



European Commission

Directorate-General for Competition

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Oldenburg, Lower Saxony, Germany, 7 June 2026

Subject: Market information regarding SA.122175 (2026/N) – Football stadium, City of Oldenburg (Germany) – Non-confidential

Dear Sir or Madam,

Contrary to the representations previously made during the pre-notification phase of case SA.122175, the Applicant has now proceeded with the conclusion of a turnkey construction contract and has already transferred substantial public funds to the notified aid recipient. These developments raise serious concerns regarding compliance with Article 108(3) TFEU and the effectiveness of the ongoing notification procedure.

In addition to the substantive concerns previously submitted regarding the selective advantage granted to VfB Oldenburg Fußball GmbH, the recent implementation steps appear capable of creating an increasingly irreversible factual and economic situation before the Commission has reached a final decision.

For the reasons set out below, we respectfully submit that the notified measure should not be declared compatible with the internal market and that the Commission should consider whether further procedural measures are required to safeguard the standstill obligation.

The Informant

Initiative KEIN StadionBau is a non-profit campaign opposing excessive state aid to commercial football businesses and their infrastructure.

The Applicant and the Recipient

The City of Oldenburg (Applicant) in Lower Saxony, Germany, is planning to construct a second football stadium to DFB 3. Bundesliga standards, with provision for future expansion to meet

the requirements of a 2. Bundesliga licence. The recipient of the proposed state aid is Stadion Oldenburg GmbH & Co. KG (Recipient), which is wholly owned by the Applicant.

In its annual report, the Recipient reported in May 2026: "The binding investment decision will not be made until the Council meeting on June 1, 2026. Only from that point forward can it be assumed with sufficient certainty that the stadium project will be realized—and, consequently, that assets under construction will be capitalized."¹ That has happened now.

The Beneficiary

The public infrastructure is being built to provide a stadium for 3rd division football. The beneficiary of this measure is the VfB Oldenburg Fußball GmbH (Beneficiary). The company operates as a professional football enterprise with 40+ employees.

Extracts from press about the granting of the construction contract to Walter Hellmich GmbH

From the City of Oldenburg's own public statement:

„On Thursday 4 June, Stadion Oldenburg GmbH & Co. KG has signed a contract with the construction company Walter Hellmich mbH, appointing it as the turnkey contractor. The company plans to build the new stadium on Maastrichter Straße for an agreed fixed lump-sum of € 57.3 million. In addition, ancillary construction costs amounting to €2.36 million are expected. The City Council had paved the way for the implementation of one of the city's most significant infrastructure projects by passing a resolution to award the contract on Monday, 1 June. The **signing of the contract marks the start of the next phase of the project's realization.**“²

„The new stadium construction will be financed through an equity contribution and bank loans. The City Council had already approved the **€15 million equity contribution** to Stadion Oldenburg GmbH & Co. KG on October 28, 2024. In its meeting on Monday, the Council also voted by a majority to secure the loans to be taken out by the stadium company through a **100% default guarantee from the city** and, if applicable, **letters of comfort**. A letter of comfort can be advantageous for securing the best possible loan terms.“³

„**Initial work** will get underway on the site as early as the **summer of 2026**: the city is launching the remediation of legacy contamination by refurbishing a sewage sludge basin.“⁴

Meanwhile, the Applicant has also divulged the message “Oldenburg, the stadium is coming” widely on Instagram⁵ and Facebook⁶.

¹ Management Report for the Financial Year 2025 of Stadion Oldenburg GmbH & Co. KG. (p.2)

² “[Contract for the construction of the new stadium finalised](#)”. Stadt Oldenburg, press release, 5 June 2026.

³ “[Council approves stadium proposal: Hellmich to build new arena](#)”. Stadt Oldenburg, 2 June 2026.

⁴ “[Contract for the construction of the new stadium finalised](#)”. Stadt Oldenburg, press release, 5 June 2026.

