

Question referred

Do Articles 18 (ex Article 12 TEC) and 49 (ex Article 43 TEC) TFEU preclude national legislation which, like Article 30(1) (5) of legge 23 dicembre 1994, n. 724 (Law No 724 of 23 December 1994), in the version applicable *ratione temporis*, prior to the amendments introduced by legge 27 dicembre 2006, n. 296 (Law No 296 of 27 December 2006), excludes from the measures to prevent tax avoidance by non-operational companies — based on minimum revenue and income thresholds relative to the value of specific corporate assets, which, if not met, is a sign that the company is non-operational and means that the taxable income must be determined by way of presumption — only companies and entities whose securities are traded on Italian regulated markets and not companies and entities whose securities are traded on foreign regulated markets, as well as the companies that control or are controlled by, even indirectly, those listed companies and entities?

Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 15 July 2021 — easyJet Airline Company Ltd. v HG

(Case C-435/21)

(2021/C 422/07)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Appellant on a point of law: easyJet Airline Company Ltd.

Respondent in the appeal on a point of law: HG

The case was removed from the register of the Court of Justice by order of the President of the Court of 10 August 2021.

Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 20 July 2021 — Maximilian Schrems v Facebook Ireland Ltd

(Case C-446/21)

(2021/C 422/08)

Language of the case: German

Referring court

Oberster Gerichtshof

Parties to the main proceedings

Appellant on a point of law: Maximilian Schrems

Respondent in the appeal on a point of law: Facebook Ireland Ltd

Questions referred

1. Are the provisions of Article 6(1)(a) and (b) of the General Data Protection Regulation (GDPR) ⁽¹⁾ to be interpreted as meaning that the lawfulness of contractual provisions in general terms of service for platform agreements such as that in the main proceedings (in particular, contractual provisions such as: 'Instead of paying ... by using the Facebook Products covered by these Terms you agree that we can show you ads ... We use your personal data ... to show you ads that are more relevant to you.') which provide for the processing of personal data with a view to aggregating and analysing it for the purposes of personalised advertising must be assessed in accordance with the requirements of Article 6(1)(a) of the GDPR, read in conjunction with Article 7 thereof, which cannot be replaced by invoking Article 6(1)(b) thereof?

2. Is Article 5(1)(c) of the GDPR (data minimisation) to be interpreted as meaning that all personal data held by a platform such as that in the main proceedings (by way of, in particular, the data subject or third parties on and outside the platform) may be aggregated, analysed and processed for the purposes of targeted advertising without restriction as to time or type of data?
3. Is Article 9(1) of the GDPR to be interpreted as applying to the processing of data that permits the targeted filtering of special categories of personal data such as political opinions or sexual orientation (for advertising, for example), even if the controller does not differentiate between those types of data?
4. Is Article 5(1)(b) of the GDPR, read in conjunction with Article 9(2)(e) thereof, to be interpreted as meaning that a statement made by a person about his or her own sexual orientation for the purposes of a panel discussion permits the processing of other data concerning sexual orientation with a view to aggregating and analysing the data for the purposes of personalised advertising?

(¹) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ 2016 L 119, p. 1).

Request for a preliminary ruling from the Tribunale ordinario di Vercelli (Italy) lodged on 20 July 2021 — UC v Ministero dell'Istruzione

(Case C-450/21)

(2021/C 422/09)

Language of the case: Italian

Referring court

Tribunale ordinario di Vercelli

Parties to the main proceedings

Applicant: UC

Defendant: Ministero dell'Istruzione

Questions referred

1. Is clause 4(1) of the framework agreement on fixed-term work concluded on 18 March 1999, annexed to Council Directive 1999/70/EC of 28 June 1999, (¹) to be interpreted as precluding national legislation, such as that contained in Article 1(121) of legge n. 107/2015 (Law No 107/2015), which expressly excludes the recognition and payment of additional remuneration of EUR 500 for teaching staff hired by the Ministero dell'Istruzione (Italian Ministry of Education) on fixed-term contracts, since such additional remuneration is solely for the training and continuous professional development of staff hired on contracts of indefinite duration?
2. Is additional remuneration of EUR 500 per year, such as that provided for in Article 1(121) of Law No 107/2015 [and Article] 2 of decreto legge n. 22/2020 (Decree-Law No 22/2020), ('the teacher's electronic card'), which is intended to be used to purchase training materials and services aimed at developing professional skills and to purchase connectivity services, to be considered covered by the employment conditions referred to in clause 4(1) of the framework agreement on fixed-term work concluded on 18 March 1999?
3. In the event that this allowance is deemed not to be covered by the abovementioned employment conditions, is clause 6 of the framework agreement on fixed-term work, concluded on 18 March 1999, in conjunction with Article 150 [TEC], Article 14 of the Charter of Fundamental Rights of the European Union and Article 10 of the European Social Charter, to be interpreted as precluding a provision of national law, such as that contained in Article 1(121) of Law No 107/2015, which gives only workers with an employment contract or relationship of indefinite duration the right to receive funding for training, despite the fact that they are in a comparable situation to that of fixed-term workers?