms. Where a service combines gaming and non-gaming functions, the proposed Sub-Code applies to the gaming-related features and materially integrated functions within the relevant party's control.

A central feature of the framework is proportionality. Obligations are lighter for smaller studios and lower-risk services, and stronger for large services and higher-risk features. Operators and Publishers are expected to assess risk by considering the likelihood of access by Children, the nature of User interaction

and UGC, monetisation and trading systems, advertising, livestreaming, previous safety incidents, and the severity and reversibility of potential harm.

The proposed Sub-Code identifies several High-Risk Features. These are not automatically prohibited. Instead, they trigger closer consideration of safeguards such as Age Assurance, safer defaults, parental controls, disclosures, moderation, access restrictions, and reporting tools. The risk assessment should be revisited following a material change to a service or feature. The draft also proposes that the assessment be revisited at reasonable intervals proportionate to the risk presented, and where a development in User behaviour, in online threats, or in technology would reasonably be expected to affect it, even where the service itself has not changed.

The proposed Sub-Code depends on a set of defined terms that carry its mandatory obligations. Highly Effective Age Assurance, Child Account, High-Risk Feature, and Significant Risk of Serious Harm each determine when a stronger obligation is engaged. The draft also relies on the concept of a Gaming Service being likely to be accessed by Children, which it applies descriptively rather than as a defined term; CMCF invites views on whether that concept should be defined in Part 1, Clause 5.1. CMCF seeks views on whether these definitions are clear enough to be applied consistently by Operators of different sizes. Views on the drafting of these terms are invited through the additional questions for industry participants at Section B.10 and through the general feedback questions.

The proposed Sub-Code sets out categories of content relevant to the assessment of risk, covering violence, sexual content, offensive language, substance use, distressing themes, gambling-adjacent themes, mature themes, and unmoderated User-generated Content. These categories inform the risk assessment and the decision on Age Assurance; they are not a classification scale. Separately, Content that is prohibited under the Content Code or Malaysian law, including material depicting the sexual exploitation or abuse of a Child, remains prohibited irrespective of any consent given by a User, parent, or guardian.

Relevant provisions: Part 1, Clause 5.1; Part 2, Clauses 1.1-3.5.

Consultation Question 1: Overall Approach

CMCF seeks views on the following propositions:

- a) Malaysia would benefit from clear standards for online games and gaming services.
- b) The proposed Sub-Code is generally clear enough for people to understand what responsible practice should look like.
- c) The proposed Sub-Code strikes an appropriate balance between protecting players, especially Children, and allowing the games industry to grow and innovate.
- d) Requirements should be matched to the level of risk, so that smaller studios and lower-risk games are not overburdened, while larger services and higher-risk features carry stronger safeguards.

Survey Section A; Part 1, Clause 5.1; Part 2, Clauses 1.1-3.5.

B.2 Checking a Player's Age

The proposed framework separates age classification from Age Assurance. Classification provides information about suitability and risk. Age Assurance is the process used to apply age-appropriate protections or restrictions. Displaying an age rating does not by itself satisfy an obligation to restrict access to a feature presenting a significant risk of serious harm to Children.

Publishers, Platforms, and distributors are expected to use a recognised classification framework, including PEGI, ESRB, IARC, platform-based ratings, or another framework accepted as good industry practice. Classification information should be displayed clearly before download, purchase, installation, subscription, or access, and should identify relevant connected features such as in-game purchases, randomised rewards, User Interaction Features, User-generated Content, advertising, livestreaming, and geolocation, not only scripted game Content.

Age Assurance is proposed as a technology-neutral, outcome-based standard. A low-risk service may use a light-touch method, while a service or feature presenting a significant risk of serious harm to Children must use Highly Effective Age Assurance. Self-declaration may contribute to the assessment but is not sufficient by itself where the higher standard applies.

To reduce duplication, an Operator may rely on a qualifying age signal from a recognised provider, including Platform-Level Age Assurance. The signal must be applied accurately and consistently across every Access Route. The proposed framework also emphasises privacy, data minimisation, accessibility, and the use of feature-based controls rather than blanket exclusion where appropriate. CMCF seeks views on whether providers of age-assurance services should be required to meet a recognised standard before an Operator relies on them.

Where no suitable signal is available, the account must either undergo suitable Age Assurance or remain subject to Child-account defaults. Unregistered or provisional sessions may not access High-Risk Features or paid Randomised Reward Mechanisms. CMCF also seeks views on how Age Assurance should operate for Children without identity documentation, including stateless and refugee Children, so that age checking does not become a barrier to access.

Relevant provisions: Part 3, Clauses 1.1-2.16.

Consultation Question 2: Checking a Player's Age

CMCF seeks views on the following propositions:

- a) For features that could put a Child at real risk, self-declaration of a date of birth should not be sufficient, and the game or Platform should apply a stronger age check.
- b) Where a device, console, or app store has already assured a player's age, the Operator should be able to rely on that signal instead of repeating the process at game level.
- c) Games should display a recognised age rating, such as PEGI, ESRB, or a platform rating, before download, purchase, or subscription.
- d) Classification information should also disclose the connected features a game contains, including communication with strangers, purchases, randomised rewards, livestreaming, and location features, and not only scripted Content.
- e) Where a player's age has not been assured, the account should be treated as a Child Account by default until it has been.
- f) Providers of age-assurance services should be required to meet a recognised standard before an Operator relies on them.
- g) Age checking should not exclude Children without identity documentation, including stateless and refugee Children, and an alternative route should be available to them.

Survey Section B; Part 3, Clauses 1.1-2.16.

B.3 Children's Accounts and Parental Controls

The best interests of the Child are a primary consideration throughout the proposed Sub-Code. Gaming Services directed at, or reasonably likely to be accessed by, Children should provide safeguards that are easy to find, understand, and use. These may include play-time controls, spending approvals, restrictions on communications and unknown contacts, privacy settings, activity visibility, safety resets, and reporting channels.

The draft proposes protective default settings for Child accounts. For Users below thirteen, real-time voice communication with unknown Users, direct messages from non-contacts, paid Randomised Reward Mechanisms, High-Risk Features, public or searchable profiles, and third-party links in chat are disabled by default. The same defaults generally apply to Child accounts aged thirteen to seventeen, although a lower-risk setting may be relaxed by the User in limited circumstances. Higher-risk defaults require verified parental or guardian consent, and a parent or guardian should be able to restore any setting at any time.

Communication safeguards are intended to address grooming, bullying, harassment, exploitation, extortion, scams, and other harmful conduct. The proposal does not prohibit organised esports or youth competitive play. A normally restricted feature may be enabled for supervised participation through the same verified parental-consent pathway, without reducing other safety or Content obligations.

The draft further provides for a parent, guardian, or other responsible person to establish and supervise an account on behalf of a User with a disability or diminished capacity, irrespective of that User's age. Operators are expected to disclose the accessibility features available in a Gaming Service, having regard to Reasonable Accommodation under the Persons with Disabilities Act 2008, though the draft does not prescribe which features must be offered. Classification information, notices, and community standards should be available in Bahasa Malaysia and English where reasonably practicable.

Relevant provisions: Part 3, Clauses 1.4 and 3.1-5.3; Part 4, Clauses 1.4 and 1.7; Part 14, Clauses 4.1-4.3.

Consultation Question 3: Children's Accounts and Parental Controls

CMCF seeks views on the following propositions:

- a) A Child Account should start with protective default settings enabled, including no voice communication with unknown Users, no direct messages from non-contacts, no public or searchable profile, and no third-party links in chat.
- b) A User aged thirteen to seventeen should be able to relax certain lower-risk settings, while higher-risk settings should require verified parental or guardian consent.
- c) A parent or guardian should be able to restore any setting at any time.
- d) Parental controls should be easy to find and easy to use, covering play time, spending, contact, privacy, and reporting.
- e) Children should remain able to participate in organised esports and school or club competition, with verified parental or guardian consent enabling the features required.
- f) A parent, guardian, or other responsible person should be able to establish and supervise an account on behalf of a User with a disability, irrespective of that User's age.

Survey Section C; Part 3, Clauses 1.4 and 3.1-5.3; Part 4, Clauses 1.4 and 1.7; Part 14, Clauses 4.1-4.3.

B.4 Spending, Randomised Rewards and Virtual Currency

The proposed Sub-Code recognises that in-game purchases, subscriptions, battle passes, downloadable Content, advertising, and virtual economies support many gaming business models. The proposed standards do not prohibit responsible monetisation. They focus on transparency, informed choice, and safeguards against deceptive or exploitative design.

Users should be told the real-money cost, recurring nature, expiry, limitations, and gameplay effect of a purchase before it is completed. Where Virtual Currency is used, the conversion to real-money cost should be understandable, and CMCF seeks views on whether the ringgit equivalent should be displayed alongside the in-game currency so that Users are not required to calculate it themselves. Interfaces should not obscure the price, probability, or material restrictions attached to a transaction.

Randomised Reward Mechanisms, including loot boxes and gacha, must be disclosed together with probability or odds and the nature of the consideration required. Paid mechanisms should not be directed at Children in a manner that exploits their impulsivity, inexperience, or limited financial understanding. Parents should be able to disable or limit paid mechanisms on a Child Account.

The draft also proposes a configurable periodic spending limit for Child accounts, applied by default, with any increase requiring verified parental or guardian consent. CMCF further seeks views on whether a parent should be able to require approval for each individual purchase rather than only a periodic total. Dark Patterns, false urgency, social pressure, concealed recurrence, and confusing Virtual Currency conversions should not be used to manipulate purchases. Where virtual items have external value, Operators should disclose restrictions and address fraud, unauthorised transactions, gambling-like behaviour, account compromise, money-laundering risk, and harm to Children.

Virtual Currency is frequently acquired outside the game client, through top-up platforms, digital credit marketplaces, retail point-of-sale resellers, and payment gateways. The proposed Sub-Code defines these as Third-Party Virtual Currency Resellers, but does not at present place operative obligations on them. Given that the point of sale is often where a Child's spending decision is actually made, CMCF seeks views on whether proportionate obligations on price and product transparency, age-appropriate sale, complaint handling, and fraud prevention should be applied to them in the first edition.

Relevant provisions: Part 1, Clause 5.1; Part 4, Clauses 1.1-2.2; Part 5, Clauses 1.1-4.5; Part 14, Clauses 2.1-3.1.

Consultation Question 4: Spending, Randomised Rewards and Virtual Currency

CMCF seeks views on the following propositions:

- a) Before a purchase is completed, a Gaming Service should clearly disclose the real-money cost, whether the charge recurs, whether it expires, and its effect in the game.
- b) Where Virtual Currency is used, the ringgit equivalent should be displayed alongside the in-game currency.
- c) Randomised Reward Mechanisms, including loot boxes and gacha, should disclose the probability or odds of each outcome before payment.
- d) A parent or guardian should be able to disable or limit paid Randomised Reward Mechanisms on a Child Account.
- e) A Child Account should have a periodic spending limit applied by default, which only a parent or guardian may increase.
- f) A parent or guardian should be able to require approval for each individual purchase, and not only a periodic total.
- g) Countdown timers, last-chance messaging, social pressure, and confusing currency conversions should not be used to induce spending by Children.
- h) Third-Party Virtual Currency Resellers, including retail point-of-sale, top-up platforms, and payment intermediaries, should be subject to proportionate obligations on price transparency and age-appropriate sale.

Survey Section D; Part 5, Clauses 1.1-4.5; Part 14, Clauses 2.1-3.1.

B.5 Advertising and Creator Promotions

Advertising and Commercial Communications within or connected to Gaming Services must comply with applicable Malaysian law and the Content Code. Sponsored Content, paid promotions, branded items, ad-based rewards, and other commercial arrangements should be clearly identifiable where their commercial nature may not be apparent.

Additional protections apply where advertising is likely to be accessed by Children. The proposal prohibits personalised advertising directed at a Child Account using personal data collected within the Gaming Service, even where general data-processing consent has been obtained. Advertising served to a Child Account must be age-appropriate and must not use fear, shame, social exclusion, pressure, or deceptive design to induce spending.

Rewarded advertising and embedded advertising should be disclosed. The draft recognises that some free-to-play games rely primarily on advertising and provides limited flexibility for non-intrusive advertising that does not interrupt active gameplay, is clearly labelled, is not a Dark Pattern, and is not targeted at Children using personal data.

Gaming Content Creators are included where they promote games, items, currencies, randomised rewards, events, or related products. Sponsored arrangements should be disclosed, and a creator should not present outcomes in a manner that misleads viewers about the real probability of obtaining an item. Creator campaigns should not target Children with gambling-like mechanics, irresponsible spending, or misleading probability claims.

Relevant provisions: Part 4, Clauses 1.1-1.7; Part 6, Clauses 1.1-4.3.

Consultation Question 5: Advertising and Creator Promotions

CMCF seeks views on the following propositions:

- a) Advertising within a Gaming Service should be clearly identifiable as advertising.
- b) Personalised advertising directed at a Child Account using personal data collected within the Gaming Service should be prohibited, even where general data-processing consent exists.
- c) Where in-game rewards are offered for viewing advertising, the arrangement should be clearly disclosed.
- d) A Gaming Content Creator should clearly disclose a sponsored arrangement, and should not present outcomes in a manner that misleads viewers about the real probability of obtaining an item.
- e) A free-to-play service that relies on advertising should be permitted greater advertising volume than a paid service, provided the advertising does not interrupt active gameplay, is clearly labelled, and is not targeted at Children using personal data.

Survey Section E; Part 6, Clauses 1.1-4.3.

B.6 Talking to Other Players

Gaming Services with User Interaction Features should maintain community standards covering harassment, hate speech, bullying, threats, doxxing, sexual exploitation, grooming, scams, account theft, cheating, and other conduct that undermines safety or fair play. Standards should be understandable and available in Bahasa Malaysia and English where reasonably practicable.

Higher-risk services should provide accessible in-session mute, block, restrict, and report tools that can be reached during play rather than only through a settings menu, together with proportionate moderation, evidence preservation, escalation, repeat-abuse controls, suspicious-link warnings, and privacy controls. Users should receive appropriate information about the status or outcome of reports where lawful and practicable.

CMCF seeks views on whether Operators should take proactive steps to detect indicators of grooming and the sexual exploitation of Children, rather than relying only on User reports, and on how such measures should be balanced against privacy and the risk of false identification.

The proposed Sub-Code also draws a boundary around independent companion communication services. Full obligations apply where the Operator has direct contractual or technical control. Where an independent service is outside that control, the Operator is expected to provide a public reporting route and to refer credible Child-safety concerns to the appropriate authority.

Relevant provisions: Part 7, Clauses 1.1-3.5.

Consultation Question 6: Talking to Other Players

CMCF seeks views on the following propositions:

- a) A Gaming Service with communication features should maintain clear community standards covering harassment, hate speech, bullying, threats, scams, and sexual exploitation.
- b) Mute, block, and report functions should be reachable during play rather than only through a settings menu.
- c) A User who submits a report should be informed of its status or outcome where lawful and practicable.
- d) Operators should take proactive steps to detect indicators of grooming and sexual exploitation of Children, rather than relying only on User reports.
- e) Where a community operates on an independent companion platform, the Operator's responsibility should depend on the degree of contractual or technical control it exercises over that space.

Survey Section F; Part 7, Clauses 1.1-3.5.

B.7 Accounts, Safety and Complaints

Account compromise can lead to financial loss, unauthorised transactions, loss of virtual items, scams, and harm to Children. The proposed Sub-Code encourages proportionate account-recovery safeguards, authentication controls, suspicious-activity detection, User notifications, transaction restrictions, and clear escalation routes. Account selling and unauthorised transfer are generally prohibited under Gaming Service terms, and Users should receive clear information about account rules, recovery, suspension, banning, and reporting.

Every Operator is expected to incorporate Safety-by-Design throughout the life cycle of a Gaming Service. Child-protective features should be defaults rather than opt-ins where appropriate, personal-data collection should be minimised at the design stage, and safety impact should be considered before a High-Risk Feature is launched or materially altered. For a service directed at, or likely to be accessed by, Children, the draft requires a written Child-safety risk assessment at least annually and within thirty days of a material change, proportionate to the Operator's size and the risk presented.

An Operator whose service enables communication, interaction, or exchange between Users must designate a named Gaming Safety Officer. Smaller Operators may assign the role to an existing employee, an external adviser, a shared person, or a single safety contact where applicable. The proposal does not require a foreign Operator to establish a Malaysian presence solely for this purpose.

Serious incidents, including credible threats, Child sexual exploitation, grooming, sexual extortion, and large-scale account compromise, require a documented response process. Initial triage should occur without undue delay and within twenty-four hours, followed by protection, evidence preservation, lawful referral, communication, and review.

Entities subject to the proposed Sub-Code should provide accessible complaint mechanisms covering safety, monetisation, advertising, accounts, UGC, privacy, and classification. Unresolved matters may be submitted to the CMCF Complaints Bureau, which may mediate, request information, assess complaints, issue determinations, or refer matters where appropriate. Operators should maintain records reasonably necessary for complaint handling, moderation, account integrity, safety enforcement, and lawful cooperation, applying data minimisation, security, and applicable data-protection requirements. The proposed Sub-Code does not create a separate fixed retention period.

CMCF seeks views on whether Operators should publish periodic figures on reports received and action taken, so that Users and parents can assess whether reporting and moderation systems are effective. The proposed Sub-Code also supports public education on safe gaming, responsible spending, parental controls, classification, advertising, online contact, and reporting, as a shared responsibility across industry, government, civil society, educators, parents, and Users.

Relevant provisions: Part 8, Clauses 1.1-1.6; Part 9, Clauses 2.1-5.3; Parts 11 to 13.

Consultation Question 7: Accounts, Safety and Complaints

CMCF seeks views on the following propositions:

- a) Operators should protect Users against account theft, scams, and unauthorised transactions, and notify a User of suspicious activity on their account.
- b) Operators should apply Safety-by-Design when a feature is designed, and not only after harm has occurred.
- c) Operators should review their safety risk assessment periodically, and not only when the Gaming Service changes.
- d) An Operator whose service enables communication between Users should designate a named Gaming Safety Officer who can be contacted on safety matters.
- e) A serious report, including a credible threat, the exploitation of a Child, or a large-scale account compromise, should be triaged within twenty-four hours.
- f) Where a complaint cannot be resolved with the Operator, the User should be able to refer it to the CMCF Complaints Bureau.
- g) Operators should publish periodic figures on reports received and action taken.

Survey Section G; Part 8, Clauses 1.1-1.6; Part 9, Clauses 2.1-5.3; Parts 11 to 13.

B.8 Who Should Be Responsible

The proposed duty of care is shared across the gaming value chain and allocated according to role and control. An entity is not expected to control a feature outside its reasonable technical, contractual, operational, or commercial control. Where it has material control or influence, it should take proportionate steps to address foreseeable risks.

A single Gaming Service will frequently involve a Developer, a Publisher, a Platform or app store, payment intermediaries, and Gaming Content Creators engaged to promote it. Where harm occurs, it is not always obvious which of them should answer for it. The proposed Sub-Code does not select one party as the responsible entity. It allocates responsibility to each participant for the part of the service that participant actually controls. CMCF seeks views on whether this allocation is the right one, and on whether it will operate fairly in practice.

Relevant provisions: Part 2, Clauses 1.3 and 2.1-2.9; Part 9, Clauses 1.1-1.4.

Consultation Question 8: Allocation of Responsibility

Where a Child incurs significant spending in a Gaming Service developed by one party, published by a second, sold through a third, and promoted by a fourth, CMCF seeks views on how responsibility should be allocated. The proposed Sub-Code provides that each participant should be accountable for the part of the service it actually controls, rather than designating a single responsible party.

Survey Section H; Part 2, Clauses 1.3 and 2.1-2.9; Part 9, Clauses 1.1-1.4.

B.9 Getting Started: Implementation, Thresholds and Review

The proposed Sub-Code will take effect only upon registration by the Commission under Section 95(2) of the CMA. CMCF recognises that several of the proposed obligations, in particular the designation of a Gaming Safety Officer, the first Child-safety risk assessment, and the application of default spending limits to Child accounts, require lead time for Operators to implement.

CMCF therefore seeks views on whether a transition period should apply before the proposed Sub-Code takes full effect, and on its appropriate length. Views are also sought on the thresholds and figures the draft leaves to guidance, including the micro-operator threshold for the Gaming Safety Officer obligation and the default periodic spending limit for Child accounts. Setting these in guidance rather than in the instrument allows them to be revised without reopening the Sub-Code.

The gaming sector changes rapidly. The draft does not at present contain a review and amendment provision. CMCF proposes to include one in the first edition, providing for a first review within twelve months of registration and for subsequent reviews at regular intervals, informed by complaints received, the operation of the Sub-Code in practice, and developments in comparable international frameworks. Views are invited on that proposal and on the appropriate review interval.

Relevant provisions: Part 5, Clause 3.4; Part 9, Clauses 4.3 and 4.5; Part 13, Clause 2.3. The draft does not presently contain a review and amendment provision.

Consultation Question 9: Implementation, Thresholds and Review

CMCF seeks views on the following propositions:

- a) Operators should be given a transition period to prepare before the proposed Sub-Code takes full effect.
- b) Specific figures, including the default periodic spending limit for a Child Account and the micro-operator threshold for the Gaming Safety Officer obligation, should be set in guidance that can be updated more readily, rather than fixed in the Sub-Code itself.

- c) The Sub-Code should be reviewed within twelve months of taking effect, and at regular intervals thereafter.

Survey Section I; Part 5, Clause 3.4; Part 9, Clauses 4.3 and 4.5; Part 13, Clause 2.3.

B.10 Overall Feedback and Industry Questions

CMCF invites an overall view on the proposed Sub-Code, together with views on the areas that most require further work or clarification, and on any matter the proposed Sub-Code has not addressed. Respondents may address any provision of the draft, whether or not it is the subject of a specific question in this PC Paper.

Additional questions are directed to industry participants, including Developers, Publishers, Operators, Platforms, app stores, payment providers, Third-Party Virtual Currency Resellers, Gaming Content Creators, and advertising agencies. These seek views on which requirements would be most difficult to apply in practice, whether the respective responsibilities of each participant are clear enough to support practical compliance, the preparation time an organisation would require, and the implementation support that would be most useful. Views on the clarity and workability of the defined terms in the draft are particularly welcome here.

Relevant provisions: the proposed Sub-Code in its entirety.

Consultation Question 10: Overall Feedback and Industry Questions

CMCF seeks an overall view on the proposed Sub-Code, and specifically on:

- a) the respondent's overall position on the proposed Sub-Code as drafted;
- b) the areas that most require further work or clarification;
- c) any provision that should be changed or clarified, and the reasons for it;
- d) any important issue concerning online games that the proposed Sub-Code has not addressed;
- e) for industry participants, the requirements that would be most difficult to apply in practice;
- f) for industry participants, whether the respective responsibilities of Developers, Publishers, Platforms, creators, and resellers are clear enough to support practical compliance;
- g) for industry participants, the preparation time required before the Sub-Code takes full effect; and
- h) for industry participants, the implementation support that would be most useful.

Survey Section J and the Additional Questions for Industry Participants.

C. FEEDBACK REQUEST AND CONSULTATION QUESTIONS

The consultation questions are collected below for ease of reference. They correspond to the accompanying bilingual survey questionnaire: each question below is a section of the survey, and its lettered limbs are the statements within that section. Respondents may answer through the survey, or may respond to any question in writing; the questions below are self-contained and do not depend on the illustrative scenarios used in the survey. Respondents may answer all questions or only those relevant to their experience or expertise, and may comment on any provision of the draft whether or not it is the subject of a question.

Consultation Question 1: Overall Approach

CMCF seeks views on the following propositions:

- a) Malaysia would benefit from clear standards for online games and gaming services.
- b) The proposed Sub-Code is generally clear enough for people to understand what responsible practice should look like.
- c) The proposed Sub-Code strikes an appropriate balance between protecting players, especially Children, and allowing the games industry to grow and innovate.
- d) Requirements should be matched to the level of risk, so that smaller studios and lower-risk games are not overburdened, while larger services and higher-risk features carry stronger safeguards.

Survey Section A; Part 1, Clause 5.1; Part 2, Clauses 1.1-3.5.

Consultation Question 2: Checking a Player's Age

CMCF seeks views on the following propositions:

- a) For features that could put a Child at real risk, self-declaration of a date of birth should not be sufficient, and the game or Platform should apply a stronger age check.
- b) Where a device, console, or app store has already assured a player's age, the Operator should be able to rely on that signal instead of repeating the process at game level.
- c) Games should display a recognised age rating, such as PEGI, ESRB, or a platform rating, before download, purchase, or subscription.
- d) Classification information should also disclose the connected features a game contains, including communication with strangers, purchases, randomised rewards, livestreaming, and location features, and not only scripted Content.
- e) Where a player's age has not been assured, the account should be treated as a Child Account by default until it has been.
- f) Providers of age-assurance services should be required to meet a recognised standard before an Operator relies on them.
- g) Age checking should not exclude Children without identity documentation, including stateless and refugee Children, and an alternative route should be available to them.

Survey Section B; Part 3, Clauses 1.1-2.16.

Consultation Question 3: Children's Accounts and Parental Controls

CMCF seeks views on the following propositions:

- a) A Child Account should start with protective default settings enabled, including no voice communication with unknown Users, no direct messages from non-contacts, no public or searchable profile, and no third-party links in chat.
- b) A User aged thirteen to seventeen should be able to relax certain lower-risk settings, while higher-risk settings should require verified parental or guardian consent.
- c) A parent or guardian should be able to restore any setting at any time.
- d) Parental controls should be easy to find and easy to use, covering play time, spending, contact, privacy, and reporting.
- e) Children should remain able to participate in organised esports and school or club competition, with verified parental or guardian consent enabling the features required.
- f) A parent, guardian, or other responsible person should be able to establish and supervise an account on behalf of a User with a disability, irrespective of that User's age.

Survey Section C; Part 3, Clauses 1.4 and 3.1-5.3; Part 4, Clauses 1.4 and 1.7; Part 14, Clauses 4.1-4.3.

Consultation Question 4: Spending, Randomised Rewards and Virtual Currency

CMCF seeks views on the following propositions:

- a) Before a purchase is completed, a Gaming Service should clearly disclose the real-money cost, whether the charge recurs, whether it expires, and its effect in the game.
- b) Where Virtual Currency is used, the ringgit equivalent should be displayed alongside the in-game currency.
- c) Randomised Reward Mechanisms, including loot boxes and gacha, should disclose the probability or odds of each outcome before payment.
- d) A parent or guardian should be able to disable or limit paid Randomised Reward Mechanisms on a Child Account.
- e) A Child Account should have a periodic spending limit applied by default, which only a parent or guardian may increase.
- f) A parent or guardian should be able to require approval for each individual purchase, and not only a periodic total.

- g) Countdown timers, last-chance messaging, social pressure, and confusing currency conversions should not be used to induce spending by Children.
- h) Third-Party Virtual Currency Resellers, including retail point-of-sale, top-up platforms, and payment intermediaries, should be subject to proportionate obligations on price transparency and age-appropriate sale.

Survey Section D; Part 5, Clauses 1.1-4.5; Part 14, Clauses 2.1-3.1.

Consultation Question 5: Advertising and Creator Promotions

CMCF seeks views on the following propositions:

- a) Advertising within a Gaming Service should be clearly identifiable as advertising.
- b) Personalised advertising directed at a Child Account using personal data collected within the Gaming Service should be prohibited, even where general data-processing consent exists.
- c) Where in-game rewards are offered for viewing advertising, the arrangement should be clearly disclosed.
- d) A Gaming Content Creator should clearly disclose a sponsored arrangement, and should not present outcomes in a manner that misleads viewers about the real probability of obtaining an item.
- e) A free-to-play service that relies on advertising should be permitted greater advertising volume than a paid service, provided the advertising does not interrupt active gameplay, is clearly labelled, and is not targeted at Children using personal data.

Survey Section E; Part 6, Clauses 1.1-4.3.

Consultation Question 6: Talking to Other Players

CMCF seeks views on the following propositions:

- a) A Gaming Service with communication features should maintain clear community standards covering harassment, hate speech, bullying, threats, scams, and sexual exploitation.
- b) Mute, block, and report functions should be reachable during play rather than only through a settings menu.
- c) A User who submits a report should be informed of its status or outcome where lawful and practicable.
- d) Operators should take proactive steps to detect indicators of grooming and sexual exploitation of Children, rather than relying only on User reports.
- e) Where a community operates on an independent companion platform, the Operator's responsibility should depend on the degree of contractual or technical control it exercises over that space.

Survey Section F; Part 7, Clauses 1.1-3.5.

Consultation Question 7: Accounts, Safety and Complaints

CMCF seeks views on the following propositions:

- a) Operators should protect Users against account theft, scams, and unauthorised transactions, and notify a User of suspicious activity on their account.
- b) Operators should apply Safety-by-Design when a feature is designed, and not only after harm has occurred.
- c) Operators should review their safety risk assessment periodically, and not only when the Gaming Service changes.
- d) An Operator whose service enables communication between Users should designate a named Gaming Safety Officer who can be contacted on safety matters.
- e) A serious report, including a credible threat, the exploitation of a Child, or a large-scale account compromise, should be triaged within twenty-four hours.

- f) Where a complaint cannot be resolved with the Operator, the User should be able to refer it to the CMCF Complaints Bureau.
- g) Operators should publish periodic figures on reports received and action taken.

Survey Section G; Part 8, Clauses 1.1-1.6; Part 9, Clauses 2.1-5.3; Parts 11 to 13.

Consultation Question 8: Allocation of Responsibility

Where a Child incurs significant spending in a Gaming Service developed by one party, published by a second, sold through a third, and promoted by a fourth, CMCF seeks views on how responsibility should be allocated. The proposed Sub-Code provides that each participant should be accountable for the part of the service it actually controls, rather than designating a single responsible party.

Survey Section H; Part 2, Clauses 1.3 and 2.1-2.9; Part 9, Clauses 1.1-1.4.