⁵ Stadt Oldenburg, Instagram, 2 June 2026: https://www.instagram.com/p/DZDmaJTCDfd/?img_index=1

⁶ Stadt Oldenburg, Facebook, 2 June 2026:

<https://www.facebook.com/oldenburg.DE/posts/pfbid0jqyxACeTvyZw1FJqqMukAARifLu8B2PdSLVVwakbZYPbCW6ZFAg7PXmAfGSYb5Mcl>

The beneficiary's Managing Director was quoted after the City Council's decision to grant the construction contract:

*„I am absolutely delighted that their extraordinary commitment has been rewarded. **As VfB, we are deeply grateful to everyone involved—starting with the city, the city council, and the people who contributed so constructively to this issue,**” said Schachten on Tuesday. The fact that the project is being **largely financed through public funds** lay at the heart of a debate that has dragged on for more than a decade.“⁷*

The Beneficiary's co-captain [Rafael Brand](#) hopes for a signaling effect giving the Beneficiary an advantage on the transfer market:

“This sends a powerful statement across the entire North—one that **allows us to score points when signing new hires. We are establishing new dimensions in the sporting sphere that will **lift the club to the next level.**”⁸**

“Thanks to everyone who made this possible,” said Wirwas, Commercial Managing Director of VfB GmbH. His predecessor, Michael Weinberg—who, following the team's promotion to the third division, had played a pivotal role in **driving the renewed momentum for a new stadium**—also offered his congratulations on social media: “All that hard work really paid off. Congratulations,” remarked the current [board member at Union Bremen](#).

VfB head coach Dario Fossi—who led the team to promotion in 2022 and whose success, along with the accompanying euphoria, helped fuel the stadium debate—stated: “...Personally, this decision by the City Council is also a tremendous recognition of the work we have all put in.”

VfB captain Leon Deichmann added: “This enables the club to continue its long-term development. It opens up the prospect of once again **experiencing professional football** here in Oldenburg.”

Note: Captain Deichmann is employed by the Beneficiary. The use of the term “club” is just misleading framing. All footballers under contract with the Beneficiary are professionals, with their main income deriving from football. When they use the term “*professional football*”, they are not referring to pay, but to the 3. Bundesliga or higher, which are the leagues where significant transfer fees are being paid.⁹

The standstill obligation and exist clause according to the local press

“The contract contains a ‘condition subsequent’ in the event that the European Commission does not grant approval for the aid planned by the City of Oldenburg for the stadium company. The Council regards both a positive outcome of this notification procedure and a positive response from the municipal supervisory authority regarding the guarantee as conditions for the implementation of the contract; this provision was incorporated into the award decision.“¹⁰

“Shortly after the meeting, the citizens' initiative alleged a violation of EU law. They argued that the awarding of the contract was expressly subject to clearance under competition law. Dr. Julia Figura, the Head of Finance, had already explicitly refuted

⁷ [“How the VfB reacted to the City Council's decision.”](#) NWZ, 2 June 2026.

⁸ [“How the VfB reacted to the City Council's decision.”](#) NWZ, 2 June 2026.

⁹ [How the VfB reacted to the City Council's decision.”](#) NWZ, 2 June 2026.

¹⁰ [“Rat verwandelt Stadion-Vorlage: Hellmich baut neue Arena”.](#) Stadt Oldenburg, 2 June 2026.

this during the debate,¹¹ stating that the conclusion of a contract does not constitute a state aid measure. The contract contains a termination clause.”¹²

This termination clause allows an exit at a reduced cost of €750.000, but the exit clause expires already on 30 September 2026.

The Infrastructure Measure

The infrastructure measure is a second stadium for the city of Oldenburg, to facilitate events for 3rd football and higher. As the local paper described it: “The stadium is being built primarily for higher league football and is intended to serve as the new home ground for VfB Oldenburg. However, it is also to be made available for other events.”¹³ As outlined in our submission on 28 May 2026, the availability is only on a theoretical level, with no realistic alternative usages for the football pitch being proposed.¹⁴ The pitch in the proposed infrastructure will remain locked and unused during at least 340 days of the year, while the Beneficiary will only pay usage fees for a small number of days, as all other sports will continue using the existing arenas (EWE Arena), congress hall (Weser-Ems-Halle) and the existing multi-sports stadium (Marschweg Stadium). As the Applicant’s own advisers admitted:

