According to the applicant the contested decision infringes Article 151(4) EC in that the Commission did not sufficiently take into account the consequences for cultural diversity in Europe in requiring termination of the alleged concerted practice on the territorial delineation of mandates granted by EEA collecting societies to other EEA collecting societies to issue licences of their repertoire for satellite, cable and internet use. Moreover, the applicant claims that the decision will harm cultural diversity in Europe, since authors of music of a less extensive cultural appeal will lose the certainty they have under the current system, that their music will be licensed and that revenues will be received in respect of all the territories in which their music may be performed.

The applicant further submits that the Commission should have taken into account the fact that the restriction of competition it identified is fictitious or, at most, marginal. In deed, in the applicant's submission, there is no restriction of competition within the meaning of Article 81(1) EC. Hence, the applicant claims that the Commission committed an error of law, or a manifest error of appreciation, when applying the aforementioned provision. Finally, the applicant contends that the Commission could have lawfully exempted the concerted practice pursuant to Article 81(3) EC. By not doing so, it needlessly caused harm to cultural diversity in Europe.

(1) International Confederation of Societies of Authors and Composers.

Action brought on 10 October 2008 — Commission v Acentro Turismo

(Case T-460/08)

(2008/C 313/94)

Language of the case: Italian

Parties

Applicant: Commission of the European Communities (represented by: A. Aresu, A. Caeiros, acting as Agents)

Defendant: Acentro Turismo SpA (Milan, Italy)

Form of order sought

— order Acentro Turismo SpA to pay the sum of EUR 13 497,46 by way of capital;

— order that company to pay the sum of EUR 2 278,55 in default interest payable up to the date of lodging of the present application, and default interest which will be payable after the date of lodging of this application up to the date of the actual payment of the capital, to be quantified ultimately on the basis of the interest rate established by Italian law;

— order that company to pay default interest on the aforesaid interest payable up to the date of lodging of the present application, to be quantified ultimately on the basis of the interest rate established by Italian law;

— order that company to pay the costs.

Pleas in law and main arguments

By the present application the European Commission, as representative of the European Atomic Energy Community (Euratom), asks the Court to order the company incorporated under Italian law, Acentro Turismo SpA, to pay the sum of EUR 13 497,46, plus default interest, owed on the basis of the rules relating to performance laid down by contract No 349-90-04 TL ISP I for the provision of services, concluded in 1990 and intended to give that company the functions of travel agent on the Ispra site.

The Commission submits in that regard that Acentro did not honour two invoices, issued by the Commission itself on the basis of Article 8 of the contested contract, and that the existence of that credit is sufficiently proven with regard to the content of that contract and the credit in question is therefore irrefutable, liquid and collectable.

Action brought on 13 October 2008 — Zeta Europe v OHIM (Superleggera)

(Case T-464/08)

(2008/C 313/95)

Language in which the application was lodged: Italian

Parties

Applicant: Zeta Europe BV (Het Ambacht, Netherlands) (represented by V. Bilardo, C. Bacchini and M. Mazzitelli, lawyers)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs)