

2. If Question 1 is answered in the affirmative:

- (2a) Must Article 56 TFEU be interpreted as precluding a national provision according to which, by way of sanction for making prohibited lotteries commercially available contrary to the Law on games of chance, a fine must be imposed per gaming machine, with no absolute limit on the total fine imposed?
- (2b) Must Article 56 TFEU be interpreted as precluding a national provision which, by way of sanction for making prohibited lotteries commercially available contrary to the Law on games of chance, provides for the mandatory imposition of a minimum penalty of EUR 3 000 per gaming machine?
- (2c) Must Article 56 TFEU be interpreted as precluding a national provision which, by way of sanction for making prohibited lotteries commercially available contrary to the Law on games of chance, provides for a custodial sentence in the event of non-payment per gaming machine, with no absolute limit on the total number of custodial sentences imposed?
- (2d) Must Article 56 TFEU be interpreted as precluding a national provision which, in the event of a penalty being imposed for making prohibited lotteries commercially available contrary to the Law on games of chance, requires the payment of a contribution to the costs of criminal proceedings amounting to 10 % of the fines imposed?

3. If Question 1 is answered in the negative:

- (3a) Must Article 49(3) of the Charter of Fundamental Rights of the European Union be interpreted as precluding a national provision according to which, by way of sanction for making prohibited lotteries commercially available contrary to the Law on games of chance, a fine must be imposed per gaming machine, with no absolute limit on the total fine imposed?
- (3b) Must Article 49(3) of the Charter be interpreted as precluding a national provision which, by way of sanction for making prohibited lotteries commercially available contrary to the Law on games of chance, provides for the mandatory imposition of a minimum penalty of EUR 3 000 per gaming machine?
- (3c) Must Article 49(3) of the Charter be interpreted as precluding a national provision which, by way of sanction for making prohibited lotteries commercially available contrary to the Law on games of chance, provides for a custodial sentence in the event of non-payment per gaming machine, with no absolute limit on the total number of custodial sentences imposed?
- (3d) Must Article 49(3) of the Charter be interpreted as precluding a national provision which, in the event of a penalty being imposed for making prohibited lotteries commercially available contrary to the Law on games of chance, requires the payment of a contribution to the costs of criminal proceedings amounting to 10 % of the fines imposed?

**Request for a preliminary ruling from the Bundesverwaltungsgericht (Germany) lodged on 7 July
2020 — BUND Naturschutz in Bayern e.V. v Landkreis Rosenheim**

(Case C-300/20)

(2020/C 304/12)

Language of the case: German

Referring court

Bundesverwaltungsgericht

Parties to the main proceedings

Applicant: BUND Naturschutz in Bayern e.V.

Defendant: Landkreis Rosenheim

Other party: Landesanstalt für Umwelt, representing the interests of the Federal Government before the Bundesverwaltungsgericht

Questions referred

1. Is Article 3(2)(a) of Directive 2001/42/EC of the European Parliament and of the Council of 27 June 2001 on the assessment of the effects of certain plans and programmes on the environment ⁽¹⁾ to be interpreted as meaning that a framework for future development consent of projects listed in Annexes I and II to Directive 2011/92/EU ⁽²⁾ ('the EIA Directive') is set where a regulation on nature conservation and landscape management provides for general prohibitions (with possible exemptions) and compulsory permits which do not specifically relate to projects listed in the annexes to the EIA Directive?
2. Is Article 3(2)(a) of Directive 2001/42 to be interpreted as meaning that plans and programmes were prepared for agriculture, forestry, land use, etc. if their objective was to establish a reference framework for one or more of those areas? Or does it suffice if, for the purpose of nature conservation and landscape management, general prohibitions and permit requirements are regulated which have to be assessed in the permit procedure for a variety of projects and uses and which may indirectly impact ('by default') one or more of those areas?
3. Is Article 3(4) of Directive 2001/42 to be interpreted as meaning that a framework for future development consent of projects is set if a regulation adopted for the purpose of nature conservation and landscape management lays down prohibitions and permit requirements for a variety of projects and measures in the protected area which are described in abstract terms, where there are no actual foreseeable or envisaged projects when it is adopted and therefore it does not specifically relate to actual projects?

⁽¹⁾ OJ 2001 L 197, p. 30.

⁽²⁾ Directive of the European Parliament and of the Council of 13 December 2011 on the assessment of the effects of certain public and private projects on the environment (OJ 2012 L 26, p. 1).

Request for a preliminary ruling from the Administratīvā apgabaltiesa (Latvia) lodged on 9 July 2020 — SIA Visma Enterprise v Konkurences padome

(Case C-306/20)

(2020/C 304/13)

Language of the case: Latvian

Referring court

Administratīvā apgabaltiesa

Parties to the main proceedings

Applicant: SIA Visma Enterprise

Defendant: Konkurences padome

Questions referred

1. On a correct interpretation of the Treaty on the Functioning of the European Union, may the agreement to which this case relates, between a producer and a number of distributors (under which the distributor who was first to register a potential transaction with the producer enjoys priority in progressing the sale process with the end user concerned for 6 months from that registration, unless the user objects) be regarded as an agreement between undertakings which has as its object the prevention, restriction or distortion of competition within the meaning of Article 101(1) [TFEU]?
2. Does the agreement to which this case relates, between a producer and a number of distributors, interpreted in accordance with the Treaty on the Functioning of the European Union, contain indications from which it can be found not to be exempt from the general prohibition on collusion?