“The Weser-Ems-Hallen offer a diverse range of events in the fields of entertainment, MICE, and culture—which, for a smallish major city, might already be sufficient.”¹⁵

The Applicant tries to justify the market distorting measure claiming that the state aid Recipient „fulfills a public purpose that encompasses meeting the social and cultural needs of Oldenburg’s residents; promoting and developing sports; fostering urban vitality; enhancing the city’s image and profile; promoting the local economy and associated job-securing activities; and enabling professional football.“

However, the Applicant fails to proof regional economic effects¹⁶ or a net jobs gain from the infrastructure measure. The residents are currently consuming just as much football, albeit without VIP-lounges and with a less comfortable VIP-hospitality and with no pitch heating.¹⁷ The Applicant has failed to proof any job-securing aspects. We have refuted all these claims in our previous submission to the DG Competition.

No Third Space¹⁸

The infrastructure will be surrounded by a large, paved parking lot. The stadium (including about 90 public loos) will remain locked for at least 340 days of the year. On approximately 20

¹¹ The relevant part of Head City Councillor Dr. Figura in German: https://youtu.be/OZ2OUkwR6e0?si=m_WG-L_Cqan1MHkB&t=6306, Please find a similar statement below under the header “No Exit”.

¹²

https://www.nwzonline.de/oldenburg/fussballstadion-in-oldenburg-mehrheit-stimmt-fuer-vergabe-von-millionen-auftrag_a_4,3,703297010.html

¹³ “Das Stadion wird hauptsächlich für den höherklassigen Fußball gebaut und soll dem VfB Oldenburg als neue Heimspielstätte dienen.” From: Majority Votes to Award Multi-Million Contract. NWZ, 2 June 2026.

¹⁴ (Ares(2026)5389959 - comp(2026)5819271).

¹⁵ Drees&Sommer, 20 November 2023, p.16

https://www.oldenburg.de/fileadmin/oldenburg/Benutzer/Dateien/30_Amt_fuer_Kultur_Museen_und_Sport/304_Sport/Neubau_Stadion/3_-_Nutzungs-_und_Betriebskonzept.pdf

¹⁶ KSB, 13 May 2025: https://www.keinstadionbau.de/alfons_madeja_slc_management

¹⁷ The Lord Mayor for the Applicant

https://vid-cdn.website-editor.net/b293d33874454bbd87c8ed26bbeb994e/videos/pWm9Pe5vTGqCKHB5Yizu_lV_0_20260313210245-v.mp4

¹⁸ How a Third-Division Stadium Is Reinterpreted as a “Third Space”. KSB 4 June 2026

days of the year controlled access will be granted for a fee. A separate building will host the Beneficiary's administrative office and fan shop – with the publicly stated aim of making the city owned infrastructure the Beneficiary's home. Without the Beneficiary's one season excursion to the 3rd division of German football, Oldenburg would not be building a second stadium.

No SGEI

As outlined in our submissions on 3 March¹⁹ and 13 May 2026²⁰, the SA.122175 fails to serve a Service of General Economic Interest (SGEI).

Market distortion

The Beneficiary is forecast to benefit from ticketing and the hospitality of a new stadium with additional income of between € 2,65 million (PROPROJEKT) to €3,75 million p/a (CSIGHT, assuming 6508 visitors on average).²¹ Thus, the projected extra income for the Beneficiary is roughly in line with the expected operating aid provided by the Applicant.

Economic Advantage for VfB Oldenburg

An analysis published by [Prof. Dr. Schwark \(Westfälische Hochschule\)](#) supports the conclusion that the notified measure relieves VfB Oldenburg of infrastructure costs that would otherwise have to be borne by the undertaking itself or by private investors.

According to the analysis published in the letters of the German Association of Sport Science, the existing Marschweg Stadium already satisfies the requirements of Regionalliga football, whereas the notified project is specifically designed to meet the infrastructure requirements associated with participation in professional football competitions, particularly the 3. Liga and potential future promotion to the 2. Bundesliga.

