

MINOR ATHLETES AS CONSUMERS – A CASE STUDY ON THE CJEU’S REINTERPRETATION OF EU CONSUMER LAW

Mirela SHAAO¹, Maria SHAAO²

¹University of Craiova, Faculty of Physical Education and Sport, Craiova, Romania

²Freelance Translator, Craiova, Romania

*Corresponding author: mirela.shao@edu.ucv.ro

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Abstract: Case C-365/23 ‘Arce’ constitutes a landmark judgment by the ‘Court of Justice of the European Union’, as it brings into focus the underexplored intersection of EU consumer protection law, the rights of minor athletes, and the sports industry.

The judgment affirms that a young athlete falls within the notion of a “consumer”, illustrating how child-rights reasoning enhances the scrutiny of unfair terms and compels sports organisations to reconsider their contracts with minors.

The case originated from a preliminary reference concerning a revenue-sharing clause in a talent-development contract, which raised questions of consumer law as well as broader concerns about the functioning of an EU-wide market for sporting services. By referring the matter to the CJEU, the national court enabled the development of an EU-level standard for balancing economic interests and child protection in commercial sports agreements involving minors.

According to legal experts, this ruling marks a significant shift toward enhanced protection of minors in EU consumer law and introduces a child-centred logic into the assessment of contractual fairness. It highlights the need for clarity, proportionality, and transparency in long-term representation agreements, particularly given their enduring consequences and inherent power imbalances.

The decision also affirms the right of minors and their legal guardians to contest potentially unfair terms, and it is expected to influence both national case law and the operational practices of sports academies and agencies across the internal market. It stands as a critical reference point for future interpretations of fairness in youth sports contracts.

Keywords: *sports law; minor athletes; rights protection; Court of Justice of the European Union.*

Introduction

Most private-law disputes that raise questions about European Union (EU) legislation reach the ‘Court of Justice of the European Union’ (CJEU) through the preliminary-ruling gate of Article 267 ‘Treaty on the Functioning of the European Union’ (TFEU): when a national court is unable to determine the correct interpretation of EU law, it suspends the case and asks the CJEU for an authoritative interpretation. This procedure guarantees uniformity and legal certainty throughout the internal market (EU, 2024).

Sporting disputes easily cross that threshold because, ever since *Bosman* and *Meca-Medina*, the Court has held that sport is subject to EU rules “in so far as it constitutes an economic activity” – that is, whenever money, employment or commercial services are involved (as stated paragraph 22 of Case C-519/04 P ‘*Meca-Medina*’). The ‘*Arce*’ case reference from Latvia’s Supreme Court aligns with this template: a revenue-sharing clause in a talent-development contract raised consumer-law questions and broader concerns about the functioning of an EU-wide market for sports services.

The CJEU delivered its decision on Case C-365/23 ‘*Arce*’, a judgment through which it invalidated a clause that entitled a sports agency to 10% of a minor athlete’s future earnings for fifteen years. Until now, the European Union’s unfair-terms doctrine had seldom intersected with either the sports industry or contracts concluded by minors. This case therefore raises a triple inquiry: whether a 17-years-old athlete qualifies as a “consumer” under Directive 93/13/EEC; the extent to which a child-rights logic reshapes the assessment of contractual unfairness; and the changes that contractual practices with younger athletes in the sports sector should undergo as a result.

As a custom, an Advocate General (AG) – considered an advisor to the judges of CJEU – “assist[ed] the court by writing an impartial and independent opinion on [the] case” before the decision of the judges (Thomson Reuters, n.d.). In his opinion, the AG (2024) “consider[ed] that such a contract falls within the scope of that directive and that such a contractual term may prove unfair”. Moreover, the young athlete had not yet turned professional and thus qualified as a consumer in a weaker position – an assessment that must be based on the time the contract was

concluded, and not on later developments (as stated by AG Rantos, 2024). The advocate further noted that a non-negotiated term might be unfair if it creates a significant imbalance and proposed that requiring a minor athlete to transfer part of his income could be considered abusive (AG Rantos, 2024).

By analysing the judgment and its legal context, this paper argues that ‘Arce’ marks a shift towards a stronger protection of minors in EU consumer law – one that national courts and sports organisations can no longer afford to ignore.

Judgment of the CJEU in Case C-365/23

In case C-365/23, a young basketball player from Latvia signed a contract with a Latvian company specialising in sports career development. The agreement, signed in 2009 while he was still a minor, was valid for 15 years. It stipulated that if he became a professional athlete and earned more than €1,500 per month, he would have to pay the company 10% of his net income (paragraph 24 of Case C-365/23). The athlete subsequently enjoyed a successful career, so the company sought payment of €1.6 million, corresponding to the athlete’s income (paragraphs 25-26 of the case).

The national courts considered this contractual clause to be unfair, and the ‘Supreme Court of Latvia’ requested clarification from the CJEU.

In the first question, the European Court was asked whether ‘Directive 93/13/EEC’ covers a contract for “sports-career development” concluded between a supplier and a minor athlete (acting through his parents) who was not yet a professional. The Court decided that at the moment of signing the contract, the minor was a “consumer” under Article 2(b), so the contract fell within the scope of the Directive, as defined in Article 1(1). According to that article, its objective is to harmonize the “provisions of the Member States relating to unfair terms in contracts concluded between a seller or supplier and a consumer”. Thus, it is “a general directive for consumer protection, intended to apply in all sectors of economic activity” (paragraph 44 of the case).

The court also stated that factors such as turning professional, being labelled a “rising star” or having special knowledge would not deprive the young athlete of his status as a consumer.

In its third question, the referring court asked whether a clause was unfair that obliged the athlete to pay a percentage of his income for a lengthy period in return for career-development services, with reference to Articles 4(2), 8, and under Article 3 of the same directive. The court

expressed that such a term was “relevant for [...] determining both the main subject matter of the contract and the adequacy of the price and remuneration, [...], as against the services or goods supplied in exchange [...]” according to Article 4(2) (paragraph 59 of the case). Thus, under the same article, such a clause normally escapes the unfairness test if it is drafted in clear, intelligible language. However, Article 8 allows Member States to give consumers extra protection. Since Latvia had not yet transposed Article 4(2) when the contract was signed, the European Court stated that “it is for the national court to ascertain whether [...] national law made it possible to assess the unfairness of a term falling under the scope of [that article], including in cases where that term had been drafted in plain, intelligible language” (paragraph 65). In principle, the clause was exempt – unless the national court deemed it ambiguous; nonetheless, Latvian law might provide grounds for assessing its fairness.

As for the fourth question, Article 5 of ‘Directive 93/13’ states that the terms of a contract “must always be drafted in plain, intelligible language” and “where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail”. Thus, this article demands more than clear wording: the consumer must understand the clause, its implications, and the financial consequences, as stated in paragraph 70 of the case.

Eventually, the CJEU stated that the referring court must determine whether the athlete had “all the information necessary to enable him to assess the financial consequences of the commitment undertaken by him”, regarding “both the nature of the services to be provided by the supplier and the basis for calculating the amount of the remuneration to be paid in return” (paragraph 75 of the case).

As regards the fifth question, the CJEU was asked whether Article 3(1) of the same directive rendered the clause requiring a long-term share of the athlete’s income automatically unfair since it did not link the cost for the consumer to the value of the service. Article 3(1) states the following: “A contractual term which has not been individually negotiated shall be regarded as unfair, if contrary to the requirement of good faith, it causes a significant balance in the parties’ right and obligations arising under the contract, to the detriment of the consumer”. In this case, the European Court “limit[ed] itself to providing the referring court with guidance which the latter must take into account” and mentioned that “it is for the national court to determine whether a

particular contractual term is actually unfair in the circumstances of the case” (paragraph 78 of the case). Moreover, the latter must “assess [...] the possible failure to observe the requirement of good faith, and [...] the possible existence of a significant imbalance to the detriment of the consumer within the meaning of [Article 3(1)]” when assessing “whether a contractual term, which [was] not individually negotiated, is unfair” (paragraph 80). Eventually, the CJEU noted that such a clause was not automatically unfair just because the “fee” was not expressly tied to the value of the services. Moreover, as stated in paragraph 87, the “imbalance must be assessed [regarding] the rules applicable in national law in the absence of an agreement between the parties”, in connection with the “fair and equitable market practices on the date of conclusion of the contract in the matter of remuneration in the field of sport concerned”. This assessment must also consider the other clauses of the contract, any linked agreements, and all relevant facts surrounding the conclusion of the contract (paragraph 87).

