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ANNEX

ANNEX

COMMUNICATION FROM THE COMMISSION TO THE EUROPEAN PARLIAMENT, THE COUNCIL, THE EUROPEAN ECONOMIC AND SOCIAL COMMITTEE AND THE COMMITTEE OF THE REGIONS

Reinforcing the European Sport Model

{SWD(2026) 343 final}

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THE APPLICATION OF EU LAW TO SPORT – RECONCILING THE SPECIFICITY OF SPORT WITH INTERNAL MARKET AND COMPETITION RULES

INTRODUCTION AND CONTEXT

Sport has a particular place in European society, which is reflected in both its social significance and its economic dimension. It contributes to social cohesion, education, health and inclusion, while also constituting a significant economic activity within the internal market. The European Sport Model combines this economic dimension with features such as open and merit-based competitions, solidarity, talent development and the role of sporting stakeholders. The autonomy of sporting organisations to organise and regulate their disciplines is an important element of this model but must be exercised in accordance with EU law.

Against this background, the recent case-law of the Court of Justice of the European Union (CJEU)[1] - described here below - provides guidance on the relationship between sporting rules and EU competition rules. Starting with the Meca-Medina[2] judgement, the Court has recognised that rules adopted by sporting organisations may have restrictive effects on competition under specific conditions - without actually establishing a general exemption for sport from the application of EU competition law. The Court has also ruled that the application of the competition rules must take proper account of the particular nature of sporting activities. Later rulings[3] have further developed the notion of legitimate objectives in the public interest in the context of sport and of Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU)[4]. The Court has ruled that sporting rules may, depending on their specific context, pursue legitimate objectives, including ensuring the uniformity and proper functioning of sporting competitions, encouraging the training and development of young players, and maintaining the regularity of sporting competitions, and the stability of the players' roster. Such objectives may justify restrictive effects where the means employed are genuinely necessary and the restriction does not go beyond what is necessary to achieve the objectives themselves.

The judgments delivered in recent years illustrate the two dimensions of the Court's approach: while sporting organisations may have considerable scope to adopt rules necessary to organise competitions and pursue legitimate sporting and public interest objectives, the exercise of regulatory autonomy remains subject to the requirements of EU law, including transparency, objectivity, non-discrimination, necessity and proportionality. This approach points towards a model of responsible autonomy, in which sporting organisations are able to regulate their disciplines and pursue legitimate sporting and public-interest objectives while exercising their regulatory powers in a manner consistent with EU law. This balance is central to the European Sport Model and to the EU's approach to sports policy: protecting the integrity and specific characteristics of sport, while ensuring that its governance and economic structures remain open,

[1] The CJEU comprises two different courts: the Court of Justice and the General Court. References to the Court in this Annex refer to the Court of Justice.

[2] https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:62004CJ0519

3 See the judgments described in this annex.

4 https://competition-policy.ec.europa.eu/antitrust-and-cartels/legislation/competition-law-treaty-articles_en

transparent, accountable and compatible with the fundamental principles of the European Union.

The cases summarised below should therefore be read as clarifying how the Treaty framework applies to the particular context of sporting and its economic, organisational, social and societal aspects.

KEY JUDGMENTS IN THE FIELD OF SPORT

1. Recently, the Court has delivered several judgments concerning the application of EU competition rules to the sport sector, mostly in preliminary rulings following a reference from national courts.

I. SUPERLEAGUE

2. In Case C-333/21, *European Superleague Company v FIFA and UEFA*[5], the Court of Justice (Grand Chamber) replied to a reference for a preliminary ruling by the Madrid Juzgado de lo Mercantil, before which civil proceedings had been filed by the European Superleague Company.

3. The case concerned primarily the "pre-authorisation rules" of the Fédération Internationale de Football Association (FIFA) and the Union of European Football Associations (UEFA), i.e. the set of rules under which sport federations can decide whether they authorise a sporting competition and/or whether their members (athletes, clubs, referees, etc.) may participate in such competitions. In the case at hand, a football competition organised by a newly incorporated rival of UEFA was prohibited by FIFA and UEFA with reference to such rules.

4. The Court confirmed that it may be legitimate for sport federations to subject the organisation and conduct of international professional football competitions to common rules intended to guarantee the homogeneity and coordination of sporting competitions within an overall match calendar and to ensure compliance with those common rules through pre-authorisation rules.[6] However, it held that, in a situation where a (dominant) federation can control access to the market for competing undertakings, pre-authorisation rules must contain substantive criteria and detailed procedural rules that ensure they are transparent, objective, precise and non-discriminatory. In the absence of such criteria and rules, pre-authorisation-requirements amount to a restriction of competition by object within the meaning of Article 101 TFEU and an abuse of dominance by their very nature under Article 102 TFEU.[7]

5. In this case, the Court also analysed the role of Article 165 TFEU in competition law assessments. It ruled that although the competent EU institutions must take account of

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5 Judgment of the Court of Justice of 21 December 2023 in Case C-333/21, *European Superleague Company v FIFA and UEFA*, ECLI:EU:C:2023:1011.

6 Case C-333/21, *Superleague*, paras 142 and 253.

7 Case C-333/21, *Superleague*, paras 147-152 and 171-179. An agreement, concerted practice or a decision by a sport federation restricts competition by object if it reveals a sufficient degree of harm to competition for the view to be taken that it is not necessary to assess its effects. Such agreements, practices or decisions can be viewed as being injurious to the proper functioning of normal competition by their very nature (*Superleague*, para 162). To determine in a concrete case whether the restriction can be classified as a restriction by object, it is necessary to examine the content, the objectives and the economic-legal context of the agreement, practice or decision in question (*Superleague*, para 165).

the different elements and objectives listed in Article 165 TFEU when they adopt incentive measures or recommendations in the area of sport, these elements, objectives, measures and recommendations are not binding in the application of other provisions of primary EU law, including Articles 101 and 102 TFEU. Nor does Article 165 TFEU exempt sport from, or require special treatment in, the application of EU competition rules.[8]

6. However, the Court stressed that sporting activity carries considerable social and educational importance for the EU and its citizens. In addition, sporting activity undeniably has specific characteristics especially in the context of amateur sport, which may also be found in the pursuit of sport as an economic activity. Provided they are relevant, such specific characteristics may be taken into account in the application of the TFEU rules on competition, as well as in the application of the internal market freedoms, but only in the context of and in compliance with the conditions and criteria of application provided for in Articles 101 and 102 TFEU and Articles 45, 49, 56 and 63 TFUE.[9]

7. In particular, the assessment of whether a rule adopted by a sporting association can be characterised as an anticompetitive agreement or decision of an association of undertakings and an impediment to the free movement of workers or the free movement of services must include a specific analysis of the content of that rule in the actual context in which it is to be implemented. Such an assessment may involve taking into account, for example, the nature, organisation or functioning of the sport concerned. More specifically, it should consider how professionalised it is, the manner in which it is practised, the manner of interaction between the various participating stakeholders and the role played by the structures and bodies responsible for it at all levels.[10]

8. Finally, the Court recalled the case-law,[11] according to which agreements or decisions of associations of undertakings may escape the application of Article 101(1) TFEU if, first, they are justified by the pursuit of one or more legitimate objectives in the public interest which are not per se anticompetitive in nature; second, the specific means used to pursue those objectives are genuinely necessary for that purpose; and, third, that, even if those means prove to have an inherent effect of, at the very least potentially, restricting or distorting competition, that inherent effect does not go beyond what is necessary, in particular by eliminating all competition.[12] The Court then clarified that this case-law does not apply to restrictions by object within the meaning of Article 101(1) TFEU or to conduct that by its very nature infringes Article 102 TFEU.[13] In such a situation, for conduct that infringes Article 101(1) TFEU, only the exemption under Article 101(3) TFEU remains available, subject to the relevant conditions,[14] while conduct that by its very nature is liable to fall under the prohibition of Article 102 may only be justified if

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8 Case C-333/21, *Superleague*, para 101.
9 Case C-333/21, *Superleague*, paras 102-104.
10 Case C-333/21, *Superleague*, paras 105 and 251.
11 The Courts cites at para 183 of *Superleague* to that effect, judgments of 19 February 2002, *Wouters and Others*, C-309/99, EU:C:2002:98, para 97; of 18 July 2006, *Meca-Medina and Majcen v Commission*, C-519/04 P, EU:C:2006:492, paras 42 to 48; and of 28 February 2013, *Ordem dos Técnicos Oficiais de Contas*, C-1/12, EU:C:2013:127, paras 93, 96 and 97.
12 See, for instance, the judgment of the Court of 18 July 2006 in case C 519/04 P, *Meca-Medina and Majcen v Commission*, EU:C:2006:492.
13 Case C-333/21, *Superleague*, paras 185-186.
14 Case C-333/21, *Superleague*, para 187.

