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Evaluation of the Geo-blocking Regulation Bundesnetzagentur's position on the topics covered by the evaluation

In accordance with section 191 of the German Telecommunications Act (TKG) the Bundesnetzagentur is the national authority responsible for enforcement of the Geo-blocking Regulation in Germany. In addition, section 2 para 6 of the German Consumer Protection Enforcement Act (VSchDG) gives the Bundesnetzagentur extensive powers under Regulation (EU) 2017/2394 (CPC Regulation).

It is emphasized that the following statements reflect solely the position of the Bundesnetzagentur as the national enforcement authority and that it cannot be understood as the position of the German federal government. The Bundesnetzagentur's position on the topics of relevance from its point of view is as follows:

I. Parcel forwarding services

The Bundesnetzagentur has received an increasing number of complaints from customers wanting to order goods from an online store and have their order delivered to the address of a parcel forwarding service in the online store's delivery area for delivery to their home address in another EU country. The customers were then not able to order the goods and have their order delivered to the address within the trader's delivery area. The reason for this is that many online traders' terms and conditions do not allow customers to use parcel forwarding services for delivery. The traders argue that this does not constitute discrimination based on a customer's place of residence because the ban on using parcel forwarding services applies to all customers, that is customers in the traders' own country and in other countries.

The Bundesnetzagentur takes the view that the traders' general ban on using parcel forwarding services constitutes an infringement of Article 4(1) of the Geo-blocking Regulation. The practice indirectly discriminates against customers based on their nationality or place of residence. The majority of customers choosing to pay for a parcel forwarding service are customers from other EU Member States (or EEA countries) who need to use a parcel forwarding service because their home address is outside a trader's delivery area, which the trader is free to define. Customers in the same country as the trader do not generally need a parcel forwarding service because they are able to provide a delivery address in the trader's country. Without using a parcel forwarding service, customers not in the same country as the trader would be practically excluded from making cross-border purchases within the EU.

This view is supported by Question 2.3.9 of the European Commission's "Questions & Answers on the Geo-blocking Regulation in the context of e-commerce" (FAQs), according to which a customer whose home address is outside a trader's delivery area can request the trader to deliver the goods to a location within the trader's freely defined delivery area.¹ In this case, customers

¹ Available at <https://digital-strategy.ec.europa.eu/en/news/geo-blocking-regulation-questions-and-answers>.

can organise cross-border delivery to their home address themselves (see Question 4.1.2 of the FAQs).

The European Consumer Centres Network (ECC-Net) responded to the European Commission's call for evidence and set out its position that consumers within the EU should have equal access to parcel delivery options regardless of their place of residence and should not be excluded from delivery services based on their country of residence (see also II **Delivery within the EU**).²

As there are differing views among traders and other national geo-blocking authorities on the interpretation of the relevant provisions of the Geo-blocking Regulation, the Bundesnetzagentur recommends clarification in the Regulation (for example in the recitals) on the legitimate use of parcel forwarding services.

II. Delivery within the EU

Many complaints are from customers wanting to have goods delivered across the border to another country within the EU. Customers take the “shop like a local” slogan to mean that they have a right to have goods delivered to their home address anywhere within the EU. In the majority of these cases, however, traders do not offer delivery to the customer's home country. The Geo-blocking Regulation gives customers the right to order goods from an online store in another country within the EU. However, customers are not entitled to demand that the goods are delivered to another EU country if a trader's defined delivery area is restricted to an area that does not include the customer's home country. In this case, customers have the option of collecting the goods from a location within the trader's delivery area or having the goods delivered to their home address using, for example, a parcel forwarding service (see I **Parcel forwarding services**).

There are, however, only a very small number of cases in which complainants are prepared to collect the goods themselves or organise delivery (for example for luxury or comparatively expensive goods). In many cases, customers do not have the possibility of collecting the goods from the trader's premises or do not want to organise delivery by an additional logistics company.

In addition, traders often operate different country versions of their online stores within the EEA – in some cases through various company groups – and therefore have different defined delivery areas. Both the range of products and the prices for the products offered by the different country versions of the online stores may vary. If, for example, a trader operates two country versions of its online store, one for Italy and one for Germany, each with its own defined delivery area, the trader will in principle deliver to Germany (for orders from the German online store) and to Italy (for orders from the Italian online store). If an Italian customer wants to order goods from the German online store, which has Germany as its delivery area, the customer does not have the right under the current principle to have the goods delivered to Italy even though the trader generally also delivers orders from the Italian online store to Italy.