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- b) Specific figures, including the default periodic spending limit for a Child Account and the micro-operator threshold for the Gaming Safety Officer obligation, should be set in guidance that can be updated more readily, rather than fixed in the Sub-Code itself.
- c) The Sub-Code should be reviewed within twelve months of taking effect, and at regular intervals thereafter.

Survey Section I; Part 5, Clause 3.4; Part 9, Clauses 4.3 and 4.5; Part 13, Clause 2.3.

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CMCF seeks an overall view on the proposed Sub-Code, and specifically on:

- a) the respondent's overall position on the proposed Sub-Code as drafted;
- b) the areas that most require further work or clarification;
- c) any provision that should be changed or clarified, and the reasons for it;
- d) any important issue concerning online games that the proposed Sub-Code has not addressed;
- e) for industry participants, the requirements that would be most difficult to apply in practice;
- f) for industry participants, whether the respective responsibilities of Developers, Publishers, Platforms, creators, and resellers are clear enough to support practical compliance;
- g) for industry participants, the preparation time required before the Sub-Code takes full effect; and
- h) for industry participants, the implementation support that would be most useful.

Survey Section J and the Additional Questions for Industry Participants.

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D. SUBMISSION AND CMCF CONTACT DETAILS**PUBLIC CONSULTATION PAPER
THE PROPOSED MALAYSIAN COMMUNICATIONS AND MULTIMEDIA
GAMING SUB-CODE****NAME:**

ORGANISATION:

EMAIL:

How to respond

Please submit your response through the official Public Consultation survey, or by email to haveyoursay@contentforum.my, before the announced closing date of the Public Consultation exercise.

Responses may be submitted in Bahasa Malaysia or in English. Respondents may answer all of the consultation questions or only those relevant to their experience or expertise.

Confidentiality

If any part of your response is commercially sensitive or otherwise confidential, please identify that part clearly and, where practicable, provide a version that may be published or shared. CMCF will treat material identified in this way as confidential, subject to any disclosure required by law or by the Commission.

How your response will be used

Responses will be considered in the finalisation of the proposed Sub-Code. CMCF will publish a consultation report on www.contentforum.my summarising the feedback received and how it has shaped the final text. Where a respondent has provided an email address, CMCF will notify that respondent when the report is available. Individual respondents will not be identified in the report unless they have consented to attribution below.

Personal data

The personal data you provide in this form, being your name, organisation, and email address, is collected by the Communications and Multimedia Content Forum of Malaysia for the purposes of administering this Public Consultation, verifying and acknowledging submissions, contacting you about your response, and preparing and distributing the consultation report. It is processed in accordance with the Personal Data Protection Act 2010. Your data will not be used for any other purpose or disclosed to any other party except where required by law or by the Commission. You may request access to, correction of, or deletion of your personal data by writing to haveyoursay@contentforum.my.

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Tick below if you consent to having your response quoted and attributed to you in CMCF's future publications.

☐ I agree for my response to be quoted and attributed in publications by CMCF.

☐ My response contains confidential or commercially sensitive material, which I have identified in my submission.

For queries and further information about this PC Paper or the proposed Gaming Sub-Code, please contact CMCF at haveyoursay@contentforum.my.

Draft status: The publication date, consultation period, online survey link, and closing date should be inserted only after they have been formally approved and announced by CMCF.



DRAFT

THE MALAYSIAN COMMUNICATIONS AND MULTIMEDIA

GAMING SUB-CODE

FIRST EDITION

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PUBLISHER

Communications and Multimedia Content Forum of Malaysia (Content Forum) *Forum Kandungan Komunikasi dan Multimedia Malaysia*

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PREFACE

(PLACEHOLDER)

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PART 1: INTRODUCTION

1.0 Preamble

1.1. BEARING IN MIND the national policy objectives of and for the communications and multimedia industry and the need to establish agreed standards of behaviour in the gaming sector and to:

- (a) Promote a safe, healthy, and responsible gaming environment that enhances the quality of life for all Users in Malaysia, particularly Children;
- (b) Regulate the gaming sector for the long-term benefit of Users, parents, and guardians;
- (c) Promote a high level of Consumer confidence in service delivery;
- (d) Grow and nurture Malaysian gaming content, Esports talent, and digital creative industries that reflect national identity and global competitiveness;
- (e) Facilitate responsible self-regulation of the gaming industry in a manner that is practical, proportionate, and commercially feasible; and
- (f) Establish Malaysia as a leading hub for safe, responsible, and innovative gaming content and services in the region.

1.2. BEING AWARE of the prohibition against Content, which is indecent, obscene, false, menacing, or grossly offensive and of the application of those prohibitions to Content disseminated through Gaming Services, including through User Interaction Features, User-generated Content environments, livestreaming services, and Commercial Communications embedded in games.

1.3. RECOGNISING THE NEED to ensure that Gaming Services provide entertainment, social connection, and enrichment to the diverse needs of Malaysian Users across all ages, while maintaining appropriate safeguards against harm.

1.4. RECOGNISING THAT USERS should have the freedom to choose the Gaming Services they access, and that this freedom must be balanced against public interest and the obligation to protect Children, with appropriate classification systems, parental controls, and Age Assurance measures enabling informed choice.

1.5. RECOGNISING THAT CHILDREN are uniquely vulnerable, and in light of the impact that Content has on their well-being and development, there is an added responsibility to respect, protect and promote Content practices that uphold Children's rights and safeguard them from harm.

1.6. AND WHILST RECOGNISING the right of Users to choose the Gaming Services they engage with, it is AGREED that those choices should be exercised with care, and that responsibility for safe gaming is shared among Operators, Publishers, Platforms, Gaming Content Creators, parents, guardians, educators, and Users themselves.

2.0 General Principles

2.1 IT IS DECLARED AND ACCEPTED that the following general principles shall apply to all Content made available through Gaming Services, including where such Content is facilitated, personalised, or moderated by AI systems, algorithmic recommendation engines, or automated moderation tools.

2.2 In developing, publishing, operating, and promoting Gaming Services and related Content, Sub-Code Subjects shall bear in mind the need for a balance between providing Users with engaging, creative, and commercially viable gaming experiences on the one hand, and the necessity to preserve law, order, morality, and the safety of Users especially Children. The Content Forum is not intended to act as a pre-approval body for Gaming Services or game Content.

2.3 The principle that Content disseminated through Gaming Services shall not be indecent, obscene, false, menacing, or grossly offensive shall be observed, by taking reasonable steps proportionate to the nature of the Gaming Service, without prejudicing Content that constitutes fair creative expression, legitimate gameplay, or game-based commentary on matters of social, cultural, or civic relevance, provided such Content is in accordance with Malaysian law.

2.4 Characters, representations, and communities within Gaming Services shall, where applicable be portrayed with fair and equitable demographic diversity taking into account age, civil status, race, ethno-cultural origin, physical appearance, background, religion, occupation, socio-economic condition and leisure activities, while actively pursuing a wide range of interests avoiding harmful stereotypes and degrading depictions.

2.5 The best interests of the Child shall be a primary consideration in the design, delivery, monetisation, and management of Gaming Services and gaming-related Content likely to be accessed by Children, with due regard to ensuring an appropriate balance between their right to protection and their rights to access age-appropriate gaming, creative expression, and digital participation.

2.6 Sub-Code Subjects shall take reasonable steps to ensure that their Gaming Services, Content, and community environments do not contain abusive or discriminatory material relating to race, religion, culture, ethnicity, national origin, gender, age, disability, or any other characteristic protected under Malaysian law, recognising that every Person has the right to full and equal recognition and to enjoy fundamental rights as provided in the Federal Constitution.

2.7 Commercial Content disseminated through Gaming Services which includes advertising, influencer promotions, sponsored Content, ad-based rewards, in-game Commercial Communications, and branded virtual items shall observe the principles of responsibility, transparency, and accountability as set out in this Sub-Code, regardless of the format, game genre, or monetisation model involved.

3.0 Objectives of the Sub-Code

3.1 The overriding purpose of this Sub-Code is to recommend guidelines for the responsible development, publication, distribution, monetisation, promotion, and operation of Online Games and Gaming Services through industry self-regulation, in a practical and commercially feasible manner, and at the same time foster, promote, and encourage the healthy growth and development of the Malaysian gaming industry.

3.2 In doing so, it is noted and acknowledged that the following specific objectives shall guide the parties affected, governed by, administering and subject to the Sub-Code:

- (a) Meeting and supporting the national policy objectives set out in the Act as they apply to the gaming sector.
- (b) Ensuring effective self-regulation of the development, publication, operation, monetisation, and promotion of Gaming Services.
- (c) Empowering Users, parents, and guardians to make informed choices about the Gaming Services they access and the spending decisions they make within them.

- (d) Protecting Children from harm arising from Online Games and Gaming Services, including from exploitative monetisation, inappropriate contact, unsuitable content, and manipulative design mechanics.
- (e) Promoting transparency, fairness, and accountability in the gaming value chain among Developers, Publishers, Operators, Platforms, Third-Party Virtual Currency Resellers, and Gaming Content Creators.
- (f) Recognising and keeping updated with international as well as national standards, classification frameworks, trends, and regulatory developments in the gaming sector in applying and reviewing this Sub-Code.

4.0 Scope and Coverage

4.1 This Sub-Code shall apply to all Content made available through Online Games and Gaming Services accessible in Malaysia, and to the persons and entities set out in Part 2 of this Sub-Code, including but not limited to the following persons:

- (a) Each member of the Content Forum;
- (b) Each Person who has submitted their agreement to the Content Forum that they shall comply with this Sub-Code; and
- (c) Each Person whom the Commission has directed in accordance with **Section 99 of the Act**.

4.2 This Sub-Code may be reproduced in various vernacular versions to facilitate wider understanding and accessibility among Malaysian gaming industry participants, Users, parents, and guardians.

5.0 Definitions and Interpretation

5.1 For the purposes of this Gaming Sub-Code, the following words, and phrases, unless otherwise specified hereunder, bear and have the same meaning as in the **Communications and Multimedia Act 1998**.

Act means the **Communications and Multimedia Act 1998**.

Access means its ordinary meaning such as a means of entering; a means or a right of using, reaching, or entering. It is not the definition in **Section 6 of the Act**.

Access Route means any means by which a User may create an account for, sign in to, or otherwise obtain access to a Gaming Service, including through an application store, operating system, console ecosystem, web browser, direct download, a Third-Party Sign-In, registration by email or telephone number, or play without registration.

Age Assurance means any proportionate measure, mechanism, or process used to estimate, verify, declare, or otherwise assess a User's age or age range for the purpose of applying age-appropriate protections, restrictions, access conditions, notices, or safety measures within a Gaming Service.

Age Verification means a process by which an Operator or Platform confirms, through reliable and proportionate means, that a User meets a specified minimum age threshold before permitting access to a Gaming Service or High-Risk Feature, typically through the use of government-issued identification,

biometric verification, third-party verification services, or equivalent mechanisms.

Child or Children means a Person or Persons below the age of eighteen (18) years.

Child Account means an account held by a User who is a Child, being an account which the Operator knows to be held by a Child, or which the Operator has reason to believe is held by a Child on the basis of an age signal, an Age Assurance outcome, a declaration made on account creation, or any other information reasonably available to it. Where an account is established or supervised by a parent or guardian under Clause 3.11 of Part 3, that account is to be treated as a Child Account for the purposes of the default settings under Part 3 irrespective of the age of the User. A shared or family account is a Child Account only in respect of a profile or sub-account identified as belonging to a Child, where the Gaming Service supports such profiles.

Child Protection Code means the Online Safety (Child Protection) Code issued under the Online Safety Act 2025, as amended, replaced, or supplemented from time to time.

Child Safety Risk Assessment means the assessment required under Clause 2.3 of Part 9. An assessment carried out by an Operator in respect of the same Gaming Service under the Risk Mitigation Code or the Child Protection Code satisfies that Clause to the extent that it addresses the matters set out in it, and this Sub-Code does not require a separate assessment to be duplicated for that purpose.

Commission means the Malaysian Communications and Multimedia Commission established under the **Malaysian Communications and Multimedia Commission Act 1998**.

Commercial Communication means any advertising, sponsorship, influencer promotion, paid placement, branded Content, affiliate promotion, ad-based reward (including any in-game benefit or Virtual Currency offered in exchange for viewing, clicking, or engaging with an advertisement), or any other Content intended to promote, market, endorse, or influence the purchase or use of goods, services, virtual items, Virtual Currency, game features, or Gaming Services, regardless of the format, platform, or monetisation model through which it is delivered.

Complaints Bureau means a division under the Content Forum that receives, considers, mediates, adjudicates and makes rulings on matters, such as complaints and grievances, relating to alleged breaches of the Code, as described in Part 8 of the Content Code.

Consumer is a Person who receives, acquires, uses, or subscribes to Content relating to Gaming and related services under this Sub-Code.

Contact or Exchange Feature means any feature of a Gaming Service enabling communication, interaction, or the exchange of Content or virtual items between Users, being the class of feature by reference to which the obligation to designate a Gaming Safety Officer arises under Clause 4.1 of Part 9. A Contact or Exchange Feature need not be a High-Risk Feature.

Content under this Sub-Code shall have the meaning assigned to it under the Malaysian Communications and Multimedia Content Code, and includes, where relevant, game-related text, audio, visuals, audiovisual materials, livestreams, interactive materials, User-generated Content, advertisements, promotional materials, and communication exchanged through Gaming Services. Content does not include:

- (a) Android Package Kit (APK) stores and other unregulated and/or illegal online platforms;
- (b) Offline games without online functionality; or
- (c) games that do not provide monetisation or interactive services through electronic networks.

Content Code means the Code, prepared by the Content Forum and registered with the Commission pursuant to the Communications and Multimedia Act 1998, as may be revised or reissued from time to time, and of which this Sub-Code forms a part.

Content Forum means the Communications and Multimedia Content Forum of Malaysia (*Forum Kandungan Komunikasi dan Multimedia Malaysia*) designated by the Commission under **Section 212 of the Act**.

Dark Pattern means any interface design choice, system architecture, or service mechanic that is intended or reasonably likely to mislead, manipulate, coerce, or exploit Users into making a choice, including a purchase or a change to a safety or privacy setting, that the User would not otherwise have made, or into surrendering a protection available to the User under this Sub-Code.

Developer means any Person primarily responsible for the creation, design, programming, or development of an Online Game or Gaming Service, or any material feature or component thereof, including game mechanics, monetisation systems, User Interaction Features, User-generated Content environments, and advertising or Commercial Communication integrations. A Developer may also be a Publisher or Operator where that Person additionally performs those roles.

Esports or Organised Competitive Play means competitive play in an Online Game conducted under the rules of, and supervised by, an organiser, including training, tournaments, leagues, school and club competitions, and youth development pathways, whether conducted in person or remotely. The term does not extend to ordinary competitive or ranked play within a Gaming Service that is not conducted under the supervision of an organiser.

ESRB means **Entertainment Software Rating Board**

Gaming Content Creator means any Person who creates, broadcasts, streams, publishes, promotes, reviews, comments on, or otherwise disseminates Content relating to Online Games or Gaming Services, whether for entertainment, educational, promotional, commercial, or community purposes, including livestreamers, video creators, casters, influencers, streamers, and gaming personalities.

