ELMC Joined cases M-22/21, Jualmuan, Dereto and *COURTTO* v *COURFE*

M-23/21, Davosulo v *COURFE*

M-24/21, Jualmuan v *State of Eukintia*

Jualmuan

1. Jualmuan is a courting player playing for Dereto in the Eukintian Courting League. Eukintia is an EU member State. Alongside her love of sports, Jualmuan has always loved betting. In fact, on March 2016 she was fined by the European Courting Federation (COURFE) for having been found betting in a match in the Eukintian Courting League.
2. During the summer break of the Eukintian League, in the first week of August 2020, Jualmuan travelled to the neighbouring EU country of Costencya, to take advantage of its beautiful beaches. She stayed at the home of her friend Emerdeno, one of the best courting players in the Costencyan Courting League. On August 5th 2020, Jualmuan took part in a beach-court tournament that was organised by COURTTO without the authorisation of COURFE. Moreover, during that week, Jualmuan was followed by various paparazzi, and one of them took a picture of her emerging from a betting shop of the betting chain Davosulo. The photograph was published in the main tabloids of Eukintia and Costencya on August 7th 2020.

COURFE and COURTTO

3. COURFE is the organisation that, since 1902, organises, regulates and controls within the EU the well-known and popular European sport of courting. Courting, played exclusively in the EU, requires two teams of at least three players. The game is won by the team that hits the ball most frequently with a club, during the four (4) uninterrupted hours of play.
4. COURFE, with headquarters located in Eukintia, has a regulatory, supervisory, and disciplinary role over all courting competitions taking place out in the EU. The sport is played only at amateur level, meaning that players receive no or only very little income from their teams. A small number of are able to obtain some income from sponsors. In each EU Member State there is a National Courting League organised by COURFE, in which 10 teams compete for the championship, with a system of promotions and relegations to the Second, Third and Fourth leagues. There is no competition at EU level.
5. The members of COURFE are the players. No courting clubs are members of COURFE. The organisation is composed of a General Assembly, in which all members have a vote. Every five years there are elections to select the 20 members of the Executive Directorate, the governing body of COURFE. None of the members of the Executive Directorate, who are unpaid for their duties, obtains any income from playing the game. There is no President and all decisions within the Executive Directorate are adopted by unanimity. COURFE is financed by contributions made by the courting players in the different member States of the EU. Those contributions are calculated to cover the expenses incurred by the organisation. Each year, after the close of the financial accounts, any remaining money is returned to the players. COURFE obtains no return from the sale of

the audio-visual rights of the different competitions. It regulates, organises and supervises the wellbeing and functioning of all the courting leagues organised in the member States across the EU.

6. COURFE has historically been the organisation linked to courting competitions and it is recognised as a relevant actor with regard to the sport. In this context, various politicians of different member States have declared COURFE to pursue a social function and that it carries out its activities in the public interest. In particular, the President of Eukintia declared, in a debate before the National Assembly on sport policy, that '*COURFE is a solid institution that has an extraordinary value for its contribution to social cohesion and the well-being of citizens. It is beyond argument that it is an organisation that provides a service of general interest in the EU*'. In 2018 COURFE was awarded the Ribbon of General Interest by the Eukintian Ministry of Culture and Sport; according to the Decision adopted by the Minister of Culture and published in the Eukintian Official Journal, the ribbon was awarded in recognition that COURFE is '*considered an entity of general economic interest whose role is necessary for the organisation of courting competitions*'.

7. Attendance at courting competitions organised by COURFE is free. COURFE has attributed to itself the exclusive right to authorise and organise competitions. However it enjoys no rights related to the audio-visual exploitation of the matches. Broadcasters that show the matches live pay no contribution to COURFE. Instead they reach agreements with the clubs themselves, generating a substantial income from the broadcast of courting matches of the different leagues.

