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By PwC Deutschland | 30 April 2026

ECJ: Prohibition of poaching players during the COVID-19 might not impair sporting competition

In today’s decision, the European Court of Justice held that the no-poach of players agreement concluded by Portuguese football clubs during the Covid-19 pandemic might be compatible with EU law.

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Background

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 Divisions 1 announced publicly that the clubs had committed not to recruit their respective players who unilaterally terminated their contracts due to the pandemic.

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.

ECJ decision

The ECJ emphasizes, 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.

The agreement at issue, 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 and potential impact on the 'purchase price' of players, who are the clubs' human resources.

Nevertheless, the ECJ 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.

The agreement at issue also pursued an objectively favorable aim to

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competition: that of ensuring stability of player rosters playing in the First and Second Divisions, in the event of resumption of the sporting season. There is a potential justification for the agreement at issue because it ensures the regularity of sporting competitions as 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.

Source: ECJ, **press release No. 67/26** of 30 April 2026. – The complete judgment in the case C-133/24 *CD Tondela and Others* may be found **here**.

Keywords

Coronavirus (COVID-19), competitor, footballer