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the undertaking concerned shows that the conduct at issue is objectively necessary or allows efficiency gains.[15]

II. INTERNATIONAL SKATING UNION

9. In its *International Skating Union* Decision[16], the Commission found that the pre-authorisation rules of the International Skating Union (ISU) infringed Article 101 TFEU because speed skaters who participated in competitions not authorised by the ISU faced severe penalties even when the independent competitions did not pose any risk to legitimate sport objectives. It therefore concerned pre-authorisation rules similar to those at issue in the *Superleague* case.

10. On appeal against the judgment of the General Court, which had partially upheld the Commission decision, the Court found, in parallel and consistent with the judgment in *Superleague,* that ISU's pre-authorisation rules constituted an infringement of Article 101 TFEU by object because the pre-authorisation system at issue did not meet the criteria for transparency, objectivity and non-discrimination.[17]

11. On a secondary issue, since in this case the practice of concern was considered as reinforcing the infringement of Articles 101 and 102 TFEU, the Court held that sport federation rules that impose mandatory arbitration in disputes that involve the public policy provisions of EU law (in particular EU competition law) are compatible with the Treaty only if the arbitral award is reviewable by a court that can verify the compliance of the award with EU public policy rules (including competition law) and, if need be, refer the case for a preliminary ruling by the Court of Justice under Article 267 TFEU.[18]

III. ROYAL ANTWERP

12. In Case C-680/21, *Royal Antwerp FC v URBSFA*[19], the Court replied to a request for a preliminary ruling from the Tribunal de première instance francophone de Bruxelles, Belgium. The case concerned the 'home-grown player rules' of UEFA and the Belgian Football Association (URBSFA), which required Belgian football clubs participating in UEFA's interclub competition as well as in several national divisions to have a maximum of 25 listed players, with a minimum number of players being "home-grown", meaning that they were trained by their club or another club affiliated with URSBFA.

13. The Court held that by forcing clubs to reserve slots for locally trained talent, the home-grown player rules restricted clubs from competing freely on merit to recruit the best available players across Europe.[20] It was for the referring Belgian court to decide whether

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15 Case C-333/21, *Superleague*, paras 183-186 and paras 201-202.

16 Commission decision of 8 December 2017 in Case AT.40208 - International Skating Union's Eligibility rules.

17 Judgment of the Court of Justice of 21 December 2023 in Case C-124/21 P, *International Skating Union v Commission* (ECLI:EU:C:2023:1012), paras 137, 144-146 and 148.

18 Case C-124/21 P, *ISU*, paras 192-195.

19 Judgment of the Court of Justice of 21 December 2023 in Case C-680/21, *UL and SA Royal Antwerp Football Club v Union royale belge des sociétés de football association ASBL* (ECLI:EU:C:2023:1010).

20 Case C-680/21, *UL and SA Royal Antwerp*, paras 101- 107.

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this restriction qualified as a restriction by object or by effect[21] on the basis of the guidance given by the Court in the judgment.