A right for customers to have goods delivered within the EU or within the area within the EU generally served by a trader would therefore be very customer-friendly and would likely strengthen the internal market. It should be noted, however, that this would also significantly restrict traders in their freedom to define their area of activity and therefore their delivery area.

² https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/14416-Geo-blocking-Regulation-evaluation/F3524539_en

There were three responses to the call for evidence that commented on delivery within the EU. Two industry associations and one authority were against including such a right in the Geo-blocking Regulation.³ They argued that commercial freedom included in particular the freedom for businesses to set their own terms for delivery, which protected small and medium-sized enterprises and prevented the market from being dominated by only large undertakings in the future.

The Bundesnetzagentur recommends evaluating how customers can benefit from the greatest possible range of delivery options within the EEA without restricting the freedom of traders in their business decision-making. Attention is drawn here to the correlation with the topic of parcel forwarding services (see I **Parcel forwarding services**). Clarification on the right of customers to use parcel forwarding services could in many cases compensate for the restricted options for customers to have goods delivered to their home address outside a trader's delivery area.

III. Copyright exemption under Article 4 of the Geo-blocking Regulation

The Bundesnetzagentur has received an increasing number of complaints from customers who cannot use certain apps because the apps are only available from the country versions of the app stores of other EU Member States that the customers cannot access (see, for example, joint action of the Consumer Protection Cooperation (CPC) Network against Google⁴ and Apple⁵). The traders justify their practice with, among other things, the copyright exemption in Article 4(1) point (b) of the Geo-blocking Regulation.

Article 4(1) of the Geo-blocking Regulation states that a trader may not apply different general conditions of access to goods and services for reasons related to a customer's nationality, place of residence or place of establishment if the customer is seeking to buy goods or services from another country within the EU. In accordance with Article 4(1) point (b), an exemption from this principle applies to traders providing electronically supplied services whose **main feature is the provision of access to and use of copyright protected works** or other protected subject matter, including the selling of copyright protected works or protected subject matter in an intangible form.

In practice, this raises the question as to when, in the case of copyright-protected works or other protected subject matter, the **main feature** of an electronically supplied service lies in the provision of access to these protected works or subject matter and their use, and which **criteria** should be used to assess the existence of a main feature.

Irrespective of this, the question is raised of whether, in view of the aim and purpose of the Geo-blocking Regulation, the **exemption should only be applied to cases where the trader holds the copyright and other intellectual property rights for only a certain geographical area** (only certain EU Member States). In this case, the exemption could be understood to mean that

³ Adigital (Asociación Española de la Economía Digital): https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/14416-Geo-blocking-Regulation-evaluation/F3526784_en; AIM – the European Brands Association: https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/14416-Geo-blocking-Regulation-evaluation/F3526907_en; Austrian Federal Ministry of Labour and Economics: https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/14416-Geo-blocking-Regulation-evaluation/F3526879_en.

⁴ https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/social-media-online-games-and-search-engines_en#google

⁵ https://ec.europa.eu/commission/presscorner/detail/en/ip_24_5727

the trader is not obliged under the Geo-blocking Regulation to acquire the licence rights for all other EU Member States in order to then be able to offer the corresponding service throughout the EU. However, a different view could be taken in the case where a trader already holds the relevant rights for all EU Member States and also licenses these rights in all EU Member States. If the trader then used the exemption to apply different conditions to services offered in different countries, this practice would specifically fragment the European internal market contrary to the objectives of the Regulation. The handling of such case scenarios should be discussed as part of the review process.

With regard to the application of the copyright exception under Article 4(1) point (b) of the Geo blocking Regulation, the Bundesnetzagentur suggests a clarification in both the recitals and the related FAQ on the Geo-blocking Regulation as to the conditions under which the main feature of the provision of an electronically supplied service lies in the provision of the access to copyright-protected works or other protected subject matter and their use, and which criteria should be taken into account when assessing the existence of a main feature.

