



PRESS RELEASE No 67/26

Luxembourg, 30 April 2026

Judgment of the Court in Case C-133/24 | CD Tondela and Others

Competition: the no-poach of players agreement concluded by Portuguese football clubs during the Covid-19 pandemic can potentially be compatible with EU law

In March 2020, the Portuguese authorities announced the adoption of a series of measures intended to contain the risk of spread of the COVID-19 pandemic. The Portuguese Professional Football League (LPFP) subsequently ordered the suspension of all sporting competitions. In April 2020, the LPFP and the clubs participating in the First and Second Divisions¹ announced publicly that the clubs had committed not to recruit their respective players who unilaterally terminated their contracts due to the pandemic.

In April 2022, the Portuguese Competition Authority found that those commitments constituted an agreement having as its object the restriction of the competition on the market for recruiting players eligible to play in those two divisions. The LPFP and a group of professional football clubs participating in those divisions brought an appeal against that decision before the Competition, Regulation and Supervision Court, Portugal.

Entertaining doubts as to whether the agreement at issue fell to be categorised as restrictive of competition by object² and could potentially nevertheless be held to be compatible with EU competition law,³ the Portuguese court decided to refer questions to the Court of Justice.

The Court emphasises, in the first place, that **it is for the Portuguese court, guided by the Court's clarifications, to determine whether or not the agreement at issue presents a sufficient degree of harm to competition to be classified as a restriction of competition by object.**

In order to determine whether an agreement has as an anticompetitive object, it is necessary to examine, first, the content of the agreement; secondly, the economic and legal context of which it forms a part; and, thirdly, its objectives.

In the present case, the Court notes that, by the agreement at issue, the professional football clubs concerned coordinated their conduct on the market for the recruitment of players who have already been trained or are currently undergoing training. That agreement, which is equivalent to a **no-poach agreement**, constitutes a **manifest restriction of a competitive parameter which plays an essential role in high-level sport**. Moreover, the agreement at issue may have an **indirect, potential impact on the 'purchase price' of players**, who are the clubs' human resources.

Nevertheless, the Court notes that the agreement at issue occurred in the **very specific context brought on by the COVID-19 pandemic**, which had a fundamental impact on the functioning of **the professional football sector, where the competitive functioning presents numerous specific characteristics**. Although the occurrence of the pandemic **is not per se such as to justify making an exception to the prohibition of anticompetitive conduct**, even in the field of sport, the Portuguese court will have to **take account of those circumstances** for the purpose of determining whether that agreement has as its object the prevention, restriction or distortion of competition.

The Court adds that, whilst pursuing an objectively anticompetitive aim in recruitment, **the agreement at issue also**

pursued an aim objectively favourable to competition: that of **ensuring stability of player rosters** playing in the First and Second Divisions, in the event of resumption of the sporting season.

In the second place, the Court examines **whether there is a potential justification for the agreement at issue.**⁴ It holds that **the objective consisting in ensuring the regularity of sporting competitions is a legitimate objective in the public interest which holds particular importance in the case of football** and which may justify, in principle and without prejudice to their actual content, the rules implemented by the agreement at issue. It holds, however, that **it is for the Portuguese court to carry out an in-depth examination of the suitability, necessity and proportionality, in the strict sense of the term, of that agreement.**

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 EU law or the validity of an EU act. The Court of Justice does not decide the 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.

Unofficial document for media use, not binding on the Court of Justice.

The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355.

Images of the delivery of the judgment are available on '[Europe by Satellite](#)' ☎ (+32) 2 2964106.

Stay Connected!



¹ During the 2019/2020 season, which initially included the period between 1 July 2019 and 30 June 2020, the First Division was to include 18 professional football clubs. The Second Division, meanwhile, was to include 13 other clubs.

² In order to find that an agreement is caught by the prohibition under EU law, it is necessary to demonstrate either that it has as its object the prevention, restriction or distortion of competition, or that it has such an effect. Where an agreement is, by its very nature, injurious to the proper functioning of normal competition, it will be held to have a restriction of competition as its object, in which case it will not be necessary to examine its effects on competition.

³ Article 101(1) TFEU.

⁴ That will be possible only if it is found not have as its object the restriction of competition, even if it has such an effect. Three conditions must be satisfied: the agreement must be justified by the pursuit of one or more legitimate objectives in the public interest; the specific means used to pursue those objectives must be genuinely necessary for that purpose; and the inherent effect of the means used must not go beyond what is necessary.