14. In this context, the Court recalled that when considering whether the home grown player rules restricts competition by object, the national court must consider its content, its legal-economic context and its objectives.[22] As regards its content, the share of nationally trained players is an important factor in determining whether the restriction reveals, in itself, a sufficient degree of harm to competition.[23] As regards its objectives, the national court was to consider, among other things, whether the rule had the objective of partitioning or re-partitioning the single market for players along national lines or of making the interpenetration of national markets more difficult by establishing a form of 'national preference'.[24]

15. If the home-grown player rules were found to restrict competition by effect, they could escape the prohibition in Article 101(1) TFEU if the referring national court finds that three conditions, mentioned by the case law, are fulfilled: first, they are justified by the pursuit of one or more legitimate objectives in the public interest which are not per se anticompetitive in nature; second, the specific means used to pursue those objectives are genuinely necessary for that purpose; and, third, that, even if those means prove to have an inherent effect of, at the very least potentially, restricting or distorting competition, that inherent effect does not go beyond what is necessary, in particular by eliminating all competition in the relevant market(s).[25] The Court held that the uniformity of conditions for football interclub competitions and the encouragement of the training of young professional football players could constitute such legitimate objectives.[26]

16. The Court equally stated, as in the parallel *ISU* and *Superleague* judgements, that if the home-grown player rules restrict competition by object, the case-law referred to above does not apply and legitimate objectives in the public interest (such as the uniformity of conditions for football interclub competitions and the encouragement of the training of young professional football players) are of no avail to escape the prohibition in Article 101(1) TFEU. In such a situation, only the exemption under Article 101(3) TFEU remains available, subject to the relevant conditions.[27] In this case, this included proving the potential efficiency gains resulting from the home-grown player rules, such as, for example, increasing the recruitment and training of young players, and proving that such benefits outweigh the harm from the restriction of competition between clubs. Furthermore, to qualify for the exemption, the URBFSA had to prove that the home-grown player rules were indispensable for achieving such efficiency gains (i.e. that the same gains could not be achieved with less distortive means) and that the rule did not eliminate all competition between clubs for players. [28] In particular, the determining factor to find whether this proportionality condition is fulfilled is the proportion of home-grown players to be included on the match sheet, compared with the total number of players on that sheet.[29]

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21 Case C-680/21, *UL and SA Royal Antwerp*, paras 108 - 112.
22 Case C-680/21, *UL and SA Royal Antwerp*, para 92.
23 Case C-680/21, *UL and SA Royal Antwerp*, para 109.
24 Case C-680/21, *UL and SA Royal Antwerp*, para 110.
25 Case C-680/21, *UL and SA Royal Antwerp*, para 113.
26 Case C-680/21, *UL and SA Royal Antwerp*, para 117.
27 Case C-680/21, *UL and SA Royal Antwerp*, para 115-117.
28 Case C-680/21, *UL and SA Royal Antwerp*, para 118-134.
29 Case C-680/21, *UL and SA Royal Antwerp*, para 132.

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17. The Court referred to Article 165 TFEU in a similar manner as in the *Superleague* case.[30]

IV. FIFA

18. In Case C-650/22, *FIFA v. BZ*[31], the Court replied to a request for a preliminary ruling from the Cour d'appel de Mons, Belgium. The case concerned a professional football player ("BZ") who had signed a four-year contract with Russian club Lokomotiv Moscow in August 2013. One year later, Lokomotiv Moscow terminated the contract for reasons which, it claimed, were connected with BZ's conduct. The club sued BZ for damages before the FIFA Dispute Resolution Chamber (DRC) alleging "termination of contract without just cause" within the meaning of Article 17 of FIFA's Regulation on the Status and Transfer of Players ("RSTP"), while BZ submitted a counterclaim for unpaid actual and future wages. In May 2015, the DRC ordered BZ to pay EUR 10.5 million in damages and dismissed his counterclaim. On appeal, the Court of Arbitration for Sport (CAS) upheld the DRC's decision. While the dispute was ongoing, BZ sought to rebuild his career and found a willing prospective employer in the Belgian club Sporting de Charleroi. However, due to the severe financial and regulatory risks that Charleroi faced under FIFA's transfer rules, it ultimately backed out of signing BZ. Unable to secure employment for months, BZ sued FIFA and the Belgian Football Association (URBSFA) in the Belgian courts for damages, leading the Mons Court of Appeal to refer the matter to the Court of Justice.

