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AUSTRIA

Garante per la Protezione dei Dati Personali

Piazza Venezia 11
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Italy

Vienna, 19 December 2024

noyb case number: **C092**

Complainant:

[REDACTED]

Ryanair account: [REDACTED]

Represented under
Article 80(1) GDPR by:

noyb – European Center for Digital Rights
Goldschlagstraße 172/4/3/2, 1140 Vienna, Austria

Respondent:

Ryanair DAC ('Ryanair')
Ryanair Dublin Office
Airside Business Park
Swords, Co. Dublin
Ireland

Regarding:

Violation of Articles 5(1), 6(1), 9, 12(2), 17(1) GDPR

COMPLAINT

1. REPRESENTATION

1. *noyb* – European Center for Digital Rights is a non-for-profit organisation active in the field of the protection of data subjects’ rights and freedoms with its registered office in Goldschlagstraße 172/4/2, 1140 Vienna, Austria, registry number ZVR: 1354838270 (hereinafter: “*noyb*”, see **Annex 1**). *noyb* is representing the complainant under Article 80(1) GDPR (**Annex 2**).

2. CONTEXT & SUMMARY

2. Ryanair requires the mandatory creation of user accounts for customers interested in buying flight tickets. Since December 2023 a ‘*verification*’ of new accounts is necessary. According to Ryanair’s press release (**Annex 3**), the main aim of customer verification is to “*protect customers from ‘ghost brokering, ‘phishing’, other malicious technology scams employed by online fraudsters, and from pirate OTAs*”.¹ OTA refers to online travel agency.²
3. However, this is not any allegedly “consumer-friendly” conduct – instead Ryanair pursues its own business interests: Namely to prevent third parties from selling its flights in order to be able to sell its additional services directly on its website (such as rental cars and hotel deals), which would otherwise be sold by OTAs if consumers book with them.
4. This approach is at odds with the GDPR and competition law at the same time. The mandatory user verification forms an unjustified barrier to intermediaries to resell flights so that Ryanair benefits from selling additional services. To the best of our knowledge no other airline operating within the EU creates such obstacles for third parties to purchase a plane ticket on behalf of another person. At the same time Ryanair processes more (sensitive) data than is necessary for the contract (see Article 6(1)(b) GDPR) and does also not have a valid legal basis for processing biometric data (see Article 9(1) GDPR).

3. FACTUAL BACKGROUND

5. On [REDACTED] 2024, the complainant tried to buy a Ryanair flight ticket. In order to do so, the complainant had to create an account (“myRyanair”) since Ryanair does not provide the possibility to buy a flight as a ‘guest’ on the company’s website or mobile app (**Annex 4**).
6. Thus, the complainant created an account on the Ryanair app on [REDACTED] 2024 with the email address [REDACTED].
7. To complete the account registration, Ryanair requested the complainant to verify the account. This verification was mandatory, as there was no option to avoid it. Two options were offered to the complainant (**Annex 5**):

¹ <https://corporate.ryanair.com/news/ryanair-launches-new-customer-account-verification-to-protect-customers-from-internet-scams/>

² For example: Trivago ([link](#)); hotels.com ([link](#)); Skyscanner ([link](#)); Kiwi ([link](#)).

- the first option is the 'Express Verification' (which was pre-ticked). The data subject was asked to provide a government ID (a photo of the ID's front and back), activate their camera and perform some actions in front of the camera for facial recognition. This video data is then cross-checked with the data subject's photo on their ID;
 - the second option was the 'Standard Verification' by which Ryanair asks the data subject to provide a government ID and a signature, which they compare with the signature that can be found on the ID.³
8. The complainant performed the pre-ticked 'Express Verification' (**Annexes 6-15**).
9. On [REDACTED] 2024, the complainant booked a flight with Ryanair [REDACTED] [REDACTED] for the [REDACTED] 2024 (**Annex 16**).
10. After the flight, the complainant decided to not keep the account with Ryanair and delete it. As the complainant was unable to find the option to delete the account, she checked online how to do this. The complainant then found a Ryanair webpage addressing the issue:
- "You can deactivate your account by logging in, clicking on your profile circle in the top right-hand corner and selecting 'Personal Information'. From here, you will be able to deactivate your account" (**Annex 17**).*
11. However, the complainant was unable to find any button allowing her to delete or even just to "deactivate" the account on Ryanair's website. The complainant then tried to delete the account directly from the Ryanair app. She was unable to find this option in the app. Instead, the app prompted her to add additional information, namely her title, first name, last name, date of birth, nationality and phone number (**Annex 18**).
12. Overall the complainant was forced to provide wholly disproportionate and unnecessary personal data and was furthermore unable to delete such information.

