

Parties to the main proceedings

Applicants: Asma Bougnaoui, Association de défense des droits de l'homme (ADDH)

Defendant: Micropole Univers SA

Question referred

'Must Article 4(1) of Council Directive 78/2000/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation ⁽¹⁾ be interpreted as meaning that the wish of a customer of an information technology consulting company no longer to have the information technology services of that company provided by an employee, a design engineer, wearing an Islamic headscarf, is a genuine and determining occupational requirement, by reason of the nature of the particular occupational activities concerned or of the context in which they are carried out?'

⁽¹⁾ OJ 2000 L 303, p. 16.

**Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 27 April 2015 —
Verein für Konsumenteninformation v Amazon EU Sàrl**

(Case C-191/15)

(2015/C 221/04)

Language of the case: German

Referring court

Oberster Gerichtshof

Parties to the main proceedings

Applicant: Verein für Konsumenteninformation

Defendant: Amazon EU Sàrl

Questions referred

1. In an action for an injunction within the meaning of Directive 2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers' interests ⁽¹⁾ must the law applicable be determined in accordance with Article 4 of Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) ⁽²⁾ where the action is directed against the use of unfair contract terms by an undertaking established in a Member State that in the course of electronic commerce concludes contracts with consumers resident in other Member States, in particular, in the State of the court seised?
2. If Question 1 is answered in the affirmative:
 - 2.1. Must the country in which the damage occurs (Article 4(1) of the Rome II Regulation) be understood as each country towards which the commercial activities of the defendant undertaking are directed, with the result that the clauses challenged must be assessed according to the law of the court seised if the entity qualified to bring an action challenges the use of such clauses in commerce with consumers resident in that country?
 - 2.2. Does a manifestly closer connection (Article 4(3) of the Rome II Regulation) to the law of the country in which the defendant undertaking is established exist where that undertaking's terms and conditions provide that the law of that country shall apply to contracts concluded by the undertaking?

- 2.3. Does a choice of law clause of that kind entail on other grounds that the contractual clauses challenged must be assessed in accordance with the law of the country in which the defendant undertaking is established?
3. If Question 1 is answered in the negative:
- How then must the law applicable to the action for an injunction be determined?
4. Regardless of the answers to the previous questions:
- 4.1. Must a term included in general terms and conditions specifying that a contract concluded in the course of electronic commerce between a consumer and a trader established in another Member State shall be governed by the law of the country in which that trader is established be regarded as unfair within the meaning of Article 3(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ⁽³⁾?
- 4.2. Is the processing of personal data by an undertaking that in the course of electronic commerce concludes contracts with consumers resident in other Member States, in accordance with Article 4(1)(a) of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ⁽⁴⁾, and regardless of the law that otherwise applies, governed exclusively by the law of the Member State in which the establishment of the undertaking is situated in whose framework the processing takes place or must the undertaking also comply with the data protection rules of those Member States to which its commercial activities are directed?

⁽¹⁾ OJ 2009 L 110, p. 30.

⁽²⁾ OJ 2007 L 199, p. 40.

⁽³⁾ OJ 1993 L 95, p. 29.

⁽⁴⁾ OJ 1995 L 281, p. 31.

Request for a preliminary ruling from the Simvoulio tis Epikratias (Greece) lodged on 29 April 2015 — Anonimi Geniki Etairia Tsimenton Iraklis (AGET Iraklis) v Ipourgos Ergasias, Kinonikis Asfalis kai Kinonikis Allilengiis

(Case C-201/15)

(2015/C 221/05)

Language of the case: Greek

Referring court

Simvoulio tis Epikratias

Parties to the main proceedings

Applicant: Anonimi Geniki Etairia Tsimenton Iraklis (AGET Iraklis)

Defendant: Ipourgos Ergasias, Kinonikis Asfalis kai Kinonikis Allilengiis

Questions referred

1. Is a national provision, such as Article 5(3) of Law No 1387/1983, which lays down as a condition in order for collective redundancies to be effected in a specific undertaking that the administrative authorities must authorise the redundancies in question on the basis of criteria as to (a) the conditions in the labour market, (b) the situation of the undertaking and (c) the interests of the national economy compatible with Directive 98/59/EC ⁽¹⁾ in particular and, more generally, Articles 49 TFEU and 63 TFEU?