19. The Court held that the rules at issue of the RSTP constituted a restriction by object within the meaning of Article 101(1) TFEU, as they prevented competition between clubs for the recruitment of players who were employed under a contract unless the two clubs agreed on a negotiated transfer.[32] In particular, the Court took issue with (i) vaguely defined criteria that could easily result in excessive compensation payable by the player;[33] (ii) automatic assumption of joint and several liability alongside the player to pay compensation to the former club, regardless of whether the new club was responsible for the original breach;[34] (iii) automatic presumption of inducement by the new club after a contractual breach during the 'protected period' (the first two or three years of the player's contract), effectively reversing the burden of proof and exposing it to the risk of being penalized with a two-window transfer ban;[35] and (iv) withholding of the International Transfer Certificate (ITC) required to register the player with a new club of another Member State as long as any contractual dispute remained pending,[36] As these rules prevented clubs from hiring players who were in a dispute over contract breach or were found to have breached its contract without just cause, the Court found that they effectively eliminated the possibility to hire players employed by rival teams established in another Member State under a valid contract or players whose employment contract with such a club has allegedly been terminated without just cause, unless the two clubs agreed on a negotiated transfer. By preventing such unilateral hiring under the guise of preventing aggressive recruitment practices, the rules effectively functioned as a no-poach agreement between clubs, which, in essence, leads to the artificial partitioning of

[30] Case C-680/21, *UL and SA Royal Antwerp*, paras 63-75.
[31] Judgment of the Court of Justice of 4 October 2024 in Case C-650/22, *FIFA v BZ* (ECLI:EU:C:2024:824).
[32] Case C-650/22, *FIFA*, para 134-148.
[33] Case C-650/22, *FIFA*, para 135.
[34] Case C-650/22, *FIFA*, para 137.
[35] Case C-650/22, *FIFA*, para 137.
[36] Case C-650/22, *FIFA*, para 136.

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national and local markets, to the advantage of the clubs as a whole. As such they amounted to a restriction by object within the meaning of Article 101(1) TFEU.[37]

20. The RSTP rules at issue were found unlikely to qualify for the exemption in Article 101(3) TFEU, even if ultimately it was for the referring court to rule on this question. As the rules' design included a significant number of factors which were discretionary and/or disproportionate, and amounted to a generalised, drastic and permanent restriction of competition for players in the form of unilateral recruitment, the Court held that they were *prima facie* precluded from being considered indispensable or necessary for achieving efficiency gains even if such gains were proven to exist.[38]

V. SERAING

21. In Case C-600/23, *Royal Football Club Seraing v FIFA* ("Seraing")[39], the Court replied to a request for a preliminary ruling from the Cour de cassation, Belgium. The case concerned FIFA's and UEFA's arbitration system before the CAS.

22. In line with the judgment in *International Skating Union*, the Court reiterated that Articles 101 and 102 TFEU, which have direct effect and create rights for individuals that national courts or tribunals must protect, form part of EU public policy.[40]

23. The Court held that in all sport cases involving the pursuit of sport as an economic activity within the EU, sport arbitration awards must be subject to effective judicial review by national courts in the EU to ensure their compliance with EU public policy, in particular EU competition law.[41] Effective judicial review of a dispute governed by EU law must include the power to grant interim measures and the possibility to request a preliminary ruling from the Court of Justice.[42]

24. Consequently, the requirement of effective judicial protection referred to in the second subparagraph of Article 19(1) of the Treaty on European Union and Article 47 of the Charter of Fundamental Rights of the European Union, read in conjunction with the preliminary ruling procedure provided for in Article 267 TFEU, precludes provisions of national law that confer the authority of *res judicata* on an award made by the CAS, where the dispute resolved by the award is linked to the pursuit of a sport as an economic activity within the territory of the EU, if the consistency of that award with the principles and provisions of EU law which form part of EU public policy has not first been subject to effective review by a court or tribunal of a Member State that is authorised to make a reference to the Court of Justice for a preliminary ruling.[43]

25. The Court further held that the same applies to national provisions that confer probative value, as a consequence of that *res judicata* authority, on such an award.[44]

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[37] Case C-650/22, *FIFA*, paras 145-148.
[38] Case C-650/22, *FIFA*, para 157.
[39] Judgment of the Court of Justice of 1 August 2025 in Case C-600/23, *Royal Football Club Seraing v FIFA* (ECLI:EU:C:2025:617).
[40] Case C-600/23, *Seraing*, para 88.
[41] Case C-600/23, *Seraing*, para 100.
[42] Case C-600/23, *Seraing*, para 105.
[43] Case C-600/23, *Seraing*, paras 120-125.
[44] Case C-600/23, *Seraing*, paras 120-125.

