

standards for the protection of the health of workers and the general public against the dangers arising from ionising radiation (OJ 1996 L 159, p. 1) and to apply those provisions to workers involved in the nuclear accident at Thule (Greenland), in disregard of the resolution of the European Parliament of 20 May 2007 on the consequences of that accident on public health (Petition 720/2002, 2006/2012 (INI)).

### **Operative part**

1. The appeals are dismissed.
2. Mr Eriksen, Mr Hansen and Ms Lind are ordered to pay the costs.

### **Judgment of the Court (Fifth Chamber) of 13 January 2011 — Media-Saturn-Holding v OHIM**

#### **(Case C-92/10P)**

(Appeal — Community trade mark — Absolute ground for refusal — Lack of distinctive character — Mark consisting of an advertising slogan and composed of elements individually devoid of any distinctive character — Figurative sign 'BEST BUY')

1. *Appeals — Grounds — Mistaken assessment of the facts — Inadmissibility — Review by the Court of Justice of the assessment of the facts put before the Court of First Instance — Possible only where the clear sense of the evidence has been distorted (Art. 256 TFEU; Statute of the Court of Justice, Art. 58, first para.) (see para. 27)*
2. *Appeals — Grounds — Plea submitted for the first time in the context of the appeal — Inadmissibility (see para. 39)*

**Re:**

Appeal brought against the judgment of the General Court (Fourth Chamber) of 15 December 2009 in Case T-476/08 *Media-Saturn v OHIM (BEST BUY)* by which that court dismissed the action against the decision of the Fourth Board of Appeal of OHIM, of 28 August 2008, dismissing the appeal against the examiner's decision which refused the registration of the figurative sign 'BEST BUY' as a Community trade mark for goods and services in Classes 1, 2, 5 to 12, 14 to 17, 20 to 22, 27, 28, 35, 37, 38 and 40 to 42 — distinctive character of a mark consisting of an advertising slogan and composed of elements individually devoid of any distinctive character.

**Operative part**

The Court:

1. Dismisses the appeal;
2. Orders Ifemy's Holding GmbH to pay the costs.

**Order of the Court (Sixth Chamber) of 18 January 2011 —  
Berkizi-Nikolakaki v Anotato Symvoulío epilogis prosopikou and  
Aristoteleio Panepistimio Thessalonikis**

**(Case C-272/10)**

(Article 104(3) of the Rules of Procedure — Social policy — Article 155(2) TFEU — Directive 1999/70/EC — Clause 8 of the framework agreement on fixed-term work — Fixed-term employment contracts in the public sector — Successive contracts — Abuse — Penalties — Conversion into an employment contract of indefinite duration — Detailed procedural rules — Time-limit — Principles of equivalence and effectiveness — Reduction in the general level of protection afforded to workers)