IV. Prices for locals

A frequent subject of complaint is “prices for locals”, where services such as entry to museums or swimming pools or skiing passes are subsidised and offered at lower prices to customers living locally. There is no exemption from the Geo-blocking Regulation for such cases, which means that Article 4 of the Regulation applies (see also Question 2.3.11 of the FAQs). Services may be subsidised but in principle different prices may not be charged based on the customers’ place of residence, etc. However, there are isolated efforts to make this constellation an exception in the future.

The Bundesnetzagentur takes a critical view regarding the introduction of an exemption for prices for locals. The Geo-blocking Regulation aims to harmonize the European single market. Granting cheaper prices for local residents would be contrary to the Geo-blocking Regulation’s aim of a uniform internal market and would lead to unwanted fragmentation of the market. The core principle of the Geo-blocking Regulation is precisely to treat EU customers in the same way, regardless of their nationality, place of residence, or place of establishment, when they wish to use services or purchase goods in the same way.

The Bundesnetzagentur does not see the need for any changes to the provisions regarding prices for locals.

V. Fraud protection

Complaints dealt with by the Bundesnetzagentur have shown that the reason sometimes given in connection with Article 4(1) of the Geo-blocking Regulation by traders systematically refusing sales is fraud protection.

Traders often refuse or cancel orders from customers in other EU countries, in particular for expensive electronic devices, for fraud protection reasons. Traders usually have a fraud management system that checks all orders received against pre-defined criteria (for example name, address, article, number of articles ordered, payment method). The Bundesnetzagentur generally makes sure in these cases that there is no discrimination based on the customer's place of residence or nationality. However, there are some cases in which the trader refuses an order for valid reasons, for instance if the billing address provided by a customer is not their home address but the address of a parcel service provider, for example, or if the name on the credit card used to pay for the order does not match the customer's name.

Traders may also temporarily restrict certain IP address areas because of credential stuffing. Credential stuffing is when an attacker obtains certain user data (often an email address/password combination) but does not know if the same combination works for another website. The aim of the attack is to find out if a certain combination works and, if so, to try to access further information about the person (for example name, address and/or financial details, depending on the website attacked). Attackers usually use free, easily available software that can automatically make hundreds of login attempts at the same time. The traders' systems use rules to temporarily block an IP address as soon as they detect a certain number of logins using different email addresses from the same IP address. Data traffic from the relevant IP address area is blocked completely on a temporary basis to deter attackers from using other IP addresses and prevent them from gaining anything from attempting access. In principle, this constitutes an infringement of Article 3 of the Geo-blocking Regulation but is considered by the Bundesnetzagentur to be justified.

Neither the Geo-blocking Regulation nor the FAQs address the issue of fraud protection as an exemption from potential infringements of the Regulation. The Bundesnetzagentur therefore recommends the inclusion of a relevant provision or relevant information.

Guidance would be helpful on how traders' fraud protection systems can be verified by or disclosed to the competent geo-blocking authorities.

VI. Audiovisual services

Audiovisual services are currently excluded from the scope of the Geo-blocking Regulation, see recital 8 and Article 1(3) of the Geo-blocking Regulation in conjunction with Article 2(2) point (g) of Directive 2006/123/EC (Services Directive). Audiovisual services are covered by the scope of Regulation (EU) 2017/1128 (Portability Regulation), which has been in force since 2018.

The Portability Regulation enables customers subscribing to portable online content services to use the services they subscribe to when they are temporarily present in another Member State (Article 1(1) of the Regulation). The decisive factor in each case is that a customer is only temporarily present in a country, although it is not clear how long "temporarily" means (semesters abroad at least still count as being temporary). In any case, the Portability Regulation does not give customers the same rights as the Geo-blocking Regulation does. Customers who are

temporarily present in another Member State can usually access the same content as customers resident in that country. However, they cannot access the services offered in a Member State of their choice. It should also be noted that under Article 6(1) of the Portability Regulation providers of free content services, such as television media libraries, are not obliged to make their content available in other countries. Copyrights and a lack of licences make it difficult to create a uniform European internal market in this respect.