Gaming Platform means a Platform through which an Online Game or Gaming Service is made available, and is to be read as a reference to a Platform. Where this Sub-Code uses the term Gaming Platform, no meaning different from Platform is intended.

Gaming Safety Officer or GSO means the individual designated by an Operator under Part 9 Clause 4 of this Sub-Code who is responsible within that Operator for Child safety and Sub-Code compliance matters, and who serves as the point of contact for formal communications relating to those matters.

Gaming Service means any digital or electronically accessible game, game-related service, or interactive entertainment environment made available over a Network, including associated social, communication, monetisation, livestreaming, advertising, User interaction, User-generated Content, marketplace, trading, account, or community features.

High-Risk Feature means any feature, function, or service design element which, having regard to its nature, accessibility, and reasonably foreseeable use, is likely to increase the risk of harm, exploitation, financial detriment, inappropriate contact, exposure to unsuitable Content, unsafe interaction, gambling-like behaviour, or other material harm, particularly for Children. High-Risk Features may include open chat, voice chat, livestreaming, direct messaging, public matchmaking, social discovery, guilds or clans, trading systems, public User-generated Content, proximity-based matching, geolocation features, and paid Randomised Reward Mechanisms.

Highly Effective Age Assurance or HEAA means an Age Assurance measure, or a combination of measures, that is technically accurate in estimating or verifying the age of a User, robust against reasonably foreseeable circumvention including the use of false identities, reliable in producing consistent and reproducible results, and fair in avoiding discriminatory or exclusionary outcomes. Highly Effective Age Assurance is an outcome standard and is technology-neutral. No particular technology or method is mandated by this Sub-Code, and any method or combination of methods capable of meeting that outcome may be used. Self-declaration of age, without more, does not constitute Highly Effective Age Assurance.

IARC means *International Age Rating Coalition*

In-App Purchase means the purchase within a Gaming Service, for money or Virtual Currency, of an item, feature, entitlement, subscription, benefit, or access of any kind, and includes an in-game purchase. The terms In-App Purchase and in-game purchase have the same meaning in this Sub-Code.

Live-Service Game means an Online Game that receives ongoing Content updates after release, including seasonal events, new characters, maps, modes, or monetisation offerings.

Material Change means a change to a Gaming Service that would reasonably be expected to alter the nature or level of risk it presents to Users, and in particular to Children. Without limiting the foregoing, a Material Change includes the introduction, expansion, or significant alteration of a High-Risk Feature, a User Interaction Feature, a User-generated Content environment, a monetisation mechanic, a Randomised Reward Mechanism, an advertising or Commercial Communication system, a livestreaming or spectator function, a trading system or marketplace, or a change to the audience to which the Gaming Service is directed. A routine update that does not affect any of those matters is not a Material Change.

Network means any communications Network, internet, and online network.

Network Facility means any element or combination of elements of physical infrastructure used principally for or in connection with, the provision of network services, but does not include customer equipment.

Online means a networked environment wired and wireless, which is available through a connection to a Network service where Content is available to the public for Access for a fee or otherwise.

Online Game means any game made available through a Network, whether played on a console, computer, mobile device, cloud-based system, streaming system, web browser, handheld gaming device, or other digital platform, and includes games with online, connected, network-enabled, interactive, or monetised features.

Online Safety Act means the *Online Safety Act 2025*.

Operator means any Person who controls, manages, provides, administers, or makes available a Gaming Service or any material feature of such service, including safety tools, monetisation systems, advertising systems, matchmaking systems, User Interaction Features, account systems, reporting systems, moderation systems, or User-generated Content environments.

Paid Randomised Reward Mechanism means a Randomised Reward Mechanism to which access is obtained, wholly or partly, in exchange for money or for Virtual Currency acquired for money, whether at the time of access or previously. A Randomised Reward Mechanism to which access is obtained solely through gameplay progression, or solely through engagement with advertising, is not a Paid Randomised Reward Mechanism, but remains a Randomised Reward Mechanism for the purposes of this Sub-Code.

PEGI means the **Pan European Game Information**

Person means a natural person, company, corporation, partnership, limited liability partnership, association, statutory body, government agency, or any other entity recognised as having legal personality under Malaysian law, and includes a group of persons acting in concert.

Personalised Advertising means the selection or targeting of a Commercial Communication to a particular User or class of Users by reference to personal data relating to that User, including data collected within the Gaming Service, data obtained from any other source, and interests, characteristics, or behaviour inferred from such data. Advertising selected solely by reference to the Content, context, or general audience of the Gaming Service in which it appears, without reference to personal data relating to the individual User, is not Personalised Advertising.

Platform means any digital platform, service, application, store, marketplace, intermediary, or service environment through which a Gaming Service, or any associated User interaction, livestreaming, communication, advertising, trading, payment, or User-generated Content feature is made available, hosted, distributed, promoted, moderated, or facilitated. This may include game distribution platforms, app stores, console stores, companion communication services, livestreaming platforms, and related community platforms.

Platform-Level Age Assurance means Age Assurance applied at the level of a Platform, operating system, application store, console ecosystem, mobile network operator, payment provider, or account provider, the outcome of which is made available to a Gaming Service as a verified or supervised age signal.

Prohibited Content means Content that is prohibited under the Content Code or under any written law of Malaysia, including Content that is indecent, obscene, false, menacing, or grossly offensive, and Content depicting the sexual exploitation or abuse of a Child. Prohibited Content remains prohibited irrespective of any consent given by a User, a parent, or a guardian under this Sub-Code.

Publisher means any Person responsible for publishing, distributing, licensing, supplying, promoting, or commercially making available an Online Game or Gaming Service.

Randomised Reward Mechanism means any in-game or game-linked mechanism by which a User may obtain virtual items, rewards, benefits, advantages, cosmetic items, upgrades, progression benefits, or outcomes determined wholly or partly by chance, whether acquired directly or indirectly through payment, Virtual Currency, gameplay progression, advertising engagement, or any other form of consideration.

Reasonable Accommodation means necessary and appropriate modifications and adjustments, that are not imposing a disproportionate or undue burden where needed in a particular case, to ensure Persons with disabilities the enjoyment or exercise of the quality of life and wellbeing on an equal basis with persons without disabilities, as defined under the **Persons with Disabilities Act 2008**.

Recognised Age Assurance Provider means a Platform, operating system provider, application store, console ecosystem operator, mobile network operator, payment provider, account provider, digital identity provider, or independent third-party Age Assurance provider whose age signals are, on the reasonable assessment of the Operator, produced by means capable of meeting the Highly Effective Age Assurance standard.

Risk Mitigation Code means the Online Safety (Risk Mitigation) Code issued under the Online Safety Act 2025, as amended, replaced, or supplemented from time to time.

Safety-by-Design means an approach to the design, development, deployment, operation, review, and improvement of a Gaming Service whereby reasonable and proportionate safeguards are built into the service, having regard to the risks reasonably foreseeable to arise from its features, audience, business model, and modes of use, especially where Children are likely to access the service.

Significant Risk of Serious Harm means a risk, assessed under Section 2.0 of Part 2, that a User may suffer serious harm, where the likelihood and severity of that harm together are such that a reasonable Operator would act to address it. Serious harm includes sexual exploitation or abuse, grooming, sexual extortion, exposure to Content unsuitable for a Child, significant financial detriment, and significant harm to physical or mental health. The presence of a High-Risk Feature accessible to Children is to be treated as giving rise to a Significant Risk of Serious Harm unless the Operator has assessed under Section 2.0 of Part 2 that it does not, and has recorded the basis of that assessment.

Sub-Code means this Gaming Sub-Code as may be revised from time to time.

Sub-Code Subject means Persons who are subject to the Sub-Code.

Third-Party Sign-In means a facility by which a User creates or accesses an account for a Gaming Service using credentials issued by another service, including a social media account, an email account provider, an identity provider, or a platform account. A provider of a Third-Party Sign-In is not a Recognised Age Assurance Provider by reason only that it authenticates the User.

Third-Party Virtual Currency Reseller means any Person, whether operating digitally, physically, or through a combination of both who sells, distributes, transfers, or makes available Virtual Currency, top-up credits, game vouchers, redemption codes, prepaid game cards, or equivalent instruments that may be redeemed for Virtual Currency or In-App Purchases within a Gaming Service, pursuant to an authorised commercial arrangement with the relevant Publisher or Operator, and who does so outside the primary game client, official game platform, or app store of that Gaming Service. Third-Party Virtual Currency Resellers include online top-up platforms, authorised digital game credit marketplaces, physical retail point-of-sale resellers, and intermediary payment gateway services that facilitate the purchase and delivery of Virtual Currency to User accounts. For the avoidance of doubt, a Third-Party Virtual Currency Reseller does not include a Publisher or Operator selling Virtual Currency directly within their own Gaming Service or through their own official distribution channel.

User means any Person who accesses, downloads, purchases, plays, uses, streams, views, interacts with, participates in, or otherwise engages with an Online Game, Gaming Service or Third-Party Virtual Currency Reseller.

User-generated Content or **UGC** means any Content created, uploaded, shared, transmitted, displayed, streamed, published, customised, modified, or otherwise made available by a User within, through, or in connection with a Gaming Service.

User Interaction Features means any feature that enables Users to communicate, connect, discover, contact, invite, follow, trade with, message, speak with, play with, stream to, stream with, or otherwise interact with one another, including text chat, voice chat, direct messaging, matchmaking, guilds, clans, parties, livestream chat, friend requests, private rooms, user profiles, and similar functions.

Verified Parental Consent means consent given in respect of a Child Account by a person whom the Operator has taken reasonable and proportionate steps to establish is a parent or guardian of the Child, which is specific to the feature or category of features concerned, is informed as to what the consent permits, and is capable of being withdrawn at any time through the same means by which it was given. A declaration of parenthood or guardianship, without more, is not Verified Parental Consent. References in this Sub-Code to verified consent, to the verified consent of a parent or guardian, and to a verified parent or guardian are to be read accordingly.

Virtual Currency means any in-game or game-linked digital unit, token, credit, coin, gem, point, voucher, stored value, or similar representation of value used to purchase, redeem, unlock, exchange, or otherwise obtain access to Content, features, items, rewards, upgrades, or benefits within a Gaming Service.

Vulnerable User means a User who, by reason of age, disability, diminished capacity, level of digital literacy, or other circumstance reasonably apparent to the Operator, is at greater risk of harm from a Gaming Service than Users generally. A Vulnerable User is not, by reason only of being a Vulnerable User, a Child, and nothing in this Sub-Code requires an adult Vulnerable User to be treated as a Child.

5.2 This Sub-Code is to be read in harmony with all applicable Malaysian laws and regulatory instruments. In the event of any inconsistency, the provisions of such laws and regulations shall take precedence.

6.0 Legal Status of the Sub-Code

6.1 In accordance with **Section 95(2) of the Act**, this Sub-Code shall only be effective upon registration by the Commission.

6.2 Compliance with this Sub-Code is voluntary, subject to **Section 99 of the Act** and the provisions of this Sub-Code.

6.3 Compliance with this Sub-Code and the Content Code shall be a defence against any prosecution, action or proceeding of any nature, whether in court or otherwise as stated under **Section 98(2) of the Act**. For evidentiary purposes, and without prejudice to any rights or obligations under any written law, a written order or decision of the Complaints Bureau that records a finding of no breach, records remedial compliance, or otherwise disposes of a complaint on the basis of compliance, can be adduced as evidence of compliance with the Sub-Code. The foregoing is non-exhaustive and does not derogate from any other means by which a Person may prove compliance with the Sub-Code.

6.4 Notwithstanding this Sub-Code and apart from the relevant legislation under the Act, all applicable Malaysian laws including but not limited to sedition, pornography, defamation, data protection, protection of intellectual property and other related legislation are to be complied with. Where any Person has overlapping obligations under such laws, compliance with those legal obligations shall take precedence, recognising that these are statutory requirements whereas the Sub-Code operates as an industry self-regulation framework.

6.5 The Sub-Code affirms the general principles of the Online Safety Act and Risk Mitigation Code, reflecting the need to safeguard Users from Online Harms and to promote a safe, responsible, and balanced digital environment.

7.0 Interpretation

7.1 Where the intent or scope of this Sub-Code is in doubt, it must be interpreted in the light of the General Principles stated earlier and within the spirit of the Sub-Code as well as the strict letter of it.

7.2 No Code or Sub-Code of this nature can be all-inclusive in view of changing circumstances. It should take into consideration the intention of the Act, which is for the industry to operate in an environment of self-regulation, liberalisation, and transparency.

8.0 Complaints

8.1 Any complaint received by a Content Provider, Game Service Provider or Third-Party Virtual Currency Reseller should be resolved bearing in mind the spirit of this Sub-Code. However, if the complaint cannot be resolved, it may be referred to the Complaints Bureau (see Part 8: Content Code Administration).

PART 2: SCOPE OF APPLICATION AND RISK-BASED CLASSIFICATION

1.0 Scope of Application

1.1 This Sub-Code applies, where relevant and proportionate, to Persons and entities that:

- (a) develop, publish, distribute, license, promote, or commercially make available Online Games;
- (b) operate Gaming Services or Gaming Platforms accessible through electronic networks;
- (c) provide in-game purchases, Virtual Currency, Randomised Reward Mechanisms, trading systems, marketplaces, subscriptions, battle passes, downloadable content, or other monetisation mechanisms;
- (d) implement advertisements, ad-based rewards, branded Content, sponsorships, or other Commercial Communications as a game feature or monetisation mechanism;
- (e) host, facilitate, moderate, or monetise User interaction within gaming environments;
- (f) provide or operate User-generated Content environments within or materially connected to a Gaming Service;
- (g) operate companion communication platforms materially integrated with Gaming Services;
- (h) provide livestreaming services where gaming Content constitutes a substantial portion of the service; or
- (i) otherwise exercise material editorial, operational, technical, or commercial control over a Gaming Service or High-Risk Feature accessible in Malaysia.

1.2 This Sub-Code applies to Online Games and Gaming Services accessible in Malaysia through:

- (a) mobile applications and permitted mobile platforms;
- (b) personal computers;
- (c) consoles connected to electronic networks;
- (d) cloud-based, remote-play, or streaming Gaming Services;
- (e) web-based Gaming Services;
- (f) handheld gaming devices connected to electronic networks;
- (g) permitted app stores, game stores, or digital marketplaces; and
- (h) purchases, downloads, updates, or access through permitted platforms.

1.3 In determining the application of this Sub-Code, regard shall be had to:

- (a) the nature of the Gaming Service or feature concerned;
- (b) the degree of control exercised by the relevant Person;
- (c) the extent of editorial, operational, technical, commercial, or moderation responsibility over the relevant feature;
- (d) the role played in creating, facilitating, moderating, monetising, promoting, or distributing the Gaming Service;
- (e) the reasonably foreseeable likelihood of access by Children; and
- (f) the nature and level of risk presented by the relevant service or feature.