8. COURTTO is the association of courting clubs made up of the majority of courting clubs in Costencya. The COURTTO clubs have reached an agreement on the sale of the audio-visual rights of the Costencyan Courting League. The league is in any case organised by COURFE. Hitherto COURTTO has been able to exploit commercially only courting matches played in Costencya, whence it derives every year a substantial turnover.

9. There are regulations in neither Eukintia nor Costencya, nor in the EU, that recognise the competence of COURFE relative to the organisation and control of courting. However, all COURTTO attempts to organise competitions in EU member States other than Costencya have been unsuccessful owing to the widespread belief amongst players that it should be a non-profit activity organised by COURFE. Notwithstanding, there are surveys which indicate that 20% of courting players would be willing to earn a financial return for playing the game.

10. Since the foundation of COURTTO in 2015 there has developed a clear enmity between it and COURFE. The latter has tried by all means at its disposal to prevent COURTTO from exploiting the audio-visual rights of the Costencyan Courting League, so far without success.

Disciplinary proceedings against Jualmuan

11. On September 16th 2020, COURFE commenced disciplinary proceedings against Jualmuan. The Executive Directorate of COURFE launched the proceedings based upon Jualmuan's involvement in betting related activities. No reference was made to her participation in the beach-court tournament organised by COURTTO. Disciplinary proceedings are conducted by a case-handler, who is appointed by COURFE and drawn

from a list of experienced lawyers. In the proceedings Jualmuan had the right to be represented by a lawyer but she waived the right. One of its Inspectors represented COURFE in the proceedings. There are no guidelines as to a scale of possible disciplinary measures that can be adopted against individuals. The COURFE Inspector dealing with the case proposes a measure to be adopted, taking into account the circumstances of each case. The final decision proposed by the Inspector in Jualmuan's case was a three year ban on her participation in any competition supervised by COURFE. The case-handler approved and adopted the proposal. It was by far the most severe disciplinary measure related to a betting issue adopted by COURFE against a player, ever.

12. Jualmuan was informed of the decision on the 21st of October 2020. Since she had no idea how to respond to the decision, which would of course do very serious harm to her promising career, she hired a lawyer. The lawyer informed her no other courting player had ever been handed such a severe punishment by COURFE, even in the face of far more serious infringements. She also helped Jualmuan with the appeal, which was filed before a panel of three arbitrators, appointed by COURFE from a list of experienced lawyers. The appeal was upheld in part, the ban reduced from three years to two years and ten months. The decision is final and not subject to further appeal.

13. Jualmuan was stunned by the decision, and decided to consult a lawyer who specialised in EU law. He advised her to file a claim before the Eukintian Competition Court.

Termination of Jualmuan's contract with Dereto

14. Under Eukintian law, the contract concluded between Dereto and Jualmuan qualifies as a contract of employment. The contract provided Jualmuan with a small but regular income from Dereto of EUR 500 per month in order than she be able to support herself, alongside her part-time job in a shop.

15. Jualmuan signed her first contract with Dereto in 2016. The contract was concluded under Article 10 of the Eukintian Act on Athletes' Employment, the Act regulating exclusively all employment contracts concluded between athletes and their clubs, at both amateur and professional level. The Act does not preclude the conclusion of permanent employment contracts under the Eukintian Act on Labour Law, but contains the following provision in Article 10:

"*If an athlete's employment contract has been entered into for a definite period of time and for at least one year, the sports club shall notify the athlete in writing at the latest by 31 January of the year in which the employment contract ends that the employment contract will not be extended beyond the end of the respective sport's season. If the sports club fails to give such notice or gives it late, the employment contract shall be extended for a further year unless the athlete notifies the sports club in writing by 15 February of the year in which the employment contract ends at the latest that he/she does not agree to an extension of the employment contract.*"

Article 11 of the Act on Athletes' Employment contains a similar rule for more seasonal sports such as skiing, etc.

16. In 2016, Jualmuan's contract was concluded for a period of one year, based upon Article 10 of the Act on Athletes' Employment. As Dereto never since 2016 informed Jualmuan in writing that the employment contract was not to be extended, it was extended automatically every year for a further year in accordance with Article 10 of the Act. Jualmuan has similarly never expressed an indication that she did not agree to an extension of the contract.

17. On October 23rd 2020, Dereto informed Jualmuan in writing that her contract of employment with them would not be extended again in 2021, hence ending the employment relationship at the close of the 2020/2021 season, at the end of July 2021. Under Eukintian labour law it is clear that the information on the non-extension of an employment contract under Article 10 of the Act on Athletes' Employment is not a termination under national law, and therefore need not contain reasons as to why it was issued.

18. Jualmuan was very disappointed with Dereto's decision to discontinue the employment relationship. She was also worried about her personal situation, as her holiday in August had resulted in an unplanned yet welcome pregnancy. Jualmuan had decided to keep the news of her pregnancy private for at least the first twelve weeks, and she had not informed Dereto of it before receiving their decision on the non-extension of her contract on October 23rd 2020.

19. She consulted a trade union and then brought a claim before the Eukintian Labour Court. She argued that, as she had in fact been continuously employed on consecutive fixed-term contracts with Dereto since 2016, these contracts should be converted into a permanent employment contract (contract of indefinite duration). She further argued that as the lack of reasons for the non-extension of the contract did not meet the criteria for a dismissal letter under the Eukintian Act on Labour Law, her permanent employment contract was still ongoing. Under the Act on Labour Law, a termination letter must to refer to one of the reason(s) for dismissal permissible under the Act, otherwise it is null and void. The information provided in the non-extension decision stated no reasons, nor did it require to under the Act on Athletes' Employment. Jualmuan knew that because of her pregnancy, which she had by now made public, Dereto could not, under Eukintian law, terminate her permanent employment contract during her pregnancy and until four months after giving birth without prior authorisation of a Labour Court, which was granted only in exceptional cases of severe misconduct. In the alternative she argued that the non-extension notice was issued on the grounds of her pregnancy and should therefore, under Eukintian Law, be considered null and void, though she was fully aware that she could not prove that Dereto at the time knew of her pregnancy.

20. Indeed, the Eukintian Act on Fixed Term Contracts allows the conclusion of fixed term contracts for the duration of up to one year. A fixed-term contract can be extended only once, with the employee's consent, provided that it is done on objective grounds and relates to the same activity. According to Article 5 of this Act, the employment relationship is considered to be of indefinite duration where, by operation of successive contracts, the employment relationship exceeds, as a whole, a duration of 20 months. According to Article 12 of the Act it, the Act on Fixed Term Contracts, does not apply to

an employment relationship regulated exclusively by the Eukintian Act on Athletes' Employment.

21. Dereto argued for a dismissal of Jualmuan's claim, as Article 10 of the Act on Athletes' Employment had been complied with and that they had not known of Jualmuan's pregnancy when issuing the information on the non-extension of her employment contract under Article 10 of the Act on 23rd October 2020.

22. The Eukintian Labour Court dismissed Jualmuan's claim. It based its ruling on Article 10 of the Act on Athletes' Employment, and stated that since Article 10 was complied with, Jualmuan's employment relationship ended at the close of the 2020/21 season, i.e., the end of July 2021. It also stated that there was no evidence that Dereto knew of Jualmuan's pregnancy when issuing the non-extension notice, nor had Dereto exercised its rights under Article 10 *contra bonos mores*. Jualmuan appealed this ruling before the Eukintian Labour Court of Appeals, which upheld the ruling of the Labour Court.

