2. Does the answer to the first question depend on whether the different legal position in one Land removes altogether or significantly undermines the effectiveness of the restrictions on the marketing of games of chance on the internet in force in the other Länder in achieving the legitimate public interest objectives which they pursue?

If the answer to the first question is in the affirmative:

3. Is the inconsistency avoided by the Land with the divergent regulation adopting the restrictions on games of chance in force in the rest of the Länder, ever where, in relation to the administrative licensing contracts already concluded there, the previous more generous rules on internet games of chance in that Land remain in force for a transitional period of several years because those authorisations cannot be revoked, or cannot be revoked without incurring compensation payments which the Land would find difficult to bear?

4. Does the answer to the third question depend on whether, during the transition period of several years, the effectiveness of the restrictions on games of chance in force in the other Länder is removed altogether or significantly undermined?

Request for a preliminary ruling from the Tribunale Amministrativo Regionale per la Puglia (Italy) lodged on 29 March 2013 — Idrodinamica Spurgo Velox and Others v Acquedotto Pugliese SpA

(Case C-161/13)

(2013/C 189/04)

Language of the case: Italian

Referring court

Tribunale Amministrativo Regionale per la Puglia

Parties to the main proceedings

Applicants: Idrodinamica Spurgo Velox and Others

Defendants: Acquedotto Pugliese SpA

Questions referred

1. Must Articles 1, 2a, 2c and 2f of Directive 1992/13/EEC [1] be interpreted as meaning that time for the purposes of bringing proceedings for a declaration that there has been an infringement of the rules governing the award of public procurements contracts runs from the date on which the applicant became aware — or, through the exercise of ordinary diligence, ought to have become aware — of the existence of that infringement?

2. Do Articles 1, 2a, 2c and 2f of Directive 1992/13/EEC preclude provisions of national procedural law, or interpretative practices, […] which allow the court to declare inadmissible an action for a declaration that there has been an infringement of the rules governing the award of public contracts, where, as a result of the conduct of the contracting authority, the applicant became aware of the infringement after the formal communication of the essential elements of the decision definitively awarding the contract?

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[1] Council Directive 92/13/EEC of 25 February 1992 coordinating the laws, regulations and administrative provisions relating to the application of Community rules on the procurement procedures of entities operating in the water, energy, transport and telecommunications sectors (OJ1992 L 76, p. 14).

Request for a preliminary ruling from the Centrale Raad van Beroep (Netherlands) lodged on 12 April 2013 — Raad van bestuur van de Sociale verzekeringsbank v L.F. Evans

(Case C-179/13)

(2013/C 189/05)

Language of the case: Dutch

Referring court

Centrale Raad van Beroep

Parties to the main proceedings

Applicant: Raad van bestuur van de Sociale verzekeringsbank (Svb)

Defendant: L.F. Evans

Questions referred

1. Must Article 2 and/or Article 16 of Regulation 1408/71 [1] be construed as meaning that a person like Evans, who is a national of a Member State, who exercised her right of freedom of movement for workers, to whom the social security legislation of the Netherlands was applicable and who then went to work as a member of the service staff of the Consulate General of the United States of America in the Netherlands, from the commencement of such work no longer falls under the personal scope of Regulation 1408/71?

If not:

2. (a) Must Article 3 of Regulation 1408/71 and/or Article 7(2) of Regulation No 1612/68 [2] be construed as meaning that the application of privileged status to Evans, which in this case consists inter alia of not being compulsorily insured for the purposes of social security and of not paying contributions in that regard, should be considered a sufficient justification for discriminating on grounds of nationality?

(b) What significance must be attached in that regard to the fact that in December 1999 Evans, when asked, opted for the continuation of the privileged status?

(1) Council Regulation of 14 June 1971 on the application of social security schemes to employed persons, to self-employed persons and to members of their families moving within the Community (OJ 1971 L 149, p. 2).

(2) Council Regulation of 15 October 1968 on freedom of movement for workers within the Community (OJ, English Special Edition 1968(II), p. 475).

Reference for a preliminary ruling from the Industrial Tribunals (Northern Ireland) (United Kingdom) made on 12 April 2013 — Valerie Lyttle, Sarah Louise Halliday, Clara Lyttle, Tanya McGerty v Bluebird UK Bidco 2 Limited

(Case C-182/13)

(2013/C 189/06)

Language of the case: English

Referring court

Industrial Tribunals (Northern Ireland)

Parties to the main proceedings

Applicants: Valerie Lyttle, Sarah Louise Halliday, Clara Lyttle, Tanya McGerty

Defendant: Bluebird UK Bidco 2 Limited

Questions referred

1. In the context of Article 1(1)(a)(ii) of Council Directive 98/59/EC (1), does 'establishment' have the same meaning as it has in the context of Article 1(1)(a)(i) of that Directive?

2. If not, can 'an establishment', for the purposes of Article 1(1)(a)(ii), be constituted by an organisational sub-unit of an undertaking which consists of or includes more than one local employment unit?

3. In Article 1(1)(a)(ii) of the Directive, does the phrase 'at least 20' refer to the number of dismissals across all of the employer's establishments, or does it instead refer to the number of dismissals per establishment? (In other words, is the reference to '20' a reference to 20 in any particular establishment, or to 20 overall?)

(1) Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies OJ L 225, p. 16

Request for a preliminary ruling from the Supremo Tribunal Administrativo (Portugal) lodged on 12 April 2013 — Fazenda Pública v Banco Mais SA

(Case C-183/13)

(2013/C 189/07)

Language of the case: Portuguese

Referring court

Supremo Tribunal Administrativo

Parties to the main proceedings

Applicant: Fazenda Pública

Defendant: Banco Mais SA

Question referred:

In a financial leasing contract under which the customer pays rent, the latter comprising financial payback, interest and other charges, does or does not the rent paid fall to be taken into account, in its entirety, in the denominator of the deductible proportion or, conversely, must only interest be taken into account, since it constitutes the remuneration, the profit, accruing to the bank from the leasing contract?

Request for a preliminary ruling from the Juzgado de lo Social de Barcelona (Spain) lodged on 15 April 2013 — Antonio Márquez Somohano v Universitat Pompeu Fabra

(Case C-190/13)

(2013/C 189/08)

Language of the case: Spanish

Referring court

Juzgado de lo Social de Barcelona

Parties to the main proceedings

Applicant: Antonio Márquez Somohano

Defendant: Universitat Pompeu Fabra

Questions referred

1. Must clause 5 of the Framework Agreement on fixed-term work annexed to Council Directive 1999/70/EC (1) of 28 June 1999 be interpreted as precluding national legislative provisions such as Articles 48 and 53 of Ley Orgánica 6/2001 de Universidades of 21 December 2001, which do not provide for a maximum duration for successive employment contracts, in circumstances where there are no domestic legal measures in place to prevent abuse arising from the use of successive fixed-term employment contracts for university lecturers?