1.4 This Sub-Code does not apply to:

- (a) Android Package Kit (APK) stores and other unregulated and/or illegal online platforms;

- (b) offline games without online, connected, interactive, monetised, advertising, or network-enabled functionality; or
- (c) games that do not provide monetisation, User interaction, advertising, livestreaming, User-generated Content, or interactive services accessible through electronic networks.

1.5 Where a service includes both gaming and non-gaming features, this Sub-Code applies to the gaming-related features and any materially integrated service features that affect safety, monetisation, advertising, User interaction, or Content accessibility within the gaming environment.

2.0 Risk Assessment

2.1 Operators and Publishers shall take reasonable steps to assess the level of risk presented by a Gaming Service, or by any material feature thereof, having regard to both the likelihood and the severity of the harm concerned, and to:

- (a) the likelihood of access by Children;
- (b) the nature and extent of User interaction;
- (c) the presence of User-generated Content;
- (d) the use of paid, randomised, gambling-like, or high-pressure monetisation mechanics;
- (e) the extent of social discovery, public matchmaking, livestreaming, or community features;
- (f) the possibility of inappropriate contact, grooming, harassment, exploitation, scams, fraud, or financial detriment;
- (g) the presence of advertising or Commercial Communications accessible to Children;
- (h) the availability of trading, item transfer, marketplaces, or externally valuable virtual items; and
- (i) the reasonably foreseeable risk of harm arising from the design, audience, and use of the service.

2.2 In assessing the severity of harm for the purposes of Clause 2.1, Operators and Publishers shall have regard to:

- (a) the vulnerability of the affected Users, including their age, any disability, and their level of digital literacy;
- (b) the scale and reversibility of the potential harm; and
- (c) whether the harm may arise from a single interaction or only from sustained exposure.

2.3 In assessing the likelihood of harm for the purposes of Clause 2.1, Operators and Publishers shall have regard to the matters set out in Clause 2.4, to the design and intended audience of the Gaming Service, and to any safety incidents, harmful trends, misuse, or complaints previously experienced by the Gaming Service or by comparable services.

2.4 In determining whether a Gaming Service or feature presents a higher level of risk, relevant considerations may include whether:

- (a) Users may communicate with unknown persons through text, voice, livestream, or similar functions;
- (b) Users may create, upload, share, modify, access, or monetise User-generated Content;
- (c) the service includes public or semi-public communities, guilds, clans, social discovery features, or open matchmaking;
- (d) virtual items may be traded, transferred, sold, exchanged, or otherwise acquire external market value;

- (e) Paid Randomised Reward Mechanisms are present;
- (f) the service uses proximity-based, geolocation, or location-sharing features;
- (g) advertising or Commercial Communications are integrated into gameplay, progression, rewards, or User experience;
- (h) the service is directed at, or is reasonably likely to be accessed by, Children; and
- (i) the service has previously experienced safety incidents, harmful trends, misuse, or complaints.

2.5 In assessing the risk profile of a Gaming Service, Operators and Publishers should have regard to whether the game's Contents, themes, depictions, mechanics, narrative, audio, visual presentation, and User-generated Content environment contains or is likely to contain any of the following:

- (a) **Violence and graphic content** — including depictions of gore, graphic injury, torture, mutilation, or gratuitous cruelty to persons or animals, whether realistic or stylised, and regardless of whether such depictions are directed at human or non-human characters;
- (b) **Sexual content** — including nudity, sexual acts, sexual themes, sexually suggestive depictions, or Content of an erotic or adult nature, whether explicit or implied, and including Content that may be generated or modified by Users within the Gaming Service;
- (c) **Strong or offensive language** — including profanity, discriminatory language, hate speech, or language that is grossly offensive within the meaning of the Content Code, whether occurring in scripted game content or through User Interaction Features;
- (d) **Substance use** — including the glamorisation, normalisation, or detailed depiction of the use of controlled substances, alcohol, tobacco, or other harmful substances;
- (e) **Horror, fear, and distressing themes** — including intense psychological horror, themes of suicide or self-harm, depictions of child abuse, or other content likely to cause significant distress, particularly to younger or vulnerable Users;
- (f) **Gambling and gambling-adjacent themes** — including the normalisation of gambling behaviour, casino or betting environments presented as aspirational, or Content that simulates gambling without the protections applicable to regulated gambling environments;
- (g) **Mature or adult themes** — including themes of a political, ideological, or morally complex nature that may require adult contextualisation, or Content exploring sexuality, identity, or social issues in a manner directed at adult audiences; and
- (h) **User-generated Content of uncertain classification** — where a Gaming Service permits Users to create, upload, or share Content that is not pre-moderated, and where there is a material risk that such Content may include material falling within any of the categories above.

2.6 Where a Gaming Service contains Content falling within one or more categories in Part 2 Clause 2.5, Operators and Publishers should:

- (a) assess whether the Content risks and High-Risk Features present in the Gaming Service require Age Assurance measures, having regard to any classification information available under recognised classification frameworks including PEGI, ESRB, or IARC, which information is indicative only and does not of itself determine the measures required;
- (b) consider whether Age Assurance measures are required to restrict access by Children to Content-restricted features, modes, or environments within the Gaming Service;
- (c) ensure that Content-based classification information is disclosed clearly prior to download, installation, subscription, or access, consistent with Part 3 Clause 1 of this Sub-Code; and

- (d) review whether User-generated Content environments within the Gaming Service require moderation, filtering, or access controls to prevent the generation or dissemination of Content falling within these categories by or to Children.

2.7 Where a Gaming Service, or any feature of it, presents a Significant Risk of Serious Harm to Children, including by reason of Content of a kind described in Clause 2.5 or the presence of a High-Risk Feature, the Operator shall apply Highly Effective Age Assurance before permitting access to that Gaming Service or feature, consistent with Part 3 Clause 2 of this Sub-Code. This obligation applies irrespective of the age classification, if any, assigned to the Gaming Service as a whole.

2.8 Operators should not present or market Content that is subject to Age Assurance restrictions under this Sub-Code in a manner that is designed or likely to appeal to Children, including through packaging, promotional materials, trailers, influencer campaigns, advertising placements, or in-game previews accessible to Users whose age has not been assured.

2.9 Operators should apply safeguards in a manner that is proportionate to the level of risk presented by the Gaming Service or feature concerned, taking into account their technical and operational capabilities.

2.10 Risk assessment should be reviewed where there is a Material Change to the Gaming Service, including the introduction, expansion, or significant alteration of User-generated Content environments, User Interaction Features, monetisation mechanics, advertising or Commercial Communications, livestreaming or spectator functions, trading systems or marketplaces, audience targeting, or any High-Risk Feature. Operators and Publishers should in addition review the risk assessment at reasonable intervals proportionate to the risk presented by the Gaming Service, and in any event where a development in User behaviour, in online threats, or in technology would reasonably be expected to affect the assessment, notwithstanding that no Material Change has occurred. Where an Operator carries out a Child Safety Risk Assessment under Part 9 Clause 2.3, that assessment satisfies this Clause to the extent that it addresses the matters set out in it.

3.0 High-Risk Features and User-generated Content

3.1 User-generated Content may materially alter the risk profile of a Gaming Service. Operators should take reasonable steps to assess whether the introduction or expansion of User-generated Content environments warrants updated classification, additional safeguards, supplementary disclosures, or enhanced moderation.

3.2 Without limiting Clause 3.1, the following are deemed to be High-Risk Features for the purposes of this Sub-Code:

- (a) real-time voice communication with unknown Users;
- (b) in-game direct messaging available to Child Accounts without verified parental or guardian consent;
- (c) trading or gifting of virtual items between Users;
- (d) real-money purchases or Paid Randomised Reward Mechanisms accessible in-game;
- (e) User-generated Content environments that are not subject to prior moderation; and

- (f) location-sharing, proximity-matching, or meet-up facilitation features.

3.3 Where a Gaming Service includes High-Risk Features, Operators should take reasonable and proportionate measures to mitigate foreseeable risks, including through design controls, access conditions, notices, reporting tools, parental controls, Age Assurance, moderation, or other safeguards.

3.4 Where a High-Risk Feature is not suitable for all Users, Operators should take reasonable steps to assess whether access to that feature should be limited, restricted, disabled by default, subject to parental approval, subject to Age Assurance, or accompanied by clear warnings.

3.5 Operators should avoid designing High-Risk Features in a manner that encourages misuse, facilitates inappropriate contact with Children, conceals commercial or financial risks, or makes protective settings difficult to access or understand.

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PART 3: AGE-APPROPRIATE DESIGN AND CHILD PROTECTION

1.0 Age Classification and User Information

1.1 Publishers, Platforms, and distributors shall provide age-appropriate classification information for Online Games and Gaming Services in accordance with a recognised age classification framework, including PEGI, ESRB, IARC, platform-based age ratings, or such other classification framework recognised or accepted as good industry practice.

1.2 Where applicable, classification information should indicate:

- (a) themes, depictions, mechanics, or Content that may affect younger audiences;
- (b) the presence of in-game purchases, Virtual Currency, loot boxes, gacha elements, Paid Randomised Reward Mechanisms, subscriptions, or battle passes;
- (c) User Interaction Features such as chat, voice chat, multiplayer, friend requests, livestream chat, or public matchmaking;
- (d) the presence of User-generated Content environments;
- (e) the presence of advertisements, ad-based rewards, sponsored Content, or other Commercial Communications;
- (f) the presence of geolocation, proximity-based matching, or social discovery features; and
- (g) any other High-Risk Feature reasonably relevant to age suitability or informed choice.

1.3 Platforms must display age classification information clearly prior to download, purchase, installation, subscription, or access.

1.4 Classification information and relevant notices should be communicated in a manner reasonably accessible and understandable to the intended User base, including, where reasonably practicable, in Bahasa Malaysia and English.

1.5 Where Material Changes are made to a Gaming Service, including through the introduction of User-generated Content environments, communication features, monetisation mechanics, advertising systems, livestreaming, or other High-Risk Features, Operators and Publishers should take reasonable steps to assess whether updated classification information, warnings, notices, or supplementary disclosures are required.

1.6 Operators and Publishers should not present classification information in a misleading, incomplete, or obscure manner that would materially impair the ability of Users, parents, or guardians to make informed choices.

1.7 Classification information provided under this Section is informational only. The display of classification information does not satisfy, substitute for, or reduce any obligation to apply Age Assurance measures under Section 2.0 of this Part.

2.0 Age Assurance Measures

2.1 Operators shall implement Age Assurance measures that are reasonable and proportionate to the risk presented by a Gaming Service or by any feature of it, having regard to the nature of the service, the level of risk, and the likely User base. Where a Gaming Service or feature presents a Significant Risk of Serious Harm to Children, the Operator shall apply Highly Effective Age Assurance.

2.2 Operators should adopt Age Assurance measures that are proportionate to the level of risk presented by the Gaming Service or the relevant feature, taking into account:

- (a) the rights and interests of Users, including privacy, accessibility, usability, and data minimisation;
- (b) inclusivity, special needs, and guardianship arrangements;
- (c) the need to avoid disproportionate burdens on smaller service providers; and
- (d) the importance of maintaining appropriate protections for Children.

2.3 Highly Effective Age Assurance is an outcome standard. This Sub-Code does not mandate any particular technology or method, and an Operator may adopt any method, or combination of methods, capable of meeting that standard. In assessing whether a method meets the standard, an Operator should have regard to its accuracy, its robustness against reasonably foreseeable circumvention, its reliability, and its fairness.

2.4 Self-declaration of age may be used as a contributory signal but is not, without more, sufficient where Highly Effective Age Assurance is required under this Sub-Code.

2.5 An age signal obtained from a Recognised Age Assurance Provider, including through Platform-Level Age Assurance, constitutes Highly Effective Age Assurance for the purposes of this Sub-Code where the signal is derived from a method capable of meeting that standard and is applied accurately by the Gaming Service. Primary responsibility for Platform-Level Age Assurance rests with the Platform, and a Developer, Publisher, or Operator may rely on such a signal without being required to duplicate it at game level. Where such a signal is available to an Operator in respect of an Access Route, the Operator shall request and apply it, and Clauses 2.11 to 2.16 apply to every Access Route through which the Gaming Service may be accessed. Nothing in this Clause prevents an Operator from applying additional Age Assurance at game level.

2.6 Subject to Clauses 2.1 and 2.11, a low-risk Gaming Service may rely on age declaration or similarly light-touch mechanisms where appropriate. Higher-risk services or High-Risk Features require stronger or more reliable Age Assurance measures, particularly where the feature exposes Users to:

- (a) open communication with unknown Users;
- (b) mature, unrestricted, or inadequately moderated User-generated Content;
- (c) trading systems, marketplaces, or externally valuable virtual items;
- (d) Paid Randomised Reward Mechanisms;
- (e) gambling-like mechanics;
- (f) livestreaming or direct audience interaction; or
- (g) contact, discovery, or matching by unknown adults.

2.7 Age Assurance measures may include:

- (a) self-declaration mechanisms, subject to Clause 2.4;
- (b) parental confirmation processes;
- (c) verification using government-issued identification where appropriate and lawful;
- (d) platform-based parental control systems;
- (e) adoption of Age Assurance mechanisms consistent with those used by major social media platforms operating in Malaysia;
- (f) account-level age signals or platform-level age settings;
- (g) payment-account or device-level controls, where appropriate; and
- (h) emerging technologies, including AI-based age estimation, where such technologies are accessible, proportionate, accurate, privacy-respecting, and suitable for the risk concerned.

2.8 Age Assurance may be applied at feature level. An Operator is not required to restrict a User's access to the Gaming Service as a whole where reasonable and proportionate safeguards are applied to the relevant High-Risk Feature..

2.9 Operators shall not knowingly design, maintain, or promote systems in a manner that materially facilitates the easy evasion of age-gates, Child safety settings, parental controls, purchase controls, or Child-protection restrictions, and shall not offer, promote, or design an Access Route in a manner that enables or encourages a User to obtain a level of assurance lower, or settings less restrictive, than would apply to that User through another Access Route to the same Gaming Service.

2.10 Age Assurance should not be implemented in a manner that results in unnecessary collection, retention, or exposure of sensitive personal information, where less intrusive but reasonably effective measures are available.

2.11 An Operator shall apply Age Assurance to the account used to access a Gaming Service, and shall achieve the same level of assurance in respect of every Access Route it makes available. Where a Gaming Service may be accessed through more than one Access Route, an Operator shall not make available an Access Route that produces a level of assurance lower than the level required for the features accessible through it.

2.12 A Third-Party Sign-In does not, of itself, constitute Age Assurance. An Operator may rely on an age signal conveyed through a Third-Party Sign-In only where the provider of that Third-Party Sign-In is a Recognised Age Assurance Provider and the signal is derived from a method capable of meeting the Highly Effective Age Assurance standard. An age or date of birth declared by the User to the provider of a Third-Party Sign-In and passed to the Operator without more is self-declaration for the purposes of Clause 2.4.

2.13 Where no age signal meeting the standard required for a Gaming Service or feature is available in respect of an Access Route, the Operator shall either apply Age Assurance at the account level to that standard, or restrict the account to the default settings applicable to a Child Account under Section 3.0 of this Part until such Age Assurance is obtained.