23. Having exhausted the procedural remedies available in Eukintian labour law, Jualmuan decided to issue proceedings before the Constitutional Court of Eukintia against the State of Eukintia. She argued that Eukintia had not correctly transposed the framework agreement on fixed-term work concluded on 18 March 1999 ('the Framework Agreement'), set out in the Annex to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, as Article 10 of the Eukintian Act on Athletes' Employment is incompatible with Article 5 of the Framework Agreement as it does not prevent abuse arising from the use of successive fixed-term contracts of employment. She claimed damages in the amount of the income she would have received up until the end of November 2021 had the Act on Fixed Term Contracts applied to her contract. She calculated this on the basis of a permanent employment contract and, as her child was born on May 9th 2021, Dereto could have issued a termination at the earliest on September 10th, and then applying the notice period of two months as required by the Eukintian Act on Labour Law, her employment contract would have ended on November 10th 2021 and she would have received remuneration until that date.

24. The State of Eukintia argued that the Framework Agreement had been transposed correctly into Eukintian law. The State first submitted that employment contracts under Article 10 of the Act on Athletes' Employment are not fixed-term contracts within the meaning of Clause 3 of the Framework Agreement, as, under Article 10, the end date of the employment contract is determined not by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event, but by the declared wish of either party not to extend the employment relationship for another year. If, however, the Framework Agreement were to apply to Article 10, it had been transposed correctly, both in the Eukintian Act on Fixed Term Contracts and in the Eukintian Act on Athletes' Employment. The Article 10 of the Act on Athletes' Employment applies to athletes only, owing to the specific nature of their work, such as addressing the realities of the specific sectoral situation of sports, and is therefore an objective reason justifying the renewal of such contracts or relationships. Further, Article 10 of the Act provides a strong and effective protection for athletes, as terminations may become effective only once a year. Given that under Article 10, the non-extension notice must be issued by the 31st of January the the latest, athletes typically have at least five to six months' notice before the end of their employment relationship, which exceeds the

notice period required by the Eukintian Act on Labour Law. Had the Eukintian Labour Courts established that the information on non-extension under Article 10 of the Act on Athletes' Employment had been issued *contra bonos mores*, which would have been the case had the national court established that the non-extension was issued on the grounds of Jualmuan's pregnancy, it would have been declared null and void by the competent national court.

Disciplinary proceedings against Dereto

25. In addition to this, COURFE initiated disciplinary proceedings against Jualmuan's club, Dereto. On November 26th 2020, Dereto was informed of the decision consisting of the deduction of 21 points for the current Championship season. The case-handler followed the proposal put forward by the Inspector. This was not the most severe disciplinary measure related to a betting issue adopted by COURFE against a club. However, it meant that Dereto, which topped the Table in the league, was relegated to penultimate place, de facto removing any chance of winning the championship. Moreover, it lost the opportunity of signing a contract with the TV chain Ojenkaim, established Costencya. Dereto filed an appeal against the decision before the panel of three arbitrators. The appeal was rejected.

26. Dereto's lawyers then advised the club to file a claim before the Eukintian Competition Court.

The organisation of an EU wide courting competition by COURTTO

27. As already explained, COURFE has a regulatory, supervisory, and disciplinary role over all courting competitions carried out in the EU. According to the COURFE Charter no courting competition can be organised without the authorisation of COURFE. The Charter includes the possibility of third parties to request authorisation to organise a courting match or a courting competition, and it sets out specific procedures to deal with the potential requests for authorisation for the organisation of a competition.

28. On September 16th 2020, COURTTO submitted an application for the organisation of a new closed courting competition at EU level, the "EU Hyper League". To organise the competition COURTTO contacted the best 120 players in the EU in order to form 30 teams. All the players signed agreements with COURTTO by which they agreed to renounce their existing agreements with their own clubs and to play only in the new "EU Hyper League" for a period of at least 5 years. According to the information provided by COURTTO in the application form, the "EU Hyper League" will include a solidarity mechanism that will imply the disbursement of large sums of money to the national courting leagues and the lower divisions in all member States.