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VI. TONDELA

26. In Case C-133/24, *CD Tondela* ("Tondela")[45], the Court replied to a request for a preliminary ruling from the Tribunal da Concorrência, Regulação e Supervisão, Portugal. The case concerned an appeal against a decision by the Portuguese competition authority, by which the latter had imposed fines in relation to a no-poach agreement concluded by a national sport association (Liga Portuguesa de Futebol Profissional (LPFP)) and a broad group of affiliated football clubs, including the First and Second Divisions, following the suspension of the 2019/2020 sporting season during the COVID-19 pandemic.

27. The Court recalled the three necessary elements in order to determine, in a given case whether an agreement may be categorised as having as its object the prevention, restriction or distortion of competition within the meaning of Article 101(1) TFEU (i.e., its content, economic and legal context and objectives).[46] The Court then held that although the examination of the *content* of the agreement at issue in the main proceedings demonstrated that it was such as to manifestly restrict the competition likely to exist between the participating football clubs on the player recruitment market, the examination of the actual *economic and legal context* of which it formed part showed that that agreement came about in a sector where competition features numerous specific characteristics in a very unique context, especially the difficulties caused by the COVID-19 pandemic and/or any exceptional decision arising from it, in particular the extension of the sporting season. As such, while the referring national court could validly find that the agreement at issue pursued in parallel the *anticompetitive* aim of preventing competition between clubs for players and a *procompetitive* aim of preventing roster changes during the season, which was prolonged indefinitely due to the pandemic, such a situation was to be distinguished from a situation in which conduct pursuing an objectively anticompetitive aim merely co-exists with other objectives that are possibly legitimate but *neutral* from a competition standpoint.[47] The Court noted that without the agreement wealthier clubs could have acquired players whose contract had expired on the date when the 2019/2020 sporting season was initially due to end (namely, 30 June 2020) or who have terminated their contract due to COVID-19 and thus could have changed the strength of the squads during the protracted season.[48]

28. Consequently, the Court held that Article 101(1) TFEU must be interpreted as meaning that an agreement by which clubs participating in the professional football divisions of a Member State have undertaken, in collaboration with the national sporting association concerned, not to recruit players who have unilaterally terminated their employment contracts citing difficulties caused by the COVID-19 pandemic or by any exceptional decision arising from it, and in particular by the extension of the sporting season, must be categorised as an agreement having as its object the restriction of competition, unless a specific examination of the content of that agreement, its objective aims from a competition standpoint and the specific economic and legal context of which it forms part could provide specific reasons for a competent authority or court to consider that it must not be so categorised.[49]

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[45] Judgment of the Court of Justice of 30 April 2026 in Case C-133/24, *CD Tondela – Futebol, SAD and Others v Autoridade da Concorrência* (ECLI:EU:C:2026:361).

[46] Case C-133/24, *Tondela*, para 43.

[47] Case C-133/24, *Tondela*, paras 86-87.

[48] Case C-133/24, *Tondela*, para 82.

[49] Case C-133/24, *Tondela*, para 89.

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29. If the referring national court were to conclude that the agreement did not qualify as a restriction by object, the agreement at issue could escape Article 101(1) TFEU provided that it pursues one or more legitimate objectives, if the agreement was genuinely necessary for achieving those objectives and that the restriction of competition inherent in the agreement does not go beyond what is necessary to achieve the objectives.[50]

30. In this context the Court highlighted that ensuring the regularity of sporting competitions and the maintenance of a certain degree of stability in clubs' playing rosters are legitimate objectives that are capable of justifying the agreement at issue.[51] However, the Court left it to the national court to decide whether the agreement was genuinely necessary and proportionate in the strict sense of the term, against the specific background of the COVID-19 pandemic.[52]