2.14 An account or session that is unregistered, provisional, or otherwise not subject to Age Assurance shall be treated as a Child Account for the purposes of the default settings under Section 3.0 of this Part, and shall not have access to a High-Risk Feature or to a Paid Randomised Reward Mechanism.

2.15 An age signal or Age Assurance outcome shall be bound to the account in respect of which it was obtained, and accordingly:

- (a) the signal or outcome shall persist across devices, clients, and Access Routes in respect of that account, and an Operator shall not require a User to repeat Age Assurance by reason only of a change of device, client, or Access Route; and
- (b) a signal derived from a device, an operating system profile, or any other source not specific to a single User shall not be applied to an account other than the account for which it was obtained. Where a Gaming Service permits more than one account or player profile to be used on the same device, the Operator shall apply Age Assurance separately in respect of each, and shall apply the settings appropriate to the account or profile in use on each occasion of access.

2.16 Where two or more Access Routes, or two or more linked accounts, produce conflicting age signals or Age Assurance outcomes in respect of the same User, the Operator shall apply the more protective outcome until the conflict is resolved by Age Assurance meeting the required standard. Where accounts are linked or merged, the resulting account shall carry the more protective of the settings applicable to the accounts concerned.

3.0 Parental Controls and Child Safeguards

3.1 Gaming Platforms and Gaming Services should provide tools enabling parents or guardians to manage Children's gaming activities where the service is directed at, or reasonably likely to be accessed by, Children.

3.2 Where a Gaming Service is directed at, or is reasonably likely to be accessed by, Children, Operators shall take reasonable and proportionate measures to provide age-appropriate safeguards consistent with the best interests of the Child.

3.3 Parental control tools and Child safeguards may include:

- (a) play-time limits and session reminders;
- (b) spending limits and purchase approvals;
- (c) restrictions on communication features, including voice chat, text chat, livestream chat, and direct messaging;
- (d) restrictions on in-game purchases, Virtual Currency, Randomised Reward Mechanisms, and subscriptions;
- (e) Child-appropriate privacy settings enabled by default;
- (f) restrictions on contact from unknown Users;
- (g) controls over friend requests, party invitations, voice invitations, guild invitations, and similar User Interaction Features;
- (h) spend approvals, purchase friction, or 'ask-to-buy' style controls;
- (i) clear activity dashboards or equivalent visibility tools for parents or guardians;
- (j) easy-to-use account recovery, safety reset, or protective control functions;
- (k) warnings or prompts where a Child Account attempts to access a High-Risk Feature;
- (l) mechanisms to disable Personalised Advertising or unsuitable Commercial Communications for Child Accounts, where applicable; and
- (m) mechanisms for parents or guardians to report safety concerns involving Child Accounts.

3.4 Operators should ensure that parental control tools, where provided, are reasonably accessible, intelligible, prominent, and user-friendly, and should not be framed, hidden, or designed in a manner that undermines their practical use.

3.5 Operators should have due regard to accessibility, special needs, guardianship arrangements, language accessibility, and digital literacy levels when designing or implementing Child safety measures.

3.6 Operators should take reasonable steps to assess whether to adopt mechanisms consistent with established social media platform standards, such as preventing unrecognised adult accounts from initiating contact with identified Child Accounts, where such measures are appropriate and technically feasible.

3.7 Default settings for Child Accounts should, where appropriate and proportionate, favour safety, privacy, limited contact, restricted spending, restricted access to High-Risk Features, and reduced exposure to unsuitable Content.

3.8 Without limiting Clause 3.7, the default settings for a Child Account held by a User below the age of thirteen shall:

- (a) disable real-time voice communication with unknown Users;
- (b) disable direct messaging from Users who are not established contacts of the Child;

- (c) disable Paid Randomised Reward Mechanisms;
- (d) disable access to High-Risk Features;
- (e) set the profile, presence, and activity of the account to be neither public nor searchable; and
- (f) disable the posting, sending, or opening of third-party links in in-game chat.

A default setting under this Clause may be relaxed only with the verified consent of a parent or guardian, given in respect of the specific feature or category of features concerned.

3.9 The default settings in Clause 3.8(a) to (f) shall also apply to a Child Account held by a User aged thirteen or above, save that a default setting which does not relate to a High-Risk Feature, a Paid Randomised Reward Mechanism, or in-game spending may be relaxed by the User without the consent of a parent or guardian.

3.10 The default settings under Clauses 3.8 and 3.9 shall apply automatically on account creation. A parent or guardian may reinstate any default setting at any time, and an Operator shall not present the relaxation of a default setting in a manner that discourages its reinstatement. The provision of consent by a parent or guardian under this Section complements, and does not discharge, reduce, or substitute for, the obligation of an Operator to design, operate, and maintain a Gaming Service that is safe and appropriate for Children.

3.11 Operators shall provide a means by which a parent, guardian, or other person lawfully responsible for a User with a disability or diminished capacity may establish, supervise, and operate an account on that User's behalf, or exercise the controls available under this Section, irrespective of the chronological age of the User. Such an arrangement shall not be conditioned upon identity verification of the User where a less intrusive means of establishing the guardianship relationship is reasonably available, and an account subject to such an arrangement shall not progress automatically to unrestricted settings upon the User attaining the age of eighteen.

3.12 Industry participants are encouraged to support and participate in efforts to increase digital literacy among parents and guardians regarding gaming safety, monetisation, advertising, parental controls, User-generated Content, and online interaction risks.

4.0 Child Contact and Communication Safeguards

4.1 Operators of Gaming Services with User Interaction Features should take reasonable and proportionate measures to mitigate foreseeable risks of inappropriate contact, grooming, harassment, bullying, exploitation, extortion, scams, or other harmful conduct involving Children.

4.2 For Gaming Services or features presenting a higher level of risk, such measures may include:

- (a) default limitations on contact from unknown Users for Child Accounts;
- (b) controls over who may send messages, voice invitations, party invitations, or friend requests;
- (c) restrictions on private messaging between Child Accounts and unknown adult accounts;
- (d) easy-to-use mute, block, and report tools available during gameplay or interaction;
- (e) safety prompts or friction before accepting unknown contacts;
- (f) restrictions on sharing personal information through profiles, chat, or public spaces;
- (g) escalation routes for credible threats, sexual exploitation, extortion, self-harm threats, or Child safety concerns; and

- (h) tools or systems reasonably capable of preserving evidence relevant to User reports or internal safety review.

4.3 Operators should take reasonable steps to assess whether communication features, including microphone and speaker functions for other players, should be disabled by default for certain categories of Users or accounts, where such an approach is justified by the level of risk and is reasonably practicable.

4.4 Where communication restrictions are applied to Child Accounts, Operators should provide clear, understandable information to parents or guardians regarding the nature and purpose of such restrictions.

5.0 Supervised Competitive Play (Esports)

5.1 Nothing in this Sub-Code restricts the participation of a Child in Organised Competitive Play, including Esports training, tournaments, leagues, and youth development pathways.

5.2 Where such participation requires access to a feature that is restricted by default under Section 3.0 of this Part, that access is to be enabled through the verified parental or guardian consent mechanism in Clauses 3.8 to 3.10, and not by way of any separate exemption under this Sub-Code.

5.3 Nothing in this Section relaxes any obligation under this Sub-Code relating to Prohibited Content, monetisation, Randomised Reward Mechanisms, spending controls, or advertising. Guidance issued by the Content Forum may address safeguarding practice for organisers of youth competitive play, including supervision arrangements, safeguarding policies, and limits on contact between adults and Children.

PART 4: DISCLOSURE AND TRANSPARENCY

1.0 Transparency in Gaming Services

1.1 Operators and Publishers should provide Users, parents, and guardians with clear, prominent, and understandable information regarding material features of a Gaming Service that may affect safety, suitability, privacy, financial decision-making, or informed choice.

1.2 Such disclosures may include whether:

- (a) voice chat, text chat, direct messaging, livestream chat, or other communication features are enabled;
- (b) strangers or unknown Users may contact, invite, follow, message, trade with, or interact with Users;
- (c) geolocation, proximity-based matching, or location-sharing is used;
- (d) User-generated Content is accessible, uploadable, shareable, or monetisable;
- (e) Paid Randomised Reward Mechanisms, loot boxes, gacha mechanics, or similar systems are present;
- (f) Virtual Currency is used and whether real-money purchases are available;
- (g) ad-based rewards, embedded advertising, branded Content, sponsorships, or similar Commercial Communications are used;
- (h) livestreaming, spectator, recording, or broadcasting features are enabled;
- (i) virtual items may be traded, transferred, sold, or otherwise acquire external market value;
- (j) parental controls, reporting tools, complaint mechanisms, or safety settings are available; and
- (k) the Access Routes through which the Gaming Service may be accessed, and the Age Assurance applied to each.

1.3 Where a Gaming Service contains High-Risk Features, Operators should provide disclosures in a manner that is reasonably likely to come to the attention of Users, parents, and guardians before or at the point such feature is accessed, enabled, purchased, or used.

1.4 Notices and disclaimers should be communicated in a manner reasonably accessible and understandable to the intended User base, including, where reasonably practicable, in Bahasa Malaysia and English.

1.5 Disclosures should not be drafted or presented in a manner that is misleading, overly technical, hidden, confusing, or inconsistent with the actual operation of the Gaming Service.

1.6 Material disclosures should be reviewed and updated where there are significant changes to gameplay, User interaction, monetisation, advertising, privacy, User-generated Content, or safety features.

1.7 Operators and Publishers should disclose the accessibility features available within a Gaming Service, including any options for subtitles or captions, adjustable text size or contrast, colour-blind modes, remappable controls, adjustable difficulty or assist modes, and reduction of motion or flashing effects. This Sub-Code does not prescribe which accessibility features a Gaming Service must provide, and the obligation under this Clause is one of disclosure, having regard to Reasonable Accommodation.

2.0 Platform Transparency and User Information

2.1 Platforms should provide clear and accessible information regarding:

- (a) game features that may present safety, privacy, financial, or interaction risks;
- (b) age classification information;
- (c) parental control tools;
- (d) reporting and moderation mechanisms;
- (e) complaint submission processes;
- (f) refund, purchase, or billing dispute processes, where applicable; and
- (g) safety guidance for Users, parents, and guardians.

2.2 Where a Platform distributes or hosts Gaming Services provided by third parties, it should take reasonable and proportionate steps, within its role and capabilities, to support the display of accurate classification, monetisation, advertising, and safety information.

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PART 5: RESPONSIBLE MONETISATION

1.0 Transparency in In-Game Purchases

1.1 Games offering in-game purchases should disclose clearly:

- (a) the availability of such purchases;
- (b) the nature of items, rewards, benefits, progression, access, cosmetic items, or advantages obtainable;
- (c) the use of Virtual Currency where applicable;
- (d) whether purchases affect gameplay progression, competitive advantage, randomised outcomes, or access to Content;
- (e) whether subscriptions, season passes, battle passes, downloadable content, or time-limited offers are present; and
- (f) any material limitations, expiry, non-transferability, or usage conditions attached to purchased items or Virtual Currency.

1.2 Users should be informed of material purchase information prior to completing purchases and, where relevant, prior to download, installation, subscription, or account creation.

1.3 Purchase interfaces should not be designed in a manner that misleads Users as to the real-money cost, recurring nature, expiry, probability, or material limitation of a purchase.

1.4 Where Virtual Currency is used, Operators should take reasonable steps to ensure that Users can understand the relationship between Virtual Currency and real-money cost.

2.0 Randomised Reward Mechanisms

2.1 Where games include Randomised Reward Mechanisms, including loot boxes or gacha-style mechanics, Operators should:

- (a) disclose the presence of such mechanisms;
- (b) provide information regarding probability or odds in a clear, prominent, and understandable manner;
- (c) ensure that such mechanisms are not misleading, deceptive, or presented as guaranteed outcomes where outcomes are chance-based;
- (d) disclose whether the mechanism requires payment, Virtual Currency, advertising engagement, gameplay progression, or any other form of consideration;
- (e) disclose whether rewards may affect gameplay progression, competitive advantage, trading value, or cosmetic appearance; and
- (f) avoid design practices that materially obscure the financial, chance-based, or repetitive nature of the mechanism.

2.2 Paid Randomised Reward Mechanisms should not be directed at Children in a manner that exploits their age, vulnerability, inexperience, impulsivity, or limited financial understanding.

2.3 Where a Child Account may access a Paid Randomised Reward Mechanism, the Operator shall:

- (a) display the probability or odds of each possible outcome clearly and prominently before any purchase is made;
- (b) make that disclosure available in Bahasa Malaysia or English, or in such other language as the Gaming Service is set to; and
- (c) provide an accessible mechanism by which a parent or guardian may disable or restrict access to Paid Randomised Reward Mechanisms for the Child Account.

2.4 Operators should review whether additional safeguards are appropriate for Child Accounts, including parental approval, purchase limits, reminders, probability notices, cooldowns, or restrictions on access to Paid Randomised Reward Mechanisms.

2.5 A Gaming Service shall not present or promote gambling-like mechanics, trading environments, or monetisation systems in a manner that is misleading, irresponsible, exploitative, or contrary to Malaysian law, including prohibitions relating to online gambling.

3.0 Spending Controls and Safeguards

3.1 Platforms and Operators should provide tools enabling Users, parents, or guardians to manage spending within Gaming Services, where in-game purchases or paid features are available.

3.2 These tools may include:

- (a) optional spending limits;
- (b) purchase confirmations;
- (c) parental spending controls;
- (d) in-game reminders on cumulative spending or amount-based thresholds;
- (e) password, biometric, two-factor, or authentication requirements for purchases;
- (f) purchase history dashboards;
- (g) refund or billing dispute information;
- (h) monthly or session-based expenditure summaries; and
- (i) cooling-off prompts or friction for repeated purchases.

3.3 Operators should review whether implementing appropriate spending friction, reminders, prompts, thresholds, or other tools designed to reduce impulsive, excessive, or unauthorised spending, particularly in relation to Child Accounts.

3.4 Where in-game purchases are available to a Child Account, the Operator shall:

- (a) provide a mechanism enabling a parent or guardian to give, withdraw, or modify consent to the use of in-game spending features by the Child;
- (b) apply a default periodic spending limit to the Child Account, the amount of which shall be configurable by the parent or guardian and shall be determined by reference to guidance issued by the Content Forum from time to time;
- (c) ensure that the default spending limit may be increased only with the affirmative, informed consent of a verified parent or guardian; and
- (d) not offer any opt-out mechanism that defeats the default spending limit otherwise than through the verified parental or guardian consent pathway.

3.5 In relation to Children, an Operator shall not exhort or manipulate a Child to make a purchase through Dark Patterns, false urgency, social pressure, or deceptive design, or present in-game purchases in a manner that exploits the limited capacity of a Child for financial judgment. Factual disclosure of available premium features, without manipulative design or pressure tactics, is not prohibited by this Clause.

3.6 Operators should avoid using misleading urgency, concealed recurrence, confusing Virtual Currency conversions, or manipulative interface design that materially impairs informed purchasing decisions.

4.0 Trading Systems, Virtual Items, and External Value

4.1 Where virtual items, rewards, skins, assets, or other in-game benefits may be traded, transferred, sold, exchanged, or otherwise acquire external market value, Operators should assess and mitigate reasonably foreseeable risks of fraud, unauthorised transactions, gambling-like behaviour, scams, account compromise, money laundering risks, and Child harm.

