C/2026/2001

13.4.2026

Request for a preliminary ruling from the Landgericht Erfurt (Germany) lodged on 2 December 2025 – RR v Tipico Co. Ltd

(Case C-778/25, Tipico)

(C/2026/2001)

Language of the case: German

Referring court

Landgericht Erfurt

Parties to the main proceedings

Applicant: RR

Defendant: Tipico Co. Ltd

Questions referred

1. Is Article 56 TFEU to be interpreted as precluding the application of a Member State's legislation and case-law which, in general, makes the organising of sports betting subject to official authorisation and which, in particular, attaches to the infringement of that authorisation obligation the legal consequence comprising the nullity of contracts governed by private law for bets of sporting events where

   (a) under national law, that authorisation can only be obtained in a single licensing procedure,

   (b) but an administrative court has prohibited the granting of that authorisation on the grounds of procedural deficiencies, because the conduct of the procedure did not observe the principles of equal treatment, of non-discrimination on grounds of nationality and/or of transparency, and/or

   (c) the provisions which established the State monopoly on the organisation and brokerage of sports betting, deemed by the national courts to be contrary to EU law, in fact, continued to be applied during that time, and

   (d) the economic operator, in respect of which the legislation is applied, holds a licence to organise sports betting granted by another EU Member State (here, Malta)?

2. Would an answer to question 1 in the affirmative also entail that the freedom to provide services of a games of chance operator established in another Member State of the European Union precludes that a contract governed by private law for bets on sporting events, concluded on the Internet, without the authorisation required to this effect by national law, be regarded as null and void so that stakes which have been placed can be recovered?

3. Does it follow from a legal situation such as that described in question 1 that the freedom to provide services of an operator of games of chance established in another Member State of the European Union precludes that an obligation to pay compensation be based on the infringement of a national prior authorisation scheme, such as that described in question 1, where the purpose of that scheme is to protect the consumer (player)?

4. Does it have an effect on the justification for restricting the freedom to provide services under Article 56 TFEU and in the light of the principle of legal certainty enshrined in EU law if, instead of a restriction (prior authorisation and prohibition of games of chance on the Internet) contrary to EU law, a civil law penalty is imposed in the form of nullity of the cross-border contract for the provision of services, because, during the period at issue, statutory requirements were not observed which are contained in legislation addressed to the public authority (such as Paragraph 4(5) of the Glücksspielstaatsvertrag 2012 (State Treaty (inter-*Länder* agreement) on Gambling in Germany; 'the GlüStV 2012'), are set out by that authority in the authorisation still to be granted to the organiser and are applicable to the organiser in accordance with that authorisation, and which need to be clarified in terms of their content and scope in the licence, as is the case for the maximum limit on stakes while it remained applicable (Paragraph 4(5)(2) of the GlüStV 2012)?

5. From the point of view of proportionality, is it compatible with the prohibition of abuse of rights which is provided for in EU law and the justification requirements for restricting the freedom to provide services to recognise the recipient of cross-border services (here, sports betting) after that recipient has had recourse to those services, a right based on unjust enrichment, namely the right to seek recovery of the payment (the stake) for the cross-border service (here, sports betting as recreation and a game of chance), in order to

   — obtain, in the consumer's forum of jurisdiction under Articles 17 and 18 of Regulation (EU) ([1]) No 2015/2012, a civil law penalty, comprising nullity of contract (Paragraph 134 of the Bürgerliches Gesetzbuch (German Civil Code) on the grounds of infringement of a national prohibition,

   — replacing, as a civil law penalty, administrative and criminal penalties contrary to EU law,

   — which affect only the provider of the service, which is licensed in its Member State of establishment (here, Malta) and subject to the provisions of that Member State which seek to protect service recipients,

   — although the underlying criminal prohibition of unauthorised gaming applies to both contracting parties and both of them have infringed it,

   — whereas recipients would have the choice, depending on the outcome of bets, to either demand cancellation if they lost, or rely on the validity of the betting contracts if they won?

6. From the point of view of proportionality, is it compatible with the justification requirements for restricting the freedom to provide services to apply the civil law penalty of nullity of contract where the infringement of a rule to protect players (such as the rule prohibiting the offer of links to other games of chance) which is relied on is not what caused the loss which is to be reimbursed, and/or to extend that penalty across the entirety of the offer, even where the infringement relates only to individual bets?

7. Is the freedom to provide services to be interpreted as meaning that the licensing requirement is, at the very least, unenforceable against an economic operator where it is based on the provision in law that the number of licences which may be granted is limited (specifically 20), in order to combat the existing black market without contributing to an expansion of the gaming market (Paragraph 10a(3) of the GlüStV 2012),

   but

   — the Member State has not presented the economic operator, before the courts seised by him, with any reasons why the number of licences is limited to 20 or otherwise comprehensibly explained what findings justify that particular limitation,

   and

   — that economic operator participated in the licensing procedure, satisfied all the licensing conditions and provided evidence to that effect, but was granted no such licence?

   Must it not be held in a case of that nature that, even in a situation such as that described, the lack of a licence cannot be relied on under civil law when assessing the effectiveness of contractual relationships like the conclusion of bets?

8. Is the freedom to provide services, considered in conjunction, as appropriate, with the imperative of effective legal protection, to be interpreted as meaning that a prior authorisation requirement which restricts the exercise of that freedom is in any event unenforceable where there is no guarantee that judicial enforcement of an authorisation procedure which complies with the requirements of EU law will take no longer than the fixed period of validity of the licence being sought?

   Is it not the case that that must apply, in any event, where the Member State itself, by the recourse to legal protection, extends the period such that the intended objective of legal protection can no longer be attained *ratione temporis*?

([1]) Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) (OJ 2012 L 351, p. 1).

In the alternative to questions 7 and 8:

Is it not the case that that must apply, in any event, where the courts of the Member State consider the licensing authority unable on constitutional grounds to take licensing decisions and prevent it from so doing, with the result that licences cannot be awarded, as the competent Hessischer Verwaltungsgerichtshof (Higher Administrative Court of Hesse, Germany) did by its order of 16 October 2015 (8 B 1028/15, p. 11 et seq.)?

9. Does it have an effect

(a) on questions 1 to 3 if the monopoly deemed to be in place (and contrary to EU law) (*Ince*, C-336/14, paragraph 95, third point of the operative part) ceases to exist,

(b) on questions 1 to 3 if, in the event of the persistence in practice of a monopoly contrary to EU law, the non-award of licences is based on other legal defects in the establishment of the procedure which are not rooted in EU law, as the Higher Administrative Court of Hesse found,

(c) on question 2 if the monopoly (contrary to EU law) which persists in practice (*Ince*, C-336/14, paragraph 95, third point of the operative part) is not offered via the Internet or, at the very least, is not permitted to be offered via that distribution channel, on which the bets referred to in question 2 are concluded?