The question of whether audiovisual services should be included in the scope of the Geo-blocking Regulation in future is a frequent topic of discussion. The European Commission addressed this topic as early as 2020 in its short-term review of the Regulation.⁶ The topic was re-addressed in the special report on geo-blocking published by the European Court of Auditors (ECA) in 2025. If audiovisual services are to be included in the scope of the Regulation, a balance needs to be found between the interests of the customers and those of the creative artists/media companies.

One argument in favour of extending the scope of the Geo-blocking Regulation to include audiovisual services is that making online services and content accessible throughout the EU would further strengthen the European internal market. It could help to promote competition within the EU and strengthen solidarity within the EU. A reduction in geo-blocking would also strengthen the rights of customers, who would be able to access a larger range of services regardless of where they are. This would promote the freedom of information and would also be important with respect to the free movement of persons. It should also be noted that customers currently use (sometimes unauthorised) tools to circumvent geo-blocking. It may also be important for persons living in border areas and for regional minorities to have access to audiovisual services from two or more EU Member States.

On the other hand, different licensing agreements and (copy)rights exist in different Member States. Licensing agreements for audiovisual services are usually concluded for each individual country and access for users with IP addresses outside the country is restricted. Despite proposals for harmonisation, as set out in Directive 2001/29/EC of the European Parliament and the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society, national copyright laws are still in place in the Member States. In economic terms, the audiovisual sector is still greatly dependent on current financing and licensing models.

There is also the risk that providers will adapt to the markets in larger Member States, putting smaller Member States at a disadvantage. This could ultimately mean less visibility for regional productions. There is also a concern that parts of cultural identity could be lost, in particular in smaller Member States, if the scope of the Geo-blocking Regulation were extended to include audiovisual services. The consequent increase in prices would create existential challenges for smaller companies, which could lead to a decreasing degree of diversity and loss of jobs in the media industry. Nowadays films are largely funded through territorial exclusive contracts and advance sales. Opening up the market would ultimately strengthen larger undertakings (such as Amazon and Netflix) that can harmonise their services for all Member States more easily than regional providers (technical and legal challenges). In addition, the increase in costs could lead to fewer productions in the languages of smaller Member States since there is more demand for productions in the languages spoken by the most people (English, French, Spanish, German, Italian).

⁶ See <https://digital-strategy.ec.europa.eu/en/news/commission-publishes-its-short-term-review-geo-blocking-regulation>.

One compromise could be to have specific arrangements for certain sectors. For instance, the transmission of large-scale sports events could be included in the scope of the Geo-blocking Regulation. This would protect regional productions, which ultimately serve to retain cultural diversity, and at the same time minimise the restrictions for customers from geo-blocking.

According to the ECA's special report, which used the European Commission's first short-term review in 2020 as a reference, there was insufficient data to be able to reach a reliable conclusion.

According to ECC-Net, consumers should not face barriers when accessing cross-border streaming, e-books, apps and software purchases.

The main focus of interest in 571 out of the 598 responses to the call for evidence for the geo-blocking review was on audiovisual services. A total of 555 responses were against extending the scope of the Geo-blocking Regulation to include audiovisual services. The remaining 16 responses were in favour of amending or generally extending the scope of the Regulation to cover audiovisual services.

What is striking is that 299 responses against extending the scope of the Geo-blocking Regulation to include audiovisual services were from the film and cinema industry. Another large number of responses against extending the scope were from EU citizens. The reason for their position was that they were concerned about the loss of cultural diversity and jobs.

Two consumer associations were against and one consumer association was in favour of including audiovisual services in the scope of the Geo-blocking Regulation. It is interesting to note that two supporters of the cinema industry – AG Kino-Gilde e.V. and HDF Kino – were against including audiovisual services in the Regulation's scope. Seven EU citizens were in favour of extending the Regulation's scope to cover audiovisual services and possibly carrying out a study.

The Czech Ministry of Industry and Trade (Ministerstvo průmyslu a obchodu České republiky) and the Baden-Württemberg State Ministry for Food, Rural Areas and Consumer Protection were in favour of carrying out a further study to look at the possibility of extending the scope of the Geo-blocking Regulation to include audiovisual services.

The Bundesnetzagentur welcomes an initiative for an evaluation in the customers' interests with respect to extending the scope of the Geo-blocking Regulation to include audiovisual services but sees also possible risks. In light of this, the European Commission should continue to evaluate the situation and carefully weigh up the risks and opportunities for the European internal market and customers.