4.2 Operators should provide clear information regarding any applicable restrictions on trading, transfer, resale, withdrawal, account sale, or external monetisation of virtual items.

4.3 Where trading or marketplace features are available to Children, Operators should take reasonable steps to assess whether appropriate safeguards, including parental controls, spending restrictions, trading restrictions, account protections, reporting tools, and fraud prevention mechanisms, are required for those features, and should implement any safeguard identified as necessary.

4.4 Operators should not promote or facilitate trading systems in a manner that misleads Users about the value, liquidity, legality, ownership, transferability, or permanence of virtual items.

4.5 Where virtual items can be transferred, traded or otherwise have external market value, Operators are encouraged to assess and mitigate heightened risks of gambling-like behaviour, fraud, unauthorised transactions, and Child harm, as an aspiration of responsible industry practice.

PART 6: IN-GAME ADVERTISING AND COMMERCIAL COMMUNICATIONS

1.0 General Standards for In-Game Advertising

1.1 Advertising and Commercial Communications within or connected to Gaming Services should comply with applicable Malaysian laws, the Malaysian Communications and Multimedia Content Code, and any applicable advertising, consumer protection, privacy, and platform standards.

1.2 Operators, Publishers, Platforms, advertisers, and Gaming Content Creators should ensure, according to their respective roles and capabilities, that Commercial Communications are legal, decent, honest, truthful, socially responsible, and not misleading.

1.3 Commercial Communications should be clearly identifiable as advertising, sponsorship, paid promotion, branded Content, or commercial endorsement where the commercial nature of the Content may not be readily apparent to Users.

1.4 Advertising should not exploit the trust, inexperience, credulity, vulnerability, or limited financial understanding of Children.

1.5 Commercial Communications should not encourage unsafe conduct, irresponsible spending, unlawful activity, gambling-like behaviour, harassment, exploitation, discrimination, or conduct contrary to Malaysian law or the Content Code.

2.0 Advertising Accessible to Children

2.1 Where advertising or Commercial Communications are likely to be accessed by Children, Operators and relevant parties should take reasonable and proportionate steps to ensure that such Content is age-appropriate.

2.2 Advertising accessible to Children should not:

- (a) contain Content unsuitable for Children;
- (b) directly exhort Children to make purchases through Dark Patterns, false urgency, social pressure, or deceptive design, or in a manner that exploits the limited capacity of a Child for financial judgment, provided that factual disclosure of available premium features, without manipulative design or pressure tactics, is not prohibited;
- (c) pressure Children to persuade parents, guardians, or others to make purchases;
- (d) misrepresent the nature, price, benefit, probability, rarity, availability, or value of in-game items or purchases;
- (e) promote gambling, online gambling, or gambling-like activities contrary to Malaysian law;
- (f) promote harmful, unsafe, discriminatory, exploitative, or age-inappropriate products or services;
- (g) use fear, shame, social exclusion, or undue pressure to induce purchases; or
- (h) obscure the distinction between gameplay, User-generated Content, and advertising.

2.3 Personalised Advertising directed at Child Accounts is prohibited. An Operator shall not target advertising at a Child Account using personal data collected from within the Gaming Service, irrespective of whether consent to general data processing has been obtained from a parent or guardian. Advertising served to a Child Account shall be age-appropriate, having regard both to the product or service advertised and to the manner of its presentation.

2.4 Where the primary revenue model of a Gaming Service is free-to-play advertising, in that no mandatory purchase is required for core gameplay, advertising frequency restrictions under this Sub-Code shall not apply to non-intrusive advertising that:

- (a) does not interrupt active gameplay;
- (b) is clearly labelled as advertising;
- (c) does not constitute a Dark Pattern; and
- (d) is not targeted at Children using personal data.

2.5 Platforms and Operators should take reasonable steps to assess whether providing tools to limit, disable, or control advertising exposure for Child Accounts, where technically feasible and proportionate.

3.0 Ad-Based Rewards and Embedded Advertising

3.1 Where Users may receive in-game rewards, benefits, progression, Virtual Currency, or other advantages in exchange for viewing, clicking, engaging with, or otherwise interacting with advertisements, Operators should disclose such arrangements clearly.

3.2 Ad-based rewards should not be presented in a manner that misleads Users about the nature or value of the reward, the conditions for receiving the reward, the time required to obtain the reward, whether real-money purchase alternatives exist, whether the advertisement is external to the Gaming Service, or whether personal data or external account interaction is involved.

3.3 Where ad-based rewards are accessible to Children, Operators should review whether additional safeguards are appropriate, including frequency limits, age-appropriate ad selection, parental control options, and restrictions on unsuitable advertising categories.

3.4 Embedded advertising, product placement, branded virtual items, sponsored challenges, and branded game modes should be disclosed where the commercial nature may not be reasonably apparent to Users.

4.0 Influencer and Creator Promotions

4.1 Where Gaming Content Creators promote Gaming Services, in-game items, Virtual Currency, Randomised Reward Mechanisms, events, tournaments, or related products, sponsored or paid arrangements should be clearly disclosed in accordance with applicable laws, the Content Code, and relevant influencer or content creator guidelines.

4.2 Gaming Content Creators should not promote gambling-like mechanics, irresponsible spending, exploitative monetisation, misleading probability claims, or unsafe gaming behaviour in a manner that targets or appeals to Children.

4.3 Operators and Publishers engaging Gaming Content Creators for promotional campaigns should take reasonable steps to ensure that campaign instructions, disclosure requirements, age-appropriateness, and responsible advertising expectations are communicated to the creator.

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PART 7: USER INTERACTION AND COMMUNITY SAFETY

1.0 Community Standards

1.1 Gaming Platforms and Operators should establish community standards governing User behaviour within gaming environments.

1.2 Community standards should address, where relevant:

- (a) harassment and abusive conduct;
- (b) hate speech;
- (c) bullying and targeted harassment;
- (d) threats, intimidation, and doxxing;
- (e) sexual exploitation, grooming, or inappropriate contact;
- (f) inappropriate Content shared through communication features;
- (g) fraud, scams, phishing, account theft, and unauthorised trading;
- (h) cheating, manipulation, or conduct that undermines fair play;
- (i) prohibited language and conduct, having regard to existing guidance from relevant Malaysian agencies; and
- (j) any conduct that materially undermines the safety or integrity of the Gaming Service or its community.

1.3 Operators should ensure that community standards are clearly communicated to Users and are reasonably accessible.

1.4 Community standards should be drafted in a manner that Users can understand and should, where reasonably practicable, be made available in Bahasa Malaysia and English.

2.0 User Interaction Safeguards

2.1 Operators of Gaming Services with User Interaction Features should take reasonable and proportionate measures to mitigate foreseeable risks arising from misuse, abuse, exploitation, harassment, inappropriate contact, fraud, scams, extortion, or other harmful conduct.

2.2 For services or features presenting a higher level of risk, such measures should include:

- (a) mute, block, restrict and report tools that are easy to use in-session;
- (b) controls over who may send messages, voice invitations, friend requests, party invitations, trade requests, or livestream invitations;
- (c) default limitations on contact from unknown Users for Child Accounts;
- (d) escalation routes for credible threats, sexual exploitation, extortion, Child safety concerns, self-harm threats, or serious harassment;
- (e) tools or systems reasonably capable of preserving evidence relevant to User reports or internal safety review;
- (f) moderation of public or semi-public spaces;

- (g) warning prompts for suspicious links, external contact requests, or potentially unsafe conduct;
- (h) measures to detect or reduce repeated abuse by offending accounts;
- (i) blocking of suspicious messaging, including through automated or AI-assisted detection;
- (j) blocking of third-party links in in-game chat; and
- (k) controls over the visibility of User profiles, status, location, and contact availability.

2.3 Operators should take reasonable steps to assess whether communication features, including microphone and speaker functions for other players, should be disabled by default for certain categories of Users or accounts, where such an approach is justified by the level of risk and is reasonably practicable.

2.4 Where the Gaming Service is linked to or materially integrated with external communication environments, Operators should take reasonable steps, consistent with their role and technical capabilities, to address the safety implications of such integration. The obligations under this Sub-Code do not extend to third-party communication environments, including independent community servers, messaging groups, channels, and third-party application stores, unless those environments are materially integrated into the Gaming Service and under the direct contractual or technical control of the same Operator.

2.5 Where an Operator exercises direct contractual or technical control over a companion communication platform, the community safety obligations under this Part apply to that platform. Where a companion communication platform is operated independently of the Operator, the obligation of the Operator is limited to providing a publicly accessible reporting pathway for safety concerns arising in that platform, and to referring credible Child safety concerns to the relevant competent authority.

3.0 Reporting and Moderation

3.1 Gaming Services that facilitate User interaction should provide accessible reporting mechanisms for harmful conduct, unsuitable Content, unsafe contact, scams, account misuse, advertising concerns, monetisation concerns, and Child safety issues.

3.2 Platforms and Operators should maintain moderation processes proportionate to the scale and risk profile of the service.

3.3 Moderation may include:

- (a) Content review processes;
- (b) warning systems;
- (c) temporary or permanent suspension or restriction of offending Users;
- (d) restrictions on communication, trading, or access to High-Risk Features;
- (e) removal, restriction, or demotion of harmful Content;
- (f) escalation to specialist safety teams, where available;
- (g) escalation to relevant authorities where required by law or where there is credible risk of serious harm; and
- (h) complaint review or appeal pathways where appropriate.

3.4 Reporting tools should be reasonably easy to locate and use, including during gameplay or User interaction where practicable.

3.5 Operators should provide Users with appropriate information regarding the status or outcome of reports where reasonable, lawful, and practicable.

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PART 8: ACCOUNT INTEGRITY AND SAFETY

1.0 Account Safety and Integrity

1.1 Operators should take reasonable and proportionate measures to safeguard account integrity, including against unauthorised access, account sale, account transfer, fraud, phishing, scams, unauthorised transactions, and other conduct contrary to the terms of the Gaming Service.

1.2 Where virtual items, rewards, or in-game assets may be transferred, traded, sold, or otherwise acquire external market value, Operators should assess and mitigate reasonably foreseeable risks of fraud, account compromise, gambling-like behaviour, unauthorised transactions, and Child harm.

1.3 Account safety measures may include:

- (a) account recovery safeguards;
- (b) password, biometric, two-factor, or authentication controls;
- (c) internal detection systems for identifying account misuse, compromise, unauthorised transfer, or suspicious transactions;
- (d) User notifications for suspicious account activity;
- (e) restrictions on trading, transfer, or payment features where misuse is suspected;
- (f) suspension or closure mechanisms where misuse or unauthorised transfer is identified; and
- (g) clear escalation routes for account compromise or fraud complaints.

1.4 Operators should ensure that relevant User-facing notices, End User Licence Agreements, account rules, community standards, or platform terms relating to account misuse, account transfer, suspension, banning, and recovery are stated clearly and accessibly.

1.5 Account selling and transfer is generally prohibited under Gaming Service terms. Operators should maintain reasonable internal mechanisms to detect and take action against such conduct, acknowledging the practical limitations of enforcement.

1.6 Users should be provided with clear information on how to secure their accounts and report suspected account compromise, unauthorised transactions, or fraudulent activity.

PART 9: PLATFORM AND OPERATOR RESPONSIBILITIES

1.0 Duty of Care

1.1 Gaming Service Operators should take reasonable steps to mitigate foreseeable risks within gaming environments.

1.2 Risk mitigation measures may include:

- (a) Safety-by-Design features;
- (b) safeguards for younger Users;
- (c) tools enabling Users to control their interactions;
- (d) transparent monetisation and advertising disclosures;
- (e) accessible reporting and complaint mechanisms;
- (f) clear escalation pathways for serious safety concerns; and
- (g) periodic review of High-Risk Features.

1.3 The duty of care should be understood as shared across the value chain, with responsibilities allocated proportionately among developers, Publishers, Operators, Platforms, advertisers, Gaming Content Creators, and other relevant stakeholders according to their respective roles and capabilities.

1.4 An entity should not be expected to control features outside its reasonable technical, contractual, operational, or commercial control. However, where an entity has material control or influence over a feature, it should take reasonable and proportionate steps to address foreseeable risks associated with that feature.

2.0 Safety-by-Design

2.1 Every Operator shall incorporate Safety-by-Design principles into the design, development, deployment, operation, and review of its Gaming Service. This obligation includes building child-protective features as default settings rather than as opt-ins, minimising the collection and processing of personal data from Users below the age of eighteen at the design stage, conducting safety impact assessments before deploying or materially altering a High-Risk Feature, and documenting Safety-by-Design decisions. Where a Gaming Service is directed at, or is reasonably likely to be accessed by, Children or young persons, the Operator shall adopt age-appropriate design measures, including safer default settings, clearer notices, simplified controls, and restrictions on High-Risk Features where appropriate.

2.2 Operators should review Safety-by-Design principles at the stages of design, development, deployment, operation, and review of Gaming Services.

2.3 Every Operator whose Gaming Service is directed at, or is reasonably likely to be accessed by, Children shall conduct a Child Safety Risk Assessment at least annually, and within thirty days of any Material Change to the Gaming Service. The assessment shall identify the features, Content, and design elements that pose foreseeable risks of harm to Children, evaluate the likelihood and severity of those risks, assess the adequacy of existing safeguards, and produce a written record. The scope and depth of the assessment shall be proportionate to the size of the Operator and to the risk presented by the Gaming Service.

2.4 In applying Safety-by-Design, Operators should have regard to the reasonably foreseeable risks arising from communication features, monetisation systems, User-generated Content, livestreaming and spectator features, social discovery functions, advertising and Commercial Communications, trading systems and virtual marketplaces, account systems, and High-Risk Features generally.

2.5 Compliance with this Sub-Code should be approached in a manner that is practical and commercially feasible, while recognising that safety, transparency, and accountability are core elements of responsible self-regulation.

3.0 Platform Responsibilities

3.1 Platforms that distribute, host, facilitate, or materially support Gaming Services should take reasonable and proportionate measures, according to their role and capabilities, to support:

- (a) clear display of classification and safety information;
- (b) accurate disclosure of monetisation, advertising, and User Interaction Features;
- (c) availability of parental control tools;
- (d) reporting and complaint channels;
- (e) enforcement of applicable platform policies;
- (f) action against clearly harmful, unlawful, or non-compliant Content where required; and
- (g) cooperation with relevant authorities in accordance with applicable law.

3.2 Where Platforms host or facilitate livestreaming, companion communication, community discussion, or User-generated Content connected to Gaming Services, they should have regard to the safety implications of those services, particularly where Children are likely to participate.

3.3 Platform responsibilities should be applied proportionately and should reflect the Platform's degree of control over the relevant Gaming Service, Content, feature, or User interaction.

3.4 A Platform that operates Platform-Level Age Assurance shall make the resulting age signal available to Operators of Gaming Services distributed, hosted, or accessed through it, in a form that permits the Operator to apply the signal accurately under Clause 2.5 of Part 3 and without the collection of personal data beyond that necessary for the purpose. A Platform shall publish the means by which an Operator may obtain that signal.