4. VIOLATIONS

13. Ryanair violated the following provisions of the GDPR:
- (a) Regarding the creation of forced accounts:
- The principle of data minimisation (Article 5(1)(c) GDPR)
- (b) Regarding the mandatory verification process:
- The principle of purpose limitation (Article 5(1)(b) GDPR)
 - The principle of data minimisation (Article 5(1)(c) GDPR)
 - The obligation to have a legal basis to process biometric data (Articles 6 and 9 GDPR)
- (c) Regarding the lack of an option to delete one's account:

³ See also: <https://help.ryanair.com/hc/bg/categories/12502321260433-myRyanair-Account> under "What is the difference between Express Verification and Standard Verification?"

- The obligation to facilitate data subject rights (Article 12(2) GDPR)

4.1. VIOLATION 1: FORCED ACCOUNTS

4.1.1. Mandatory creation of an account to buy a plane ticket violates data minimisation principle (Article 5(1)(c) GDPR)

14. The data minimisation principle (Article 5(1)(c) GDPR) requires that only personal data that is adequate, relevant and limited to what is necessary be processed. Recital 39 GDPR adds that personal data should be processed only if the purpose of the processing could not reasonably be fulfilled by other means.
15. According to the CJEU, necessity should be understood as “...that there are no workable, less intrusive alternatives.”⁴
16. In general, requiring the creation of an account for an online purchase does not appear to be limited to what is necessary.⁵
17. In the present case, Ryanair required the complainant to create an account to buy a plane ticket on the website and on the app. According to Ryanair’s Privacy Policy, the purpose of this data processing is to allow customers to log in, use the myRyanair service and save travel documents in their myRyanair account (**Annex 19**, Page 5). None of this is necessary for a mere purchase of a ticket.
18. Consequently, basically all other airlines offer the possibility to purchase flight tickets without creating an account (for example Lufthansa, Austrian Airlines, Swiss, EasyJet, Air France, LOT (Polish Airlines), SAS Scandinavian Airlines, ITA Airways, Brussels Airlines, Eurowings, Norwegian, Aer Lingus, Aegean Air, Finn Air, and KLM and many others in Europe).
19. Ryanair does not state any compelling reason why its case is different and an account is necessary in order to purchase a flight ticket. In reality, this is not at all necessary for the service Ryanair provides, but is also a technique to block and hinder OTAs from conducting their business in an anti-competitive move by Ryanair.
20. Ryanair is therefore in violation of Article 5(1)(c) GDPR.
21. Even if the creation of an account as such was considered necessary, a copy of an ID, biometric data or a signature should not be necessary to create the account.

⁴ CJEU, 4 July 2023, *Meta Platforms*, C-252/21, para. 99 ([link](#)). Also, the Swiss DPA held that linking the online ordering process to a mandatory customer account violates the necessity requirement and thus, the principle of proportionality of data processing, in accordance with the Swiss Federal Act on Data Protection - FDPIC, 15 April 2024, Digitec Galaxus AG, para. 147 ([link](#)).

⁵ In Guidelines 4/2019, the EDPB gives the example of an online bookshop that “uses a standard contact form, which asks for information including the customer’s date of birth, phone number and home address” in order to buy and deliver books. The EDPB considers that this information cannot be requested unless the controller can clearly demonstrate that it is otherwise necessary and why - EDPB, Guidelines 4/2019 on Article 25 Data Protection by Design and by Default, page 22/para. 76, Example 1 ([link](#)).