VII. Payment conditions under Article 5 of the Geo-blocking Regulation

Article 5(1) of the Geo-blocking Regulation in principle prohibits a trader, within the range of means of payment accepted by the trader, from applying different conditions for a payment transaction for reasons related to a customer's nationality, place of residence or place of establishment, the location of the payment account, the place of establishment of the payment service provider or the place of issue of the payment instrument within the Union. According to Question 2.4.2 of the FAQs, traders are in principle free to decide under which conditions they offer goods or services, including the payment means they accept on their website. They can therefore decide to offer different conditions on several of their websites. However, if they accept a specific payment means

on a specific website, they should also accept that payment means from consumers from outside the EU Member State that the specific website is targeting. According to recital 32 of the Geo-blocking Regulation and Question 2.4.6 of the FAQs, a trader using payment initiation services as defined in the second Payment Services Directive is under no obligation to accept payment if this means entering into a new or modified contract with a payment initiation service provider, that is a provider allowing the initiation of a payment order at the request of the payment service user with respect to a payment account held at another payment service provider.⁷

Complaints received by the Bundesnetzagentur have led to the question of whether – apart from the fact that a trader is under no obligation to enter into a new or modified contract with a payment initiation service provider – a customer from another EU country in principle has to have the same means of payment as a customer in the trader’s own country. The question arises because different payment methods are common and in use to a greater or lesser extent in different countries. At a meeting with the European Commission on 27 November 2019 the Bundesnetzagentur was told that the existence of a common payment method for all EU countries is sufficient and not all the payment methods available to a customer in the trader’s country need to be possible.

The Bundesnetzagentur believes that written clarification on this question in the Geo-blocking Regulation would be helpful. The FAQs about payment conditions would then also need to be changed and updated.

VIII. Enforcement with regard to traders established outside the EU

In principle, the non-discrimination obligation laid down in the Geo-blocking Regulation also applies to traders established outside the EEA but operating on the European internal market.

Recital 17 of the Geo-blocking Regulation states: “The effects for customers and on the internal market of discriminatory treatment in connection to transactions relating to the sales of goods or the provision of services within the Union are the same, regardless of whether a trader is established in a Member State or in a third country. Therefore, and with a view to ensuring that competing traders are subject to the same requirements in this regard, this Regulation should apply equally to all traders, including online marketplaces, operating within the Union.”

However, the question is raised of how measures can be taken against traders from countries outside the EEA in the event of infringements.

According to Question 3.4 of the FAQs on the Geo-blocking Regulation, the Regulation does not contain any particular rules on enforcement with regard to traders established in non-EU countries. Depending on the circumstances of the case, such as the existence of international agreements with the non-EU countries concerned or the presence of assets or representatives of the trader in the EU, the competent enforcement authority in the Member State (or Member States) where the breach takes place may take measures to ensure that traders established in non-EU countries comply with the Regulation. Likewise, customers affected by non-compliance may themselves

⁷ Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC

seek to enforce their rights under the Regulation also in respect of such non-EU country traders before the competent courts.

In practice, however, taking measures in the event of infringements by traders in non-EU countries is hardly possible. Fines would only be a possibility if the trader has assets in the EU or a relevant international agreement is in place. This is not the case for all traders. In addition, customers affected by an infringement cannot reasonably be expected to enforce their rights before the competent courts in other countries. In the field of geo-blocking, an infringement mostly takes place before a contract is even concluded: as a rule, discrimination prevents a contract from being concluded, for example when a customer attempts to buy clothes from an online store. Customers are unlikely to take on the challenge of enforcing their rights before a court with regard to their potential contractual party in a non-EU country.

Regulation (EU) 2017/2394 (CPC Regulation) lays down rules for cooperation between the national authorities responsible for the enforcement of consumer protection provisions, including those in the Geo-blocking Regulation.

According to recital 40 of the CPC Regulation, the enforcement challenges that exist go beyond the frontiers of the Union, and the interests of Union consumers need to be protected from rogue traders based in third countries. Hence, international agreements with third countries regarding mutual assistance in the enforcement of Union laws that protect consumers' interests should be negotiated. Those international agreements should include the subject matter laid down in the CPC Regulation and should be negotiated at Union level in order to ensure the optimum protection of Union consumers and smooth cooperation with third countries.