VII. ROGON

31. In Case C-428/23, *ROGON*[53], the Court replied to a request for a preliminary ruling from the Bundesgerichtshof, Germany. The case concerned the 2015 regulations of German Football League (DFB) governing the activities of football players' agents and the use by players and clubs of the services of an agent for the conclusion of professional player contracts and transfer agreements. Among other things, the regulations prohibit players' agents from receiving payments for any transaction involving underaged players or, in the context of an inward transfer, based on future player transfers.[54]

32. The questions referred to the Court in this case focus on the interpretation of the case-law[55] based exception to the scope of application of Article 101(1) TFEU on grounds of the pursuit of one or more legitimate objectives in the public interest, specifically asking whether it applies to regulations of sport associations that regulate the use of services of undertakings outside the association on a market upstream of the association's activities (in this case, football agents).[56]

33. The Court first noted that the regulations at issue may fall within the scope of the prohibition of cartels under Article 101 TFEU. In particular, these regulations are not part of the specific rules which must be regarded as being extraneous to any economic activity, because first, they had been adopted exclusively for non-economic reasons and, second, they related to questions of interest solely to sport per se. The Court mentioned as examples of those specific rules the exclusion of foreign players from the composition of national teams or the determination of ranking criteria used to select the athletes participating in individual competitions.[57]

34. Moreover, the Court held that DFB may be regarded as having the status of an association of undertakings both on the sport ticketing, sponsorship or merchandising markets and on those that are upstream of those markets, such as the recruitment of

[50] Case C-133/24, *Tondela*, paras 91 and 94.
[51] Case C-133/24, *Tondela*, paras 96-97.
[52] Case C-133/24, *Tondela*, paras 98-99.
[53] Judgment of the Court of Justice of 9 July 2026 in Case C-428/23, *ROGON and others v. Deutscher Fußballbund e. V. (DFB)* (ECLI:EU:C:2026:563).
[54] Case C-428/23, *ROGON*, para 8.
[55] The Court cites at para 20 of *ROGON* the judgments of 19 February 2002, *Wouters and Others* (C-309/99, EU:C:2002:98), and of 18 July 2006, *Meca-Medina and Majcen* v *Commission* (C-519/04 P, EU:C:2006:492).
[56] Case C-428/23, *ROGON*, para 19.
[57] Case C-428/23, *ROGON*, paras 21-24.

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players or coaches, or the services of agents for the transfer of professional players or coaches from one club to another.[58]

35. The Court then held that the case-law referred to above, based exception may equally apply to regulations adopted by a sport federation which, while addressing its members, also regulate the use by the members of the federation or association of the services of third-party undertakings not belonging to that federation, such as players' agents.[59]

36. In that context the Court notes that it may prove necessary for regulations adopted by an association such as the DFB to produce some of their effects, not only with regard to its members, but also with regard to third party undertakings which maintain relations with those members, in order to pursue one or more legitimate objectives in the public interest which are not, in themselves, anti-competitive.[60] The Court ruled that that may be the case where, in order to achieve such objectives, a sports federation is required to adopt regulations capable of having implications for the 'ecosystem' which they regulate and control.[61]

37. However, it must be ensured in practical terms that such regulations (i) cannot be classified as an agreement between undertakings or a decision by an association of undertakings having the object of restricting competition and (ii) are justified by the pursuit of a legitimate objective in the public interest in the light of which they appear, strictly speaking, appropriate, necessary and proportionate, in the strict sense of the term.[62] The Court then left it for the referring national court to decide whether the DFB regulations fulfil all of these conditions.

VIII. RRC

38. In Case C-209/23, *RRC Sports*[63], the Court replied to a request for a preliminary ruling from the Landgericht Mainz, Germany. The case concerned the 2022 FIFA Football Agent Regulations (FFAR) and related rules which govern the offering and provision of intermediation services to players, coaches, clubs and single-entity leagues, and the methods of paying for those services. The case was initiated by two football agents seeking an injunction against their implementation.