By the sixth question, the CJEU was asked “*whether Article 6(1) must be interpreted as precluding a national court which [found] that a term in a contract concluded between a seller or supplier and a consumer is unfair, within the meaning of Article 3(1), from reducing that amount payable by the consumer to the extent of the costs actually incurred by the seller or supplier in the performance of that contract*” (paragraph 88). However, Article 6(1) lays down a strict rule: once a term is found to be unfair, it “shall, as provided for under their national law, not be binding on the consumer, and that contract shall continue to bind the parties upon those terms if it is capable of continuing in existence without the unfair terms”. Accordingly, the article precludes any partial reduction of the amount owed by the athlete. The national court must either disregard the clause entirely or, if the contract cannot subsist without it, apply the consequences provided for under national law.

Finally, in the ninth question, the issue was whether the national court should weigh the athlete’s minority when testing the clause in question for unfairness under ‘Directive 93/13’. The CJEU stated that, because applying the directive also engages ‘The Charter of Fundamental Rights of the European Union’ (Charter), the national court should “respect the fundamental rights enshrined in the Charter, which include those laid in Articles 17 and 24 thereof, which concern, the right to property and the rights of the child, respectively” (paragraph

100). Article 24 states that the child’s best interests mean the court must treat the athlete’s age and dependence as a primary factor in the fairness test, while Article 17 states that property reinforces that protection of the minor’s future earning matters. Thus, even though ‘Directive 93/13’ states nothing specific related to consumers who are minors, Article 24(2) of the Charter – read alongside Article 3(1) of ‘The United Nations Convention on the Rights of the Child’ – requires that a child’s best interests guide the entire process. Moreover, even if the national court may factor in the parents’ knowledge of the world of professional sport or the athlete’s near-adult age, the athlete’s status is still a relevant – and mandatory – consideration when deciding whether the term is unfair.

Legal Experts’ Perspectives on Case C-365/23

This CJEU ruling has drawn considerable attention in legal circles, especially for its implications for contracts involving minors in the sports sector.

From the perspective of the application of ‘EU Consumer protection law’ to sports contracts, legal professionals from ‘Schoenherr Attorneys at Law’, including Bernhard Schimdt and Patrick Petschinka (2025), emphasized that the CJEU’s decision confirms the applicability of these laws to contracts between sports agencies and minors. They both mention that such contracts must be scrutinized for fairness, especially when they involve long-term financial commitments without guaranteed outcomes.

In terms of transparency and fairness in contractual terms, legal experts (AG Rantos, 2024; Schimdt & Petschinka; Buzea; McKenna & Byrne, 2025) highlighted the court’s emphasis on the necessity for contractual terms to be drafted in clear and intelligible language. This ensures that consumers, including minors, can fully understand the economic implications of their commitments. The court’s stance reinforces the importance of transparency in order to prevent significant imbalances in contractual obligations.

As regards the clause that raised significant legal concerns in this case, lawyer Paul Buzea (2025) stated that its “legal evaluation [...] must consider not only its potential impact on the consumer [...] but also the specific characteristics of the sports domain and the proportional compensation mechanism for the professional training and counseling services provided”. The Court made it clear that expressing the clause as “a simple percentage formulation [was] not, in itself, sufficient to meet the transparency requirements”

and that the professional should “have provided sufficient information prior to the contract conclusion, enabling the consumer to assess the economic impact of this obligation” (Buzea, 2025). To meet the transparency rules, the contract should have listed the relevant income streams (such as salaries, bonuses, and advertising incomes), and given a plausible estimate of expected earnings aligned with the projected professional development, since “the lack of such information may lead to the conclusion that the clause was not drafted in a clear and intelligible manner, thus opening the way for the analysis of its abusiveness” even when it involves the key elements of the agreement (Buzea, 2025).