The article therefore supports the view that the measure is selective in practice and principally benefits a specific professional football undertaking rather than sport infrastructure in general.²²

Capacity at Existing Marschweg Stadium

[Holger Denckmann](#) (Head of the Department for Schools, Sports, Culture and Building Management for the City of Oldenburg) highlighted in a speech at the City Council meeting on 1 June 2026 the versatile uses of the Applicant's existing stadium, which already covers all possible sports (bare some Bundesliga requirements like pitch heating):

“...Indeed, the Marschweg Stadium falls under my department, which is why I am answering this question. ... There are various events and user groups that utilize the facility: schools, clubs, associations, and other groups. The DFB-Pokal match

¹⁹ [\(Ares\(2026\)2320566 – comp\(2026\)2597125\)](#)

²⁰ [\(Ares\(2026\)4852605 – comp\(2026\)5368556\)](#)

²¹ Nutzungs- und Betriebskonzept, slide 15: <https://iitm.be/nubkslides>

²²“[Stadionneubau und apodiktische Sportpolitik in Oldenburg](#)”. Schwark in Schriften der Deutschen Vereinigung für Sportwissenschaften, Band 305. 2026. P.123ff

between Atlas Delmenhorst and Borussia Mönchengladbach is likely still fresh in everyone’s memory—as are the 2022 cup match between Bremer SV and Schalke 04, and the 2018 match between SSV Jeddelloh II and 1. FC Heidenheim. The Oldenburg Knights play their home games there. We host flag football events, and we are exploring further uses for the stadium in the future. Possibilities include district cup finals, regional cup finals, or similar events.

The Marschweg Stadium is also heavily used for track and field events and training. ... since the coronavirus pandemic, high school graduation ceremonies have also been held at the venue. This is a tradition that has been maintained even after social distancing rules were lifted. Beyond sports, there are other events, such as the ‘Gegengerade’ film festival or the stadium sing-along held during the Christmas season.

... there were 272 days of use in 2024 and 283 days in 2025. **VfB Oldenburg accounts for approximately 17 to 20 of these days.** Consequently, the loss of VfB Oldenburg as a user will have only a **negligible impact** on the overall utilization of the Marschweg Stadium.

... **In principle**, the new stadium will also be available to other clubs, subject to availability. A market-rate fee must be paid for its use. However, this **will no longer be handled by the Sports Department**—as is the case with the Marschweg Stadium—but rather by the specially established limited liability company (GmbH).²³

Thus the Applicant’s own Head of the Department for Schools, Sports, Culture and Building Management confirmed that

- major football events take place at the existing stadium,
- moving the Beneficiary’s commercial football events will have negligible impact on the existing stadium,
- the existing stadium has capacity to host additional events,
- the existing stadium is already used for large public events and
- the new infrastructure is not planned or grouped at the City’s Sports Department, but rather at the Recipient.

Standstill Obligation: Breach and Irreversibility

According to Applicant:

“The turnkey contract is to be concluded subject to a condition subsequent in the event of an unfavourable outcome of the notification procedure, or with a special right of termination in the event of a negative response from the local government supervisory authority regarding the municipal default guarantee in favour of the contracting company. The turnkey contractor may carry out the necessary planning work to bring the project to the stage where a decision can be made.”²⁴

The city administration further explained that:

“It is correct that the notification procedure with the European Commission—under which the intended investment and operating aid measures were notified—is still ongoing. This means, in particular, that the City of Oldenburg must observe the so-called standstill obligation (prohibition on implementation or execution) pursuant

²³ From the recording of the Oldenburg City Council Meeting on 1 June 2026, starting at [12m40s.](#)

²⁴ In [answer to the 1st question](#). The Head City Councillor of the City of Oldenburg, 1 June 2026

to Article 108(3), third sentence, of the TFEU. Accordingly, the city 'may not implement the proposed measure before the Commission has adopted a final decision'. A distinction must be made here between two levels: the granting of aid to the stadium company (which is the subject of the notification procedure) and the conclusion of the contract with the turnkey contractor. The 'measure' referred to in Article 108(3), third sentence, of the TFEU is the granting of aid. The standstill obligation under Article 108(3), third sentence, of the TFEU therefore applies only to the first level—i.e., the granting of aid to the stadium company.

