

Reference for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 28 September 2010 — Federación de Comercio Electrónico y Marketing Directo (FECEDM) v Administración del Estado

(Case C-469/10)

(2010/C 346/52)

Language of the case: Spanish

Referring court

Tribunal Supremo

Parties to the main proceedings

Applicant: Federación de Comercio Electrónico y Marketing Directo (FECEDM)

Defendant: Administración del Estado

Questions referred

1. Must Article 7(f) of Directive 95/46/EC ⁽¹⁾ of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data be interpreted as precluding the application of national rules which, in the absence of the interested party's consent, and in order to allow processing of his personal data that is necessary to satisfy a legitimate interest of the controller or of third parties to whom the data will be disclosed, not only require fundamental rights and freedoms not to be prejudiced, but also require the data to appear in public sources?
2. Are the conditions for conferring on it direct effect, set out in the case-law of the Court of Justice of the European Union, met by the above-mentioned Article 7(f)?

⁽¹⁾ OJ 1995 L 281, p. 31.

Reference for a preliminary ruling from the Pest Megyei Bíróság (Hungary) lodged on 29 September 2010 — Nemzeti Fogyasztóvédelmi Hatóság v Invitel Távközlési Zrt.

(Case C-472/10)

(2010/C 346/53)

Language of the case: Hungarian

Referring court

Pest Megyei Bíróság

Parties to the main proceedings

Applicant: Nemzeti Fogyasztóvédelmi Hatóság

Defendant: Invitel Távközlési Zrt.

Questions referred

1. May Article 6(1) of Council Directive 93/13/EEC ⁽¹⁾ of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that an unfair contract term is not binding on any consumer where a body appointed by law and competent for that purpose seeks a declaration of the invalidity of that unfair term which has become part of a consumer contract on behalf of consumers in an action in the public interest (*popularis actio*)?

May Article 6(1) of that directive be interpreted, where an order which benefits consumers who are not party to the proceedings is made, or the application of an unfair standard contract term is prohibited, in an action in the public interest, as meaning that an unfair term which has become part of a consumer contract is not binding on all consumers or as regards the future, so that the court has to apply the consequences in law thereof of its own motion?

2. May Article 3(1) of Directive 93/13, in conjunction with points 1(j) and 2(d) of the annex applicable by virtue of Article 3(3) of that Directive, be interpreted as meaning that where a seller or supplier provides for a unilateral amendment of a contract term without explicitly describing the method by which prices vary or giving valid reasons in the contract, that contract term is unfair *ipso jure*?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Reference for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 7 October 2010 — Asociación para la Calidad de los Forjados (ASCAFOR), Asociación de Importadores y Distribuidores del Acero para la Construcción (ASIDAC) v Administración del Estado, Calidad Siderúrgica SL, Colegio de Ingenieros Técnicos Industriales, Asociación Española de Normalización y Certificación (AENOR), Consejo General de Colegios Oficiales de Aparejadores y Arquitectos Técnicos, Asociación de Investigación de las Industrias de la Construcción (AIDICO) Instituto Tecnológico de la Construcción, Asociación Nacional Española de Fabricantes de Hormigón Preparado (ANEFHOP), Ferrovial Agromán SA, Agrupación de Fabricantes de Cemento de España (OFICEMEN), Asociación de Aceros Corrugados Reglamentarios y su Tecnología y Calidad (ACERTEQ)

(Case C-484/10)

(2010/C 346/54)

Language of the case: Spanish

Referring court

Tribunal Supremo