Reference for a preliminary ruling from the Înalta Curte de Casație și Justiție (Romania) lodged on 7 June 2010 — Circul Globus București (Circ & Variete Globus București) v Uniunea Compozitorilor și Muzicologilor din România — Asociația pentru Drepturi de Autor — U.C.M.R. — A.D.A.

(Case C-283/10)

(2010/C 234/40)

Language of the case: Romanian

Referring court

Înalta Curte de Casație și Justiție

Parties to the main proceedings

Applicant: Circul Globus București (Circ & Variete Globus București)

Defendant: Uniunea Compozitorilor și Muzicologilor din România — Asociația pentru Drepturi de Autor — U.C.M.R. — A.D.A.

Question referred

Is Article 3(1) of Directive 2001/29/EC [1] of the European Parliament and of the Council of 22 May 2001 to be interpreted to the effect that 'communication to the public' means:

(a) exclusively communication to the public where the public is not present at the place where the communication originates, or

(b) also any other communication of a work which is carried out directly in a place open to the public using any means of public performance or direct presentation of the work?

In the event that point (a) represents the correct meaning, does that mean that the acts, referred to in point (b), by which works are communicated directly to the public do not fall within the scope of that directive or that they do not constitute communication of a work to the public, but rather the public performance of a work, within the meaning of Article 11(1)(i) of the Berne Convention?

In the event that point (b) represents the correct meaning, does Article 3(1) of the directive permit Member States to make statutory provision for the compulsory collective management of the right to communicate musical works to the public, irrespective of the means of communication used, even though that right can be and is managed individually by authors, no provision being made for authors to be able to exclude their works from collective management?

[1] Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (OJ 2001 L 167, p. 10).

Reference for a preliminary ruling from the Tribunal Judicial de Amares (Portugal) lodged on 17 June 2010 — Cristiano Marques Vieira v Companhia de Seguros Tranquilidade SA

(Case C-299/10)

(2010/C 234/41)

Language of the case: Portuguese

Referring court

Tribunal Judicial de Amares

Parties to the main proceedings

Applicant: Cristiano Marques Vieira

Defendant: Companhia de Seguros Tranquilidade SA

Question referred

In a motor vehicle collision in which none of the drivers is liable for the accident on the basis of fault, and which has caused personal injury and material loss to one of the drivers (the injured party claiming compensation, who is a minor), is it contrary to Community law, in particular Article 3(1) of

the First Directive (Directive 72/166/EEC), [1] Article 2(1) of the Second Directive (84/5/EEC) [2] and Article 1 of the Third Directive (90/232/EEC), [3] as those provisions have been interpreted by the Court of Justice of the European Communities, for it to be possible to apportion liability for risk (Article 506(1) and (2) of the Código Civil (Portuguese Civil Code)) with a direct impact on the amount of compensation to be awarded to the injured party for the material and non-material loss resulting from the personal injuries suffered (since that apportionment of liability for risk will entail a commensurate reduction in the amount of compensation)?

(b) having regard to the fact that it has been established that when the two vehicles involved collided, because of that collision and because he had not fastened his seat-belt, that passenger struck his head with force against the windscreen, breaking it, which resulted in deep cuts to his head and face?

(c) and having regard to the fact that, one of the vehicles involved not being covered by valid and effective insurance with any insurer at the date of the accident, the defendants and respondents in the proceedings include, in addition to the insurer of the other vehicle involved, the owner of the uninsured vehicle, its driver and the Fundo de Garantia Automóvel, who and which may, in so far as strict liability is concerned, be jointly and severally liable to pay such compensation?

[1] Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability (OJ, English Special Edition 1972 (II), p. 360).

[2] Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (OJ 1984 L 8, p. 17).

[3] Third Council Directive 90/232/EEC of 14 May 1990 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (OJ 1990 L 129, p. 33).

Reference for a preliminary ruling from the Tribunal da Relação de Guimarães (Portugal) lodged on 17 June 2010 — Vítor Hugo Marques Almeida v Companhia de Seguros Fidelidade-Mundial SA, Jorge Manuel da Cunha Carvalheira, Paulo Manuel Carvalheira, Fundo de Garantia Automóvel

(Case C-300/10)

(2010/C 234/42)

Language of the case: Portuguese

Referring court

Tribunal da Relação de Guimarães

Parties to the main proceedings

Applicant: Vítor Hugo Marques Almeida

Defendants: Companhia de Seguros Fidelidade-Mundial SA, Jorge Manuel da Cunha Carvalheira, Paulo Manuel Carvalheira, Fundo de Garantia Automóvel

Questions referred

(a) Must Articles 3(1) of the First Directive (72/166/EEC), [1] 2(1) of the Second Directive (84/5/EEC) [2] and 1 and 1a of the Third Directive (90/232/EEC) [3] be interpreted to the effect that they preclude national civil law, in particular through the rules laid down in Articles 503(1), 504, 505 and 570 of the Civil Code, from providing that if, when two vehicles collide, the event is not attributable to the fault of either driver, and it gives rise to personal injury to the passenger in one of the vehicles (the injured person seeking compensation), the compensation to which the latter is entitled is to be refused or limited, on the ground that that passenger has contributed to the occurrence of the injury, for he was travelling in the vehicle, in the front passenger seat, without fastening his seat-belt as required by national legislation?

[1] Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability (OJ, English Special Edition 1972 (II), p. 360).

[2] Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (OJ 1984 L 8, p. 17).

[3] Third Council Directive 90/232/EEC of 14 May 1990 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (OJ 1990 L 129, p. 33).

Action brought on 25 June 2010 — European Commission v Grand Duchy of Luxembourg

(Case C-305/10)

(2010/C 234/43)

Language of the case: French

Parties

Applicant: European Commission (represented by: V. Peere and M. van Beek, Agents)