

**Request for a preliminary ruling from the Juzgado de lo Mercantil No 1 de Palma de Mallorca (Spain)
lodged on 12 January 2023 — Eventmedia Soluciones, S.L. v Air Europa Líneas Aéreas, S.A.U.**

(Case C-11/23, Eventmedia Soluciones)

(2023/C 155/33)

Language of the case: Spanish

Referring court

Juzgado de lo Mercantil No 1 de Palma de Mallorca

Parties to the main proceedings

Applicant: Eventmedia Soluciones, S.L.

Defendant: Air Europa Líneas Aéreas, S.A.U.

Questions referred

1. Can the inclusion in the contract of carriage by air of a clause such as the clause in question be regarded as an inadmissible exception within the meaning of Article 15 of Regulation (EC) No 261/2004, ⁽¹⁾ on the ground that it limits the carrier's obligations by limiting the possibility for passengers to receive compensation for the cancellation of a flight by transferring the claim?
2. Can Article 7(1) in conjunction with Articles 5(1)(c) and 5(3) of Regulation (EC) No 261/2004 be interpreted as meaning that the payment of compensation for the cancellation of a flight to be paid by the operating carrier is an obligation imposed by the Regulation irrespective of the existence of a contract of carriage with the passenger and of the culpable breach of the air carrier's contractual obligations?

In the alternative, in the event that that clause is considered to not constitute an inadmissible exception within the meaning of Article 15 of Regulation (EC) No 261/2004 or it is held that the right to compensation is of a contractual nature, the following question is referred for a preliminary ruling:

3. Must Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ⁽²⁾ be interpreted as meaning that a national court hearing an action regarding the right to compensation for the cancellation of a flight provided for in Article 7(1) of Regulation (EC) No 261/2004 is required to review of its own motion whether a clause in the contract of carriage that does not allow the passenger to transfer their rights is unfair, where the claim is brought by the transferee, who, unlike the transferor, is not a consumer or user?
4. If it is appropriate to carry out a review of the court's own motion, may the obligation to inform the consumer and establish whether they claim that the clause is unfair or consent to it be disregarded in the light of the conclusive act of having transferred their claim in breach of any unfair term that does not permit the claim to be transferred?

⁽¹⁾ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

⁽²⁾ OJ 1993 L 95, p. 29.

**Request for a preliminary ruling from the Wojewódzki Sąd Administracyjny w Gliwicach (Poland)
lodged on 18 January 2023 — F S.A. v Dyrektor Krajowej Informacji Skarbowej**

(Case C-18/23, Dyrektor Krajowej Informacji Skarbowej)

(2023/C 155/34)

Language of the case: Polish

Referring court

Wojewódzki Sąd Administracyjny w Gliwicach