According to an article by Kate McKenna and Dylan Byrne (2025), “the ruling provides helpful new detail and clarity on the EU law requirement that even ‘core contract terms’ (e.g. pricing terms), which benefit from an exemption under the Directive, must be in ‘plain, intelligible language’”. Moreover, the ruling “*confirmed that the question of whether the Directive applies to a contract is determined at the date of contract inception (when the player was a minor and a consumer) and not later (when the player was a professional / trader)*” (McKenna & Byrne, 2025). Thus, concerning the legal interpretations and implications of applying consumer safeguards to sports contracts: the same legal experts highlighted that this decision reinforces the applicability of ‘EU consumer legislation’ to contracts signed by minors, even in the sports industry. The court underlined that the assessment of consumer status is based on the individual’s position when the contract is concluded, irrespective of any subsequent professional developments. In this particular case, it emphasized the importance of the athlete’s minority when the contract was concluded, noting that this fact constitutes a key element in assessing the fairness of the term. The Court acknowledged that minors are particularly vulnerable, and their best interests must be a primary consideration, aligning with Article 24(2) of the ‘EU Charter of Fundamental Rights’.

Finally, regarding the broader impact of this ruling on the sports industry, there is a clear need to re-evaluate long-term representation agreements. The decision prompts a reassessment of contracts between young athletes and sports agencies. As Buzea (2025) noted, this CJEU case “paves the way for the consolidation of case law that more accurately reflects the complexity of contemporary economic relationships, especially in areas where the interaction between private

investments, early professional training, and future earning prospects generates atypical contractual realities”. He further added that “the Court does not adopt a formalist approach focused exclusively on the duration of obligations or the amount of remuneration [...]”. Instead, it calls for a contextual examination – one that “balances the legitimate interests of professionals with the inherent vulnerabilities of the consumer’s position, which are even more pronounced in the case of minors”.

The case highlights the complexity of balancing consumer rights and children’s rights with regulatory standards, particularly in situations involving young athletes. It underscores the need for clearer safeguards in youth sports contracts to ensure that commercial interests do not override the best interests of minors.

Conclusions

The case is a landmark in CJEU jurisprudence because it brings together three elements rarely considered in one judgment: unfair contract terms, minors, and the sports sector. Thus, it stands as an important reference point for the intersection of consumer protection law and sports contracts involving minors, as noted by Schmidt and Petschinka (2025). They also mentioned that “legal practitioners and stakeholders in the sports industry should carefully review their contractual practices to align with this ruling, ensuring compliance with EU consumer protection standards and upholding the rights of minor athletes”. Accordingly, the case emphasizes the necessity for clarity, fairness, and proportionality in contractual agreements, particularly when one party is a minor; it also signals a broader child-protection change in EU consumer-law doctrine. It also highlights the need for heightened scrutiny of contractual practices in the sports industry, where power imbalance and long-term commitments can significantly impact minors’ futures. This decision serves as a reminder that legal protections must evolve to reflect the unique vulnerabilities of child athletes within commercial settings.

Finally, this ruling is likely to reshape contractual practices by prompting sports academies, agencies, and clubs to review the contracts they offer to young athletes. It will serve as a key reference point for national courts seeking guidance from the CJEU on the validity of clauses in agreements concluded with young athletes. This decision also affirms the right of young athletes and their legal guardians to challenge potentially unjust contractual provisions. Moreover, it underscores

the importance of understanding contractual obligations and seeking legal advice when appropriate.