39. The request for a preliminary ruling in this case queried the compatibility with EU law, including internal market and competition rules, of a number of different rules contained in the FFAR. These include a prohibition on simultaneously representing two or three of the parties concerned by the transfer of a player or coach, a percentage-based cap on agents' fees charged in relation to player transfers, the calculation method used for these fees and permitted sources of payment, a non-approaching rule vis-à-vis other agents' exclusive clients and further supporting rules regarding licence and information requirements.[64]

[58] Case C-428/23, *ROGON*, para 32.
[59] Case C-428/23, *ROGON*, para 64.
[60] Case C-428/23, *ROGON*, para 57.
[61] Case C-428/23, *ROGON*, para 58.
[62] Case C-428/23, *ROGON*, para 62.
[63] Judgment of the Court of Justice of 16 July 2026 in Case C-209/23, *RRC Sports v. Fédération Internationale de Football Association (FIFA)* (ECLI:EU:C:2025:733).
[64] Case C-209/23, *RRC Sports*, paras 63-64.

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40. The Court started by reiterating its considerations of the role of Article 165 TFEU in EU competition law assessments, as developed in its *Superleague*, *Tondela* and *FIFA* rulings.[65] It then found that the regulations at issue are not of such a purely sporting nature that they escape the application of the EU competition rules.[66]

41. The Court confirmed, as it had concluded in *ROGON*, that it is not necessarily illegitimate for a sport federation to adopt regulations that govern the relationships between, on the one hand, its members, and on the other hand, undertakings that could have an economic interest in the organisation of competitions.[67]

42. According to the Court, it was ultimately for the referring national court to assess whether the contested FIFA rules involve restrictions of competition that breach Article 101 TFEU by object or by effect, and whether they may be considered to be justified. However, the Court provided a number of clarifications for the purpose of that assessment.[68]

43. The Court examined each of the rules at issue in order to assess whether they could, in principle, be classified as restrictions by object in the meaning of Article 101(1) TFEU. Among other things, it considered that the rule against multiple representation did not appear to be a restriction by object[69], nor did the rules regarding maximum fees that provide for a relative limit, being proportional, depending on the case, either to the remuneration which the player or coach will receive when the agent represents that individual or the engaging entity, or to the compensation paid by the engaging entity to the releasing entity where the agent represents the latter[70]. By contrast, the Court found the rule that prevents agents from receiving remuneration related to a transfer of a player or coach a restriction by object, where the same player or coach transfers to a second club before the first negotiated employment contract expires or after the individual terminates their contract prematurely without just cause. The Court considered this rule to be arbitrary because it also applies to agents that were involved in the individual's first transfer but have since ceased to represent that individual.[71]

44. The Court also found that licensing rules did not appear to be restrictions by object[72], nor did the detailed information requirements for agents.[73]

45. On the contrary the Court held that the rule prohibiting agents from approaching or concluding representation agreements with a client who is already bound by an exclusive representation agreement outside of a two-month window preceding the expiry of the contract appeared to be a restriction by object. That rule did not apply to agents already bound by an exclusive representation agreement, with the result that those agents could renegotiate the terms or conclude a new contract outside of that window of time and were therefore granted an undue advantage with respect to other agents.[74]

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[65] Case C-209/23, *RRC Sports*, paras 66-68.
[66] Case C-209/23, *RRC Sports*, paras 70-74.
[67] Case C-209/23, *RRC Sports*, para 81.
[68] Case C-209/23, *RRC Sports*, para 113.
[69] Case C-209/23, *RRC Sports*, para 118.
[70] Case C-209/23, *RRC Sports*, paras 121-122
[71] Case C-209/23, *RRC Sports*, paras 132, 136-138.
[72] Case C-209/23, *RRC Sports*, para 151.
[73] Case C-209/23, *RRC Sports*, para 169.
[74] Case C-209/23, *RRC Sports*, para 158.

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46. As far as the application of Article 102 TFEU is concerned, the Court found that FIFA may be considered as occupy a dominant position on the market of agent services as regards the international transfer of professional players and coaches and on the employment market for players and coaches, a position resulting from the regulatory, supervisory and sanctioning power it exercises in respect of those markets.[75]

47. However, it remained for the referring national court to assess, on the basis of the criteria provided by the Court, whether the contested FIFA rules constitute an abuse of those dominant positions[76] and, if so, whether such conduct could be justified.[77]

[75] Case C-209/23, *RRC Sports*, para 261.
[76] Case C-209/23, *RRC* Sports, paras 265-267 and 274.
[77] Case C-209/23, *RRC* Sports, para 282.

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