4.2. VIOLATION 2: MANDATORY VERIFICATION

4.2.1. Violation the purpose limitation principle (Article 5(1)(b) GDPR)

22. Ryanair requires all customers with new accounts to verify their identity to ensure that the account has been created by them (**Annex 3**). Whether the data subject chooses the 'Express' or 'Standard' verification, Ryanair requests that a picture of an ID be provided, front and back.
23. The complainant was informed that verification was necessary for (i) direct updates about the booking, (ii) protection from cybercrime and (iii) low fees (**Annex 20**).
24. However, in its Privacy Policy Ryanair indicates that the process serves to "verify that a customer is creating the account, and not a third party intermediary which has no commercial relationship with Ryanair, that may have provided incorrect details for bookings" (**Annex 19**, Page 4-5).
25. According to Ryanair's news centre the customer account verification is to "protect customers from 'ghost brokering', 'phishing', other malicious technology scams employed by online fraudsters, and from pirate OTAs".⁶
26. These incongruences raise doubts over the actual reason behind the verification.
27. In reality, it must be stressed that part of Ryanair's business consists of offering products in addition to flights. Among these additional and/or related products are hotels and rental cars. These products are promoted directly through the Ryanair website when booking a flight. If a flight is booked through a travel agency, Ryanair cannot offer these additional services. For this reason, Ryanair decided to impose a verification process to avoid (future) purchases made by intermediaries such as "*pirate OTAs [online travel agencies]*" on behalf of passengers.
28. The fact that Ryanair has an aggressive attitude towards online travel agencies can also be seen in court rulings. For example, in a Spanish Supreme Court judgement, Ryanair tried unsuccessfully to sue a travel agency for "scraping" its website.⁷ Or in a French Supreme Court Judgement where Ryanair criticized SAS OPODO for also scraping the content of the Ryanair website and reusing it on its own website⁸. These two judgements illustrate that Ryanair wants to market its flights directly and without intermediaries, via its website. Ryanair lost both cases.
29. Recently, in proceedings before the Barcelona Commercial Court, Ryanair was ordered (as an interim measure) to cease their practices against one of the OTAs, eDreams ODIGEO, violating the Spanish Unfair Competition Law.⁹

⁶ Ryanair, « Ryanair launches new customer account verification to protect customers from Internet scams » ([link](#)).

⁷ Tribunal Supremo. Sala de lo Civil, 30 October 2012, (ECLI:ES:TS:2012:9153) ([link](#)).

⁸ Cass. Com., 10 February 2015, 12-26.023 (ECLI:FR:CCASS:2015:CO00168) ([link](#)). Ryanair argued that this practice caused it a prejudice by infringing its copyright over its database. The French Supreme Court considered that Ryanair could not benefit of copyright over its database, and therefore dismissed the request.

⁹ <https://www.webwire.com/ViewPressRel.asp?ald=325077>

30. Moreover, the Italian Competition Authority (AGCM) investigates Ryanair since 2023 also in relation to the verification process. In the decision initiating the investigation the AGCM considers Ryanair abuses its dominant position. In particular, the AGCM writes:

“[...] Ryanair faccia leva sulla posizione dominante detenuta sui mercati del trasporto aereo per estendere il proprio potere di mercato all’offerta degli altri servizi turistici (hotel, noleggio auto, etc.), impedendo e/o ostacolando le agenzie di viaggio nella vendita del biglietto aereo, che tipicamente è il primo acquisto che viene effettuato nell’organizzazione di una vacanza e che, pertanto, rappresenta il ‘punto di accesso’ con le maggiori potenzialità di cross-selling per la vendita degli altri servizi. Ciò risulta coerente con quanto espressamente dichiarato nell’Annual Report 2022, in cui Ryanair si dice preoccupata di perdere clienti diretti a vantaggio degli intermediari e in particolare delle OTA, che ‘potrebbero portare a una riduzione del numero di clienti che prenotano direttamente dal sito di Ryanair e conseguentemente una riduzione dei proventi da servizi ancillari’.”¹⁰

English: *“[...] Ryanair leverages its dominant position in the air transport markets to extend its market power to the supply of other tourism services (hotels, car rentals, etc.), preventing and/or hindering travel agencies from selling the airline ticket, which is typically the first purchase that is made in the organization of a vacation and which, therefore, represents the ‘entry point’ with the greatest cross-selling potential for the sale of the other services. This is consistent with what is explicitly stated in the Annual Report 2022, in which Ryanair says it is concerned about losing direct customers to intermediaries and in particular OTAs, which ‘could lead to a reduction in the number of customers booking directly from Ryanair’s website and consequently a reduction in ancillary service revenues’.”* (machine-based translation)

31. The verification process is described by the AGCM as an *“[...] un ingiustificato ed ulteriore onere in termini di adempimenti richiesti [...]”*.¹¹ Which translates to English as: *“[...] an unjustified and additional burden in terms of required obligations [...]”*. (machine-based translation)

32. According to the above, the verification process makes bookings by travel agencies more difficult, if not impossible, in order to ensure Ryanair's economic advantage. Such a practice distorts the market by artificially limiting competition in violation of competition law.