29. COURFE examined the request made by COURTTO but refused authorisation of the "EU Hyper League" on the grounds it constituted a cartel between the best EU courting players. According to the decision adopted by COURFE, such competition would destroy the pyramid structure of courting competitions, which is linked to the European model of sports. The fact is that the organisation of the "EU Hyper League" could seriously endanger the attractiveness of the national courting leagues of all the member States of the EU, for they would lose their best players.

30. COURTTO decided not to appeal the decision before the panel of three arbitrators and instead filed a complaint for infringement of EU competition law before the Eukintian Competition Court.

The Eukintian Competition Court

31. The Eukintian Competition Court is a body established by law and fully independent of the government. It has two chambers: the Competition Chamber and the Dispute Resolution Chamber. The cases are dealt with initially by the Competition Chamber, composed of case-handlers and officials. The case-handlers carry out the investigations and propose the measures to be adopted by the Competition Chamber. The officials adopt the final decision on the principle of collegiality.

32. The Dispute Resolution Chamber hears appeals against the decisions of the Competition Chamber. The decisions adopted by the Dispute Resolution Chamber are subject to further appeal before the Appeals Court. Both the Dispute Resolution Chamber and the Appeals Court are formally considered part of the Eukintian judicial system. The officials of the Competition Chamber and the Dispute Resolution Chamber are selected by a competitive process, which differs from the process implemented in Eukintia for the selection of judges and magistrates. The officials of the Eukintia Competition Court follow a rotating system. Every two years the 20 members of the Dispute Resolution Chamber demit office and are replaced by 20 new officials. When these officials are sitting in the Dispute Resolution Chamber, they are called magistrates and cannot be removed except for a limited list of reasons related to their trustworthiness. In appeals against decisions of the Competition Chamber, the officials of the Competition Chamber defend the legality of the decision against the applicants.

Claim by Davosulo against COURFE

33. Davosulo is a betting chain that has developed a growing business both online and with several betting shops around the EU. The Jualmuan betting scandal has caused the company some reputational damage. According to the preliminary analysis made by Davosulo's lawyer, the disciplinary measures imposed by COURFE against Jualmuan and Dereto could constitute a breach of competition and internal market rules of the EU, since they negatively affected the provision of betting services by Davosulo. The company decided to file a complaint against COURFE for infringement of Article 101 TFEU before the national competition authority of Costencya, the Costencyan Consumer and Markets Commission, which adopted a decision rejecting the complaint, since it considered that the measure was justified and proportionate. Davosulo decided not to appeal the decision of the Consumer and Markets Commission but filed a claim before the Commercial Court of Costencya to claim damages from COURFE, with regards to its decision against Jualmuan and Dereto, on the basis of an infringement of the internal market rules of the EU.

COURFE Disciplinary Rules

34. The current version of the COURFE Disciplinary Rules, updated in 2019, contain provisions against betting. Article 23 refers to betting by players and provides as follows:

"1. It is forbidden for any player to undertake any betting activity either related to courting or to any other sport or activity.

2. Betting activity comprises any activity which is related to betting, including betting, supporting betting, or contributing to betting activity.

3. The courting clubs are obliged to adopt any measure to prevent their players from undertaking any betting activity."

35. Article 42(7) considers that "Pursuing any betting activity" is a very serious infringement of the Rules.

36. Article 45(3) of the Rules sets out the following penalties for very serious infringements related to betting by the players and clubs:

"The player may be suspended from playing in any COURFE authorised competition for a period of between three months and three seasons.

The clubs that have not adopted the necessary measures to prevent players from engaging in an infringement may be sanctioned by deduction of between 3 to 24 points for the current season or relegation to the next lower division for the following season."