In the relevant council resolutions, the granting of investment or operating aid for the new stadium by the city to the stadium company is expressly made subject to the condition that the European Commission approves the aid. Consequently, the city has not yet made a binding decision in this regard, nor has any investment or operating aid been granted. The requirements arising from the standstill obligation have been met, meaning that the awarding of the contract is not expected to impact the ongoing notification procedure."²⁵

The Illusory Exit Clause

The Applicant's argument relies on separating the general contractor agreement from the aid itself. The Applicant claim that the standstill obligations are met seems incompatible with the fact that the Applicant has already transferred the plot of land and €4.9 million in investment aid. Without out this investment aid, the Recipient would not be able to engage with the turnkey contractor. Furthermore, the general contractor is performing work that only makes sense if the stadium is built, creating an "economic lock-in."

The Informant questions whether the Applicant remains genuinely free, in economic and practical terms, to abandon the project pending the Commission's decision.

The Applicant's actions—transferring €4.9 million in public funds, signing a €57.3 million turnkey contract, and allowing preparatory work—have already created substantial sunk costs. These commitments undermine the standstill obligation (Article 108(3) TFEU) by making reversal economically and politically unfeasible. By 30 September 2026, the exit clause expires, exposing taxpayers to €5.7 million+ in penalties. The Commission must intervene before this deadline to preserve the integrity of EU State aid control, because:

The contract with the turnkey contractor apparently includes a clause limiting the sunk costs to €750.000 (plus the seven digit preparation costs already incurred). However, this exit clause expires on 30 September 2026, after which the usual 10% of the contract volume (i.e. €5.7 million) plus the cost of all works carried out, will likely be due. As affected taxpayers, we kindly ask you to issue a negative ruling as soon as possible and preferably before the end of August 2026, to minimise the damage.

Questions to the Applicant

May we suggest the Commission asks the Applicant:

- Would the Applicant build a second stadium if the Beneficiary did not exist?

²⁵ In [answer to the 3rd question](#). The Head City Councillor of the City of Oldenburg, 1 June 2026

- What impact will moving commercial football to a new stadium have on the existing Marschweg Stadium? What will be the impact on the Marschweg Stadium's capacity and income?
- Will the new stadium be managed by the Sports Department? If not, why will it be handled differently from the Applicant's other existing stadium?
- Why has the Applicant not reported their intention to enter into a building contract during the standstill?
- What costs would be incurred in the event of cancellation?
- What obligations will arise by 30 September 2026?
- Can the planning still be halted and what will the financial consequences be?
- Is the investment decision actually still open?
- What form of loan default guarantee will the Applicant provide and what financial advantages will arise for the Recipient? from the loan guarantee and/or comfort letter?

Previous Market Information

We have previously submitted non-confidential market information concerning the planned football stadium in Oldenburg on the following occasions:

- February 2023 (COMP/C4/AdS/mdr D(2023)911774 - SA.106365)
- February 2025 (Ares(2025)1455524 - comp(2025)2976646)
- [8 September 2025](#)
- [3 March 2026](#) (Ares(2026)2320566 - comp(2026)2597125)
- [13 May 2026](#) (Ares(2026)4852605 - comp(2026)5368556)
- [28 May 2026](#) (Ares(2026)5389959 - comp(2026)5819271).

Request for a Negative Ruling

The information currently available appears insufficient to support a finding of compatibility under Article 107(3) TFEU. The notified measure raises serious doubts regarding necessity, proportionality, avoidance of undue distortions of competition and compliance with the standstill obligation.

In light of the foregoing, the Informant submits that the notified measure raises serious concerns both under Article 107(1) TFEU and with regard to the Applicant's compliance with Article 108(3) TFEU.

The measure appears designed around the requirements of a single professional football undertaking, confers a significant economic advantage through publicly financed infrastructure, and may already have progressed beyond what is compatible with the standstill obligation. The recent contractual commitments and transfer of public funds further increase the urgency of these concerns.

The Informant therefore respectfully requests that the Commission take these developments fully into account when assessing compatibility and consider whether the circumstances warrant the adoption of appropriate procedural measures to ensure the effectiveness of EU State aid control.

The Informant remains available to provide any further information that may assist the Commission in its assessment.

Yours faithfully,

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