CASE CARD | 21 April 2026

FC St. Pauli v secondary ticket market (415 HKO 73/24)

Selective distribution

1. CASE SUMMARY

A. Summary of facts

FC St. Pauli brought an action against a secondary ticket resale platform for offering match tickets without clearly indicating that the tickets were subject to resale restrictions under the club's General Terms and Conditions for Ticket Sales. Pursuant to Section 4.4 of those terms, consent to resale is, inter alia, denied where tickets or rights of admission are offered via unauthorised online ticket exchanges such as Viagogo, Seatwave or StubHub, whether directly or through intermediaries. According to the club, resale via unauthorised platforms results in the loss of the right of admission. Where a ticket holder is unable to attend, tickets may only be transferred via the club's official online ticket shop.

B. Legal analysis

The court held that ATGB clauses restricting the resale of match tickets are compatible with competition law where they pursue legitimate interests, such as ensuring affordable ticket pricing and maintaining stadium security.

Although FC St. Pauli holds a dominant position on the market for tickets to its own home matches, the court found no abuse of dominance within the meaning of Section 19 of the German Act against Restraints of Competition ('ARC'). In particular, a resale ban does not constitute an 'unfair obstruction' where it is justified by these legitimate interests and reasonable alternatives are available to consumers, such as an authorised resale channel or ticket return mechanisms.

The court further clarified that, while there is no direct competitive relationship between the football club as primary seller and the secondary ticket platform as intermediary, a mediated competitive relationship exists. This is because the platform promotes commercial resellers that compete directly with the club's primary ticket sales.

2. QUOTES

"*While the ticket holders and contractual partners of the plaintiff have an undeniable interest in being able to transfer their tickets to third parties in the event that they are unable to attend or otherwise lose interest in the event, this interest is already taken into account in the Ticket Terms and Conditions. Although the General Terms and Conditions for Tickets stipulate that a private purchaser of a ticket or a private contractual partner of a visitor contract may only transfer the right of admission with the plaintiff's consent, such consent is generally granted in advance. The restrictions under which this consent is granted are not so extensive that the plaintiff's interest in a socially equitable pricing structure would thereby be deemed secondary.*" (free translation)

3. RELEVANT LEGISLATION

- Section 19 ARC

4. PRACTICAL SIGNIFICANCE

The judgment confirms that resale restrictions for personalised football tickets, including bans on sales via unauthorised secondary platforms, may be compatible with competition law where they are objectively justified, even where the club holds a dominant position on the primary ticket market.