References

- Agergaard, S., Redelius, K., Strandbu, Å. (2024). Children's Rights to and in Sport: A Comparative Analysis of Organizational Policies in the Scandinavian Countries. *Social Sciences*, 13(4): 216, <https://doi.org/10.3390/socsci13040216>
- Buzea, P. (2025). Young Sportsmen and Contracts. Case C-365/23, Arce. *Costaş, Negru & Asociații* Website. <https://costas-negru.ro/young-sportsmen-and-contracts-case-c-365-23-arce/?lang=en>
- Case C-365/23, *Judgment of the Court (Fifth Chamber) of 20 March 2025: Arce*. The Court of Justice of the European Union. <https://curia.europa.eu/juris/document/document.jsf?text=&docid=296856&pageIndex=0&doclang=en&mode=req&dir=&occ=first&part=1&cid=15552496>
- Case C-325/08, *Judgment of the Court (Grand Chamber) of 16 March 2010: Olympique Lyonnais SASP vs Olivier Bernard, Newcastle United FC*. The Court of Justice of the European Union. <https://curia.europa.eu/juris/document/document.jsf?text=&docid=80365&pageIndex=0&doclang=EN&mode=lst&dir=&occ=first&part=1&cid=410276>
- Case C-519/04 P, *Judgment of the Court (Third Chamber) of 18 July 2006: David Meca-Medina and Igor Majcen v Commission of the European Communities*. The Court of Justice of the European Union. <https://curia.europa.eu/juris/document/document.jsf?text=&docid=57022&pageIndex=0&doclang=en&mode=lst&dir=&occ=first&part=1&cid=5260695>
- Cooper, D., Van Quathem, K. & Oberschelp de Meneses, A. (2025). CJEU Rules on Fairness of Remuneration Clause in Sports Contract, *Covington* Website. <https://www.globalpolicywatch.com/2025/03/cjeu-rules-on-fairness-of-remuneration-clause-in-sports-contract/>
- Court of Justice of the European Union (2024, October 4). *Opinion of Advocate General Rantos in Case C-365/23*. <https://curia.europa.eu/juris/document/document.jsf?text=&docid=290739&pageIndex=0&doclang=en&mode=lst&dir=&occ=first&part=1&cid=3112827>
- Court of Justice of the European Union (2024, October 4). *Advocate General's Opinion in Case C-365/23 Arce: According to Advocate General Rantos, a contractual term requiring a young sportsman to transfer part of his income if he becomes a professional athlete may potentially be unfair, provided that it is shown that that term creates a significant imbalance in the rights and obligations arising under the contract* [Press Release No 163/24]. https://curia.europa.eu/jcms/jcms/p1_4585182/en/
- David, P. (2020). Respecting the Rights of the Child in Sports: Not an Option. In: B.K. Nastasi, S.N. Hart & S.C. Naser (eds.), *International Handbook on Child Rights and School Psychology*, 377–388. Springer. https://doi.org/10.1007/978-3-030-37119-7_24
- European Union. (2024). Preliminary ruling proceedings – recommendations to national courts. *EUR-Lex* Website. <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=legissum:l14552>
- European Union. (2012). Charter of Fundamental Rights of the European Union. *Official Journal of the European Union*, C 326, 391-407. <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12012P%2FTXT>
- European Union. (1993). Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, *Official Journal of the European Communities*, L 95, 29–34. <https://eur-lex.europa.eu/eli/dir/1993/13/oj/eng>
- Lang, M. (2022). Advancing children's rights in sport: coaching, childhood agency and the participatory agenda. *Sports Coaching Review*, 11(1), 41–63. <https://doi.org/10.1080/21640629.2021.1990655>
- McKenna, K. & Byrne, D. (2025). CJEU's Preliminary Ruling on Exemption Under Unfair Terms Directive. *Matheson* Website. <https://www.matheson.com/insights/detail/cjeu%27s-preliminary-ruling-on-exemption-under-unfair-terms-directive>
- Schmidt, B., Petschinka, P. (2025). Austria: Application of EU Consumer Protection Law to Sports Agency Contracts with Minors. *Schoenherr & CEE Legal Matters* Website. <https://ceelegalmatters.com/schoenherr/29425-austria-application-of-eu-consumer-protection-law-to-sports-agency-contracts-with-minors>
- Shinohara, T. (2020). Child rights and sports law: how can we protect young athlete's human rights under the UN Convention on the Rights of the Child?. *International Sports Law Review Pandektis*, 13(1-2), 136–154. https://www.iasl-journals.com/images/Pandektis_Vol.13/Shinohara.pdf
- Thomson Reuters. (n.d.). Advocate-General (EU). In *Practical Law Glossary*. [https://uk.practicallaw.thomsonreuters.com/Glossary/UKPracticalLaw/I23828072aa4911eabea3f0dc9fb69570?transitionType=Default&contextData=\(sc.Default\)&firstPage=true](https://uk.practicallaw.thomsonreuters.com/Glossary/UKPracticalLaw/I23828072aa4911eabea3f0dc9fb69570?transitionType=Default&contextData=(sc.Default)&firstPage=true)
- Todres, J., & Kilkelly, U. (2025). Sport as a space for human rights education and children's rights. *Human Rights Education Review*, 8(1), 171–182. <https://doi.org/10.1080/25355406.2024.2426870>