Proceedings before the Eukintian Competition Court

37. Jualmuan and Dereto filed claims against the disciplinary decisions adopted by COURFE before the Eukintian Competition Court for infringement of Articles 101 and 102 TFEU. The claims were examined together in the same file. The Competition Chamber rejected both claims. Jualmuan and Dereto filed an appeal before the Dispute Resolution Chamber (*Jualmuan* v *COURFE* and *Dereto* v *COURFE*). COURTTO filed a request to intervene in the appeal, which was accepted by the Dispute Resolution Chamber. The allegations of the parties before the Dispute Resolution Chamber are the following:

Jualmuan, Dereto and COURTTO

- The penalties imposed by COURFE upon Jualmuan and Dereto are both a restrictive agreement prohibited by Article 101(1) TFEU, and an abuse of dominant position prohibited by Article 102 TFEU. They restrict the economic activity of the players and the clubs. They also aim at restricting the ability of COURTTO to organise competitions.
- COURFE is an association of undertakings and the penalties imposed are a decision of an association of undertakings within the meaning of Article 101(1) TFEU. The penalties restrict competition because they are disproportionate. They are both a restriction by object and a restriction by effect. The decisions by COURFE have an effect on trade between member States.
- COURFE enjoys a dominant position. By imposing the penalties COURFE has abused its dominant position. The penalties are neither justified nor proportionate.

COURFE

- The penalties imposed by COURFE upon Jualmuan and Dereto are neither a restrictive agreement prohibited by Article 101(1) TFEU, nor an abuse of dominant position prohibited by Article 102 TFEU.

- COURFE is not subject to Articles 101(1) nor 102 TFEU, since it is a sporting organisation, and the penalties are a purely sporting issue.
- The decisions by COURFE imposing a penalty do not restrict competition by object or by effect, and do not have an effect on trade between member States.
- The decisions by COURFE comply in any case with the conditions set out in Article 101(3) TFEU.
- COURFE does not enjoy a dominant position. Even were that the case, it has not engaged in any abuse.
- In any case, the Costencyan Consumer and Markets Commission adopted a decision, which is final, establishing that the measure was not contrary to Article 101 TFEU, since it was justified and proportionate.

38. COURTTO also filed a complementary complaint in the proceedings before the Eukintian Competition Court against the rejection of the authorisation of the "EU Hyper League", for infringement of Articles 101 and 102 TFEU. The Competition Chamber found an infringement of both Articles 101 and 102 TFEU. COURFE filed an appeal before the Dispute Resolution Chamber against that finding (*COURTTO* v *COURFE*).

39. The submissions of the parties before the Dispute Resolution Chamber are as follows:

COURTTO

- The monopoly enjoyed by COURFE in the organisation of courting competitions and the rejection of the authorisation of the "EU Hyper League" are both a restrictive agreement prohibited by Article 101(1) TFEU and an abuse of dominant position prohibited by Article 102 TFEU.
- COURFE is an association of undertakings and the decision not to authorise the competition is a decision of an association of undertakings in the sense of Article 101(1) TFEU. The decision restricts competition since it does not allow any competitor to enter the market. It is both a restriction by object and a restriction by effect. The decision by COURFE has an effect on trade between member States.
- COURFE enjoys a dominant position. By restricting access to the market COURFE has abused its dominant position.

COURFE

- The system for the authorisation of competitions and the decision to reject the authorisation of the "EU Hyper League" are neither a restrictive agreement prohibited by Article 101(1) TFEU nor an abuse of dominant position prohibited by Article 102 TFEU.
- COURFE is not subject to Articles 101(1) or 102 TFEU since it is a sporting organisation and the authorisation system and the decision not to authorise the organisation of the "EU Hyper League" are purely sporting issues.
- The rules and decision by COURFE do not restrict competition either by object or by effect and do not have an effect upon trade between member States. The decision is justified by the fact that the "EU Hyper League" is a cartel, which goes against the pyramid structure of courting competitions.

- The rules and decisions by COURFE comply in any case with the conditions established in Article 101(3) TFEU.
- COURFE does not enjoy a dominant position. Even were that the case, it has not engaged in any abuse.

