

**Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on
22 October 2020 — UAB Tiketa v M.Š., VšĮ Baltic Music**

(Case C-536/20)

(2021/C 19/26)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Appellant on a point of law: UAB Tiketa

Other parties in the appeal on a point of law: M.Š., VšĮ Baltic Music

Questions referred

1. Is the concept of a trader defined in Article 2(2) of Directive 2011/83 ⁽¹⁾ to be construed as meaning that a person acting as an intermediary when a consumer purchases a ticket may be regarded as a trader bound by the obligations set out in Directive 2011/83 and, accordingly, as a party to the sales contract or service contract against whom the consumer may file a claim or bring an action?
 - 1.1. Is it relevant for the interpretation of the concept of a trader defined in Article 2(2) of Directive 2011/83 whether the person acting as an intermediary when a consumer purchases a ticket has, before the consumer is bound by a distance contract, provided that consumer, in a clear and comprehensible manner, with all information on the main trader as laid down in Article 6(1)(c) and (d) of Directive 2011/83?
 - 1.2. Is the fact of intermediation to be deemed to have been disclosed in the case where the person involved in the process of the ticket purchase, before the consumer is bound by a distance contract, provides the name and legal form of the main trader as well as the information that the main trader assumes full responsibility for the event, its quality and content and information provided thereon and indicates that it itself acts only as a ticket distributor and is a disclosed agent?
 - 1.3. May the concept of a trader defined in Article 2(2) of Directive 2011/83 be construed as meaning that, given the legal relationship of twofold service (ticket distribution and event organisation) between the parties, both the ticket vendor and the event organiser can be deemed to be traders, that is to say, parties to the consumer contract?
2. Is the requirement to provide information and to make that information available to the consumer in plain and intelligible language, as laid down in Article 8(1) of Directive 2011/83, to be construed and applied in such a way that the obligation to inform the consumer is considered to be fulfilled properly where such information is provided in the intermediary's rules on the provision of services made available to the consumer on the website tiketa.lt before the consumer makes the payment confirming that he or she has become acquainted with the intermediary's rules on the provision of services and undertaking to respect them as part of the terms and conditions of the transaction to be concluded by means of a so-called 'click-wrap' agreement, that is to say, by actively ticking a specific box in the online system and clicking on a specific link?
 - 2.1. Is it relevant for the interpretation and application of this requirement that such information is not provided on a durable medium and that there is no subsequent confirmation of the contract that contains all the information necessary under Article 6(1) of Directive 2011/83 on a durable medium as required under Article 8(7) of Directive 2011/83?
 - 2.2. Under Article 6(5) of Directive 2011/83, does that information provided in the intermediary's rules on the provision of services form an integral part of the distance contract irrespective of whether that information is not provided on a durable medium and/or there is no subsequent confirmation of the contract on a durable medium?

⁽¹⁾ OJ 2011 L 304, p. 64.