4.0 Gaming Safety Officer

4.1 An Operator whose Gaming Service enables communication, interaction, or the exchange of Content or virtual items between Users shall designate a Gaming Safety Officer, being a named individual responsible for Child safety and compliance with this Sub-Code and for receiving formal communications from the Content Forum relating to those matters.

4.2 A Gaming Service does not require a Gaming Safety Officer by reason only that it offers real-money purchases or Paid Randomised Reward Mechanisms. A single-player Gaming Service which has no feature enabling contact or exchange between Users falls outside this Section, without prejudice to the obligations of the Operator under Part 5 and Part 6.

4.3 The obligation under Clause 4.1 shall be applied proportionately. In particular:

- (a) an Operator of significant scale should designate a Gaming Safety Officer whose responsibilities under this Sub-Code are a distinct and identified part of that individual's role;
- (b) a smaller Operator may designate an existing officer, director, or employee, who may hold the role together with other responsibilities;
- (c) an Operator may appoint a person who is not an officer or employee of the Operator, including an external adviser, a person nominated by its publisher or distributor, or a person shared with other Operators, provided that the person is identified by name and is able to respond to communications on the Operator's behalf; and
- (d) a micro-operator, being an Operator below such threshold as the Content Forum may specify in guidance, may satisfy this Section by nominating a single contact point for safety matters, and is not required to maintain a separate compliance function.

4.4 An Operator should provide a means by which the Content Forum and the Commission may contact the Gaming Safety Officer. Nothing in this Section requires an Operator that has no established presence in Malaysia to establish one.

4.5 The identity and contact details of the Gaming Safety Officer should be notified to the Content Forum within ninety days of this Sub-Code coming into force, and updated within thirty days of any change.

5.0 Incident Response

5.1 An Operator should maintain a documented incident response process for serious safety incidents, being incidents involving credible threats to life or safety, Child sexual exploitation or abuse material, grooming, sexual extortion, large-scale account compromise, or comparable serious harm.

5.2 The incident response process should provide for:

- (a) internal triage of a report of a serious safety incident without undue delay and, in any event, within twenty-four hours of the report being received;
- (b) immediate protective action in respect of the affected account or User, including suspension of contact, where appropriate;
- (c) preservation of evidence relevant to the incident, including account records, communications, and moderation logs, for such period as is required under applicable law and for the purposes of any investigation;
- (d) escalation or referral to the relevant law enforcement agency or competent authority in accordance with applicable law;
- (e) the provision of clear information and a point of contact to the affected User and, where the User is a Child, to a parent or guardian, including information about available support services; and
- (f) post-incident review, and the recording of any consequential change to the design or moderation of the Gaming Service.

5.3 Nothing in this Section displaces or limits any reporting obligation, law enforcement referral, lawful request, or other duty arising under Malaysian law.

PART 10: USER RESPONSIBILITY

1.0 User Conduct and Honest Usage

1.1 Users should exercise their rights and choices responsibly and in accordance with the terms, rules, community standards, and safety standards of the relevant Gaming Service.

1.2 Users should not engage in conduct intended to evade age restrictions, Child safety settings, parental controls, account safeguards, purchase controls, or other protective measures implemented for the safety of the service or its Users.

1.3 Users should not engage in account misuse, unauthorised transfer, account sale, fraud, scams, harassment, exploitation, bullying, cheating, threats, or any conduct that undermines the safety or integrity of the Gaming Service or its community.

1.4 Users should not use Gaming Services to create, upload, share, transmit, promote, or otherwise disseminate Content that is unlawful, harmful, threatening, abusive, discriminatory, sexually exploitative, misleading, or otherwise contrary to applicable community standards or Malaysian law.

1.5 Users are encouraged to familiarise themselves with parental control tools, reporting mechanisms, classification information, privacy settings, spending controls, and safety features available within Gaming Services.

1.6 Parents and guardians are encouraged to take an active role in guiding Children's use of Gaming Services, including by making use of parental control tools, discussing safe online behaviour, monitoring spending risks, and reporting safety concerns.

PART 11: COMPLAINTS AND DISPUTE RESOLUTION

1.0 Complaints Mechanisms

1.1 Entities subject to this Sub-Code should maintain mechanisms allowing Users, parents, guardians, or other affected Persons to submit complaints relating to Gaming Services.

1.2 Complaints may relate to:

- (a) harmful conduct within gaming environments;
- (b) monetisation practices;
- (c) advertising or Commercial Communications;
- (d) User safety concerns;
- (e) account integrity issues;
- (f) Child safety concerns;
- (g) User-generated Content;
- (h) privacy or contact concerns;
- (i) inappropriate classification or disclosures; and
- (j) other matters falling within this Sub-Code.

1.3 Complaint mechanisms should be reasonably accessible, understandable, and proportionate to the nature, scale, and risk profile of the Gaming Service.

1.4 Where complaints involve credible risk of serious harm, Child safety, exploitation, threats, or unlawful conduct, Operators should take reasonable and timely steps to review, escalate, or refer the matter in accordance with applicable law and internal safety processes.

2.0 Role of the Content Forum

2.1 Complaints relating to matters covered by this Sub-Code may be submitted to the Content Forum Complaints Bureau.

2.2 The Bureau may, where appropriate and within its role:

- (a) facilitate mediation between parties;
- (b) request information or clarification;
- (c) issue advisory guidance;
- (d) review and assess complaints;
- (e) issue determinations or orders where appropriate; and
- (f) refer matters to the Commission or relevant authorities where necessary or required by law.

2.3 The role of the Content Forum under this Sub-Code is intended to support responsible self-regulation, industry accountability, practical resolution of complaints, and continuous improvement of standards within the gaming ecosystem.

PART 12: RECORDKEEPING AND COOPERATION

1.0 Recordkeeping

1.1 Operators should maintain such records, logs, or internal documentation as are reasonably necessary and proportionate for the purposes of safety enforcement, complaint handling, moderation, account integrity, internal review, and compliance with applicable laws.

1.2 In determining the nature and duration of such recordkeeping, regard may be had to:

- (a) the role of the Operator;
- (b) the level of risk presented by the Gaming Service or feature;
- (c) the nature of the complaint, report, transaction, or safety incident;
- (d) applicable legal obligations;
- (e) privacy and data minimisation considerations; and
- (f) the need to support appropriate review of safety incidents or complaints.

1.3 Records may include, where relevant and lawful:

- (a) complaint records;
- (b) moderation decisions;
- (c) account enforcement records;
- (d) transaction or purchase records;
- (e) safety incident logs;
- (f) User reports;
- (g) records of disclosures or classification updates;
- (h) records of Material Changes to High-Risk Features;
- (i) records necessary to cooperate with lawful requests from relevant authorities;
- (j) records of the Age Assurance method applied in respect of each Access Route, and of any conflict resolved under Clause 2.16 of Part 3

1.4 Data retention periods applicable to an Operator under this Sub-Code shall be determined by reference to the Personal Data Protection Act 2010 and to any applicable directions issued by the Personal Data Protection Commissioner. This Sub-Code does not prescribe independent retention periods. Where the retention of specific data is required for the purposes of an audit, investigation, or proceeding by a relevant authority, the Operator should retain that data for the duration of the proceeding and for a reasonable period thereafter.

1.5 Recordkeeping should be implemented in a manner that is proportionate, privacy-respecting, secure, and consistent with applicable data protection obligations.

2.0 Cooperation with Authorities

2.1 Operators should cooperate with the Commission, law enforcement agencies, and other relevant Malaysian authorities in accordance with applicable law.

2.2 Nothing in this Sub-Code shall be construed as displacing any reporting obligation, law enforcement referral, lawful request, or other duty arising under Malaysian law.

2.3 Where a Gaming Service identifies credible risks involving Child sexual exploitation, serious threats, extortion, fraud, online gambling, or other serious unlawful conduct, the Operator should take reasonable steps to preserve relevant information and escalate or refer the matter in accordance with applicable law and internal safety processes.

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PART 13: PUBLIC EDUCATION

1.0 Public Awareness

1.1 The Content Forum will actively inform and educate the public about the importance and relevance of this Sub-Code, including through public-facing guidance on safe gaming, responsible spending, parental controls, age classification, and the reporting of harmful gaming conduct.

1.2 The rapid growth and evolution of Online Games and Gaming Services such as the expansion of monetisation features, social interaction tools, User-generated Content environments, and livestreaming, creates significant opportunities for Malaysian Users but also presents risks that require informed and responsible engagement. In this regard, effective public education is a critical complement to industry self-regulation.

1.3 Of particular concern is the exploitation of Users, specifically Children through predatory monetisation, inappropriate online contact, harmful User-generated Content, and deceptive advertising. It is therefore the responsibility of all Sub-Code Subjects, Operators, Publishers, Platforms, and Gaming Content Creators to work in conjunction with government agencies, non-government organisations, civic groups, parents, teachers, and guardians to educate Malaysian society on how best to promote safe, responsible, and enriching gaming experiences.

2.0 Gaming Industry Awareness

2.1 In the professional arena of the gaming industry, all Sub-Code Subjects, Operators, Publishers, Platforms, and Gaming Content Creators should ensure that the provisions of this Sub-Code are brought to the attention of their employees, contractors, and personnel entrusted with game design, Content development, monetisation decisions, advertising, community management, moderation, and customer-facing operations.

2.2 Conscious efforts to adhere to stipulated standards set out in this Sub-Code, and continuous measures to promote the responsible design, operation, and promotion of Gaming Services, can only lead to a healthier, more trusted, and more sustainable Malaysian gaming industry whilst maximising the significant social, cultural, educational, and economic gains that gaming can bring to Malaysian society.

2.3 The Content Forum may, from time to time, publish implementation guidance, best practice notes, case studies, and educational materials to support Sub-Code Subjects in understanding and applying the provisions of this Sub-Code in a practical and commercially feasible manner.

PART 14: USER AND CONSUMER PROTECTION

1.0 Introduction

1.1 In providing Gaming Services and gaming-related Content, the protection of Users specifically Children and other vulnerable communities are of paramount importance and a primary consideration for all Sub-Code Subjects.

1.2 This Part sets out the foundational principles and standards for User protection within the gaming context, supplementing the detailed provisions in Parts 2 to 12 of this Sub-Code.

2.0 Principles

2.1 Consumers and Users have rights as participants in Gaming Services provided by Sub-Code Subjects, and those rights must be upheld and respected throughout the gaming experience.

2.2 In creating, operating, and monetising Gaming Services, it must always be the basis, belief, and operating principle of Sub-Code Subjects that:

- a) Users shall be given sufficient, up-to-date, and accurate information about the Gaming Services they access, the features available, the monetisation mechanics in use, the Content they may encounter, and the safety tools available to them;
- b) Users are entitled to a level of Gaming Service that is of an acceptable standard, quality, and reliability, and that functions as represented prior to purchase, download, or subscription;
- c) the meeting of User needs and expectations shall be balanced with the legitimate business needs and practices of Operators, Publishers, Platforms, and Third-Party Virtual Currency Resellers in a manner that is fair, transparent, and not exploitative; and
- d) Sub-Code Subjects and Users shall always deal reasonably and in good faith with one another, and Sub-Code Subjects shall provide accessible and responsive complaint handling mechanisms for Users who experience problems.

3.0 General Guidelines

3.1 The need for, and manner of, protecting Users is reflected throughout this Sub-Code. Sub-Code Subjects shall follow the guidelines and procedures relevant to the Gaming Service they provide, keeping in mind the national policy objective of promoting a high level of User confidence in Gaming Service delivery from the industry.

4.0 Child Protection

4.1 In reiterating the importance of protecting Children;

- a) Ensure all Game Content, features, and mechanics have due regard to the welfare, safety, and development of Children at all times;
- b) Take all reasonable efforts to ensure that Gaming Services do not cause, encourage, promote, or facilitate physical injury, emotional harm, financial exploitation, inappropriate contact, or exposure to unsuitable Content that may compromise a Child's safety, well-being, or development; and

- c) Take all reasonable and proportionate steps to implement age-appropriate safeguards, parental controls, and Child protection measures consistent with the provisions of Part 3 of this Sub-Code.

4.2 For the purposes of this clause:

- (a) Emotional harm in the gaming context includes actions, Content, game mechanics, or community conduct likely to cause significant distress, fear, humiliation, social exclusion, or damage to a Child's emotional or psychological development, including through cyberbullying, online harassment, grooming, or exploitative in-game social dynamics.
- (b) Financial harm includes the exploitation of a Child's limited financial understanding, impulsivity, or vulnerability to social pressure through deceptive monetisation, gambling-like mechanics, manipulation, or high-pressure in-game advertising and spending prompts.
- (c) Situations compromising safety, well-being, or development include those that may reasonably be regarded as harmful to a Child's moral, emotional, or physical welfare, consistent with the protections afforded under the **Child Act 2001** and the **Online Safety Act 2025**.

4.3 Sub-Code Subjects providing Gaming Services or game-related Content likely to be accessed by Children are required to offer tools and features that support parental controls, session management, spending limits, and age-appropriate default settings. Such tools shall be easy to use, clearly communicated, and designed to help parents or guardians monitor, limit, or guide their Children's access to Gaming Services in line with the Child's age, needs, and family values, consistent with the detailed standards in Part 3 of this Sub-Code.

5.0 Quality and Standards

5.1 Consumers have their expectations of Gaming Services and related Content:

Examples:

- i) Users should be able to play Online Games and access Gaming Services without being subjected to excessive, intrusive, or disproportionate advertising interruptions, monetisation pressure, or manipulative design mechanics — including Dark Patterns, artificial scarcity, and compulsive reward loops — that materially impair the enjoyment of the gaming experience.
- ii) Gaming enjoyment and User wellbeing should not be undermined by harmful, objectionable, or Prohibited Content within a Gaming Service, including Content that is menacing, grossly offensive, sexually exploitative, or otherwise contrary to the Content Code or applicable Malaysian law, as set out in the General Guidelines under Part 2 of this Sub-Code.
- iii) Game Content, mechanics, and narratives should not gratuitously glorify or normalise violence, sexual exploitation, or criminal behaviour for its own sake, unless presented within a legitimate artistic or narrative context appropriate to the applicable age classification of the Gaming Service.

6.0 Cultural Diversity

6.1 Gaming Services and gaming-related Content should respect, protect, and promote cultural diversity. The interests of marginalised communities and vulnerable groups specifically Children, persons with disabilities, and minority communities should be protected and promoted within gaming environments.

6.2 Diverse cultural representation in Gaming Services in terms of characters, narratives, languages, settings, and community standards should be actively encouraged. Operators and Publishers should avoid over-commercialisation of cultural identity and the exploitation of Malaysian cultural heritage for gaming monetisation purposes without appropriate sensitivity and respect.

6.3 Gaming Services accessible in Malaysia should, where reasonably practicable, provide Bahasa Malaysia language support and culturally relevant Content options, having regard to the national language policy and the diverse cultural makeup of the Malaysian gaming community.

7.0 Corrective Measures

7.1 Corrective and Counter Advertising should be undertaken, where appropriate, to address and rectify misleading or non-compliant Content, ensuring that the public receives accurate and clear information.

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