40. *Jualmuan* v *COURFE*, *Dereto* v *COURFE* and *COURTTO* v *COURFE* were joined by the Dispute Resolution Chamber into a single procedure. Owing to the fact there were various issues related to the interpretation of EU law, the Chamber decided to stay the proceedings and to refer the **following questions to the Court of Justice of the European Union** for a preliminary ruling:

1. Are the disciplinary decisions adopted by a sporting body that has a supervisory and disciplinary role over all competitions carried out in the EU, by which a penalty is imposed on either a player or a club for involvement in betting related activities, in circumstances such as those of the present case, contrary to Articles 101 and/or 102 TFEU? If the practices are contrary to Article 101(1) TFEU, can they be declared compatible with the internal market on the basis of Article 106(2) TFEU? Is it relevant in this regard the fact that a competition authority of another member State has declared in a decision, which is final, that the measure, which is contested , is justified and proportionate in light of Article 101 TFEU?
2. Is the monopoly by a sporting body that has a supervisory and disciplinary role over all competitions carried out in the EU and the decision by that body not to authorise a competition, in circumstances such as those of the present case, contrary to Articles 101 and/or 102 TFEU? If it is contrary to Article 101(1) TFEU, can it be declared compatible with the internal market on the basis of Article 106(2) TFEU?

Proceedings before the Commercial Court of Costencya

41. Davosulo filed a damages claim against COURFE before the Commercial Court of Costencya. It argued that the penalties imposed constitute an infringement of Article 56 TFEU. COURFE argued that its activity is not subject to the internal market rules of the Treaty because (i) it is purely sporting and not economic; (ii) the measures adopted are justified and proportionate; and (iii) in any case, COURFE is an undertaking entrusted with the operation of services of general economic interest. The Commercial Court decided to stay the proceedings and to refer the **following question to the Court of Justice of the EU** for a preliminary ruling:

> Is a disciplinary decision adopted by a sporting body that has a supervisory and disciplinary role over all competitions carried out in the EU, by which a penalty is imposed on either a player or a club for involvement in betting related activities, in circumstances such as those of the present case, contrary to Article 56 TFEU? If contrary to Article 56 TFEU, can it be declared compatible with the internal market on the basis of Article 106(2) TFEU?

Proceedings before the Constitutional Court of Eukintia

42. Last but not least, following the litigation relative to the termination of Jualmuan's contract with Dereto, the Constitutional Court of Eukintia decided to stay the proceedings before it and refer the following question to the Court of Justice for a preliminary ruling:

> Do the provisions of Clause 5 of the framework agreement on fixed-term work concluded on 18 March 1999 ('the Framework Agreement'), which is set out in the Annex to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, preclude national legislation according to which an athlete's employment contract, which has been entered into for a definite period of time and for at least one year, by law extends for a further year unless the sports club or the athlete notify the other party in writing by a date defined by law that the employment contract will not be extended, in which case the employment contract will end at the end of the respective sport's season (Article 10 of the Eukintian Act on Athletes' Employment), when such legislation applies to athletes only, reflects the realities of the specific sectoral situation of sports and affords athletes the protection of a notice period significantly longer than the notice period for employees under a permanent contract under national labour law, considering that a non-extension under Article 10 of the Eukintian Act on Athletes' Employment may be declared null and void by national courts if issued *contra bonos mores*?

43. The orders for reference were successively received by the Registrar of the Court who assigned them case numbers M-22/21, M-23/21 and M-24/21. In accordance with article 23 of the Statute of the Court of Justice, the Registrar notified the parties that Observations are to be submitted to the Court by 23:59 CET on November 25th, 2021.

44. In order to ensure the most efficient running of the written and oral phases of the procedure, the Court has decided to join the cases and invited the parties to treat as one the first question of the Eukintian Competition Court and the question of the Commercial Court of Constencya, to proceed by examining the second question of the Eukintian Competition Court and to conclude with the question relative to the termination of contract.