There are no plans at EU level for relevant international agreements regarding mutual assistance under the CPC Regulation, which leads to the problem of how measures can be taken in practice in the event of infringements by traders outside the EEA. In its special report on the Geo-blocking Regulation published in January 2025 ("Unjustified geo-blocking in e-commerce: The Regulation provides a balanced framework, but challenges remain in implementation") the ECA also pointed out that there was still need for improvement in the possibilities for enforcement of the Regulation.

The Bundesnetzagentur therefore recommends that relevant international agreements regarding mutual assistance should be negotiated at Union level in accordance with recital 40 of the CPC Regulation. An initiative by the European Commission in this respect would be welcome.

IX. Uniform enforcement measures within the EU

The Bundesnetzagentur shares the view of the ECA with respect to the lack of uniform enforcement measures in the individual EU Member States. In addition to differences in the range of fines that can be imposed (see paragraph 59 of the ECA's special report on the Geo-blocking Regulation), the type of enforcement measures that can be taken also varies in terms of whether criminal or only administrative proceedings can be initiated. Furthermore, the Geo-blocking Regulation does not contain any clear rules on which court is responsible for infringements of the Regulation (the court responsible for the trader's place of establishment or the court responsible for the customer's permanent or temporary place of residence/nationality).

The enforcement of the interests of business customers who purchase goods or services for their own use and therefore, in accordance with Article 2 point (13) of the Geo-blocking Regulation, benefit from the same protection as consumers would also need to be further intensified. The

Bundesnetzagentur is able to take measures against German companies on the basis of the German Telecommunications Act (TKG). However, there is no direct mechanism for enforcement against companies established outside Germany. If a complainant is a consumer, enforcement measures can be initiated through the CPC procedure if the company is established in an EU Member State. This is not the case if the complainant is a business customer since the CPC procedure is only designed for consumers.

ECC-Net is in favour of harmonised penalties across Member States. Fines should be proportionate and dissuasive.

Further harmonisation of enforcement measures within the EU would be welcome. For this purpose, it would make sense to establish a group for international cooperation in the field of enforcement of the provisions of the Geo-blocking Regulation.

X. Information for enforcement authorities, traders and customers

The ECA's special report identified shortcomings in awareness-raising activities by the European Commission for enforcement authorities, traders and customers. The ECA recommended increased cooperation between national enforcement authorities and regular meetings at European level, led actively by the European Commission. Workshops could also be held for different target groups such as traders and customers (business customers and consumers) to increase awareness with regard to the Geo-blocking Regulation. Better support for national enforcement authorities by the European Commission would be welcome in this respect. As proposed in the ECA's special report, the European Commission should do more to strengthen communication and the exchange of experience between national enforcement authorities. It would be beneficial for the European Commission to organise regular meetings between the ECC and the national enforcement authorities and the CPC Network.

The Bundesnetzagentur also welcomes the plans to update the FAQs and increase cooperation between national enforcement authorities through a more regular exchange.

XI. Summary

The Bundesnetzagentur sees a need for improvement with respect to the above-mentioned aspects of the Geo-blocking Regulation. There is still a lack of clarity about the substantive legal rules and the procedures for enforcement, even seven years after the entry into force of the Regulation. This applies in particular to ordering goods for delivery to parcel forwarding services, the copyright exemption under Article 4 of the Regulation, clarification on means of payment under Article 5 of the Regulation, fraud protection issues, and options for enforcement measures against traders established outside the EU. These points should be evaluated in the current review process and should be clarified in the Regulation itself (or in the recitals) or at least in the related FAQs.

As regards enforcing the provisions of the Geo-blocking Regulation, the Bundesnetzagentur recommends that the European Commission should establish a group for international cooperation with the aim of eliminating current differences and creating a uniform interpretation of the Geo-blocking Regulation. This applies to, among other things, the questions about the responsibility of the courts, the imposition of fines, cooperation in joint actions/sweeps and

guidance on increasing awareness within the EU Member States. Lastly, public campaigns initiated by the European Commission to promote information and increase awareness among the protected customers as well as the traders under obligation would be welcome.