



Press and Information

Court of Justice of the European Union

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Judgment in Case C-96/21  
*CTS Eventim*

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## **Online purchase of tickets for cultural or sporting events: the Court of Justice specifies the cases in which there is no right of withdrawal**

*Just as in the case of purchase directly from the organiser of such events, there is no right of withdrawal in the case of purchase from an intermediary if the economic risk linked to the exercise of that right would fall on the organiser*

Due to the restrictions adopted by the German authorities amid the COVID-19 pandemic, a concert that was due to take place on 24 March 2020 in Brunswick (Germany) had to be cancelled.

A consumer who had purchased tickets for that concert online from the provider of ticket agency services CTS Eventim was not satisfied with the voucher that CTS Eventim subsequently sent her, which had been issued by the concert organiser and corresponded to the purchase price, but requests CTS Eventim to reimburse her for the voucher as well as ancillary costs.

The District Court, Bremen (Germany), hearing an action brought by the consumer, asks whether the consumer can withdraw from the contract concluded with CTS Eventim under the Consumer Rights Directive.<sup>1</sup>

According to the directive, a consumer who concludes a distance contract with a trader generally has, for a certain period,<sup>2</sup> a right to withdraw from the contract without giving any reason.

However, the directive excludes a right of withdrawal *inter alia* in the case of a provision of services related to leisure activities if the contract provides for a specific date of performance.

By that exclusion, the directive **aims to protect the organisers of leisure activities such as cultural or sporting events against the risk associated with the setting aside of certain available places which they may find difficult to allocate if the right of withdrawal were exercised.**

Given that CTS Eventim was not itself the organiser of the concert in question, but sold the tickets in its name, albeit on behalf of the organiser, the District Court, Bremen wishes to know whether that exception applies in such a case.

By its judgment delivered today, the Court answers in the affirmative, provided that the economic risk linked to the exercise of that right of withdrawal would fall on the organiser of the leisure activities concerned.

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**NOTE:** A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of European Union law or the validity of a European Union act. The Court of Justice does not decide the

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<sup>1</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ 2011 L 304, p. 64).

<sup>2</sup> The period is normally 14 days, it being specified that it may be longer if the consumer has not been duly informed of his or her right of withdrawal.

dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text](#) of the judgment is published on the CURIA website on the day of delivery.

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Pictures of the delivery of the judgment are available from "[Europe by Satellite](#)" ☎ (+32) 2 2964106