33. These cases demonstrate the real intent behind Ryanair's statements. The company, quite simply, wants to market its flights, directly and without intermediaries, through its website.

34. Thus, the verification serves an illegitimate purpose. It is a well-established and recognised legal practice to ask someone else to act on your behalf, for example to instruct an intermediary to book a flight. It is not up to Ryanair to question this practice.

¹⁰ AGCM, Avvio istruttoria, Provvedimento n. 30772, 14th September 2023, para. 42, [https://www.agcm.it/dotcmsCustom/getDominoAttach?urlStr=192.168.14.10:8080/41256297003874BD/0/E86F5E949BE2F054C1258A3500344CB2/\\$File/p30772.pdf](https://www.agcm.it/dotcmsCustom/getDominoAttach?urlStr=192.168.14.10:8080/41256297003874BD/0/E86F5E949BE2F054C1258A3500344CB2/$File/p30772.pdf)

¹¹ AGCM, Avvio istruttoria, Provvedimento n. 30772, 14th September 2023, para. 36, [https://www.agcm.it/dotcmsCustom/getDominoAttach?urlStr=192.168.14.10:8080/41256297003874BD/0/E86F5E949BE2F054C1258A3500344CB2/\\$File/p30772.pdf](https://www.agcm.it/dotcmsCustom/getDominoAttach?urlStr=192.168.14.10:8080/41256297003874BD/0/E86F5E949BE2F054C1258A3500344CB2/$File/p30772.pdf)

35. It thus appears that the processing of the complainant's personal data served an illegitimate purpose, breaching Article 5(1)(b) GDPR. As the purpose is at odds with competition law, the data processing is also in violation of the lawfulness principle of Article 5(1)(a) GDPR. In other words, Ryanair tries to sacrifice its customers' privacy for its own economic benefit.

4.2.2. Violation of the data minimisation principle (Article 5(1)(c) GDPR)

36. However, even in the event that such verification was considered to have a lawful purpose, the data processing is not necessary for the purposes communicated to the complainant (see **Annex 20**).

- (i) An ID (and biometric data) does not verify if an email address or a phone number is associated with the same person. Therefore, it cannot guarantee a direct communication with the person.
- (ii) Providing more sensitive information like an ID (and biometric data) does not prevent cybercrime, but rather creates more risk in case of a data breach. As accounts and data bases are regularly hacked, the logical approach would not be to ask for more and more personal data during the setup of the account. Preventing later unlawful access can rather be achieved via technical safeguards such as 'two factor' authentication.
- (iii) It is totally unclear to the complainant how a copy of a government ID (and biometric data) will contribute to lower fees. ID scanning would seem to be, in the long run, actually an anticompetitive measure that leads to higher prices for consumers.

37. Consequently, sending a copy of an ID document, which is inherent to the verification mechanism of Ryanair, is not necessary for the (in any case highly questionable) purposes prompted to the complainant and therefore infringes Article 5(1)(c) GDPR.

38. Moreover, no other airlines use such a verification process. Thus, it cannot be necessary for the transportation of a passenger, which is the service at hand.¹²

4.2.3. No valid consent for biometrics (Articles 6 and 9 GDPR)

39. Regarding the 'Express Verification' option, Ryanair claims that the legal basis to collect and process biometric data during customer account verification would be the consumers' explicit consent (**Annex 19**, Page 4-5). This mirrors the requirement under Article 9(2)(a) GDPR. If a customer does not want to consent and refuses the 'Express Verification', they would still have to undergo the 'Standard Verification' (**Annex 5**).

40. Under Article 4(11) GDPR consent "*means any freely given, specific, informed and unambiguous indication of the data subject's wishes*".

41. Recital 32 GDPR states that "*[s]ilence, pre-ticked boxes or inactivity should not therefore constitute consent*". As noted by the EDPB, enabling the most data-invasive options by default lead users to

¹² CJEU, 4 July 2023, *Meta Platforms*, C-252/21, para. 99 ([link](#))

keep this pre-selection and is considered a deceptive design.¹³ Additionally, the CJEU explicitly held that consent referred to in Articles 4(11) and 6(1)(a) GDPR is not validly given by means of a pre-checked checkbox which the user must deselect to refuse his or her consent.¹⁴

42. As further explained in recital 42 GDPR: “Consent should not be regarded as freely given if the data subject has no genuine or free choice or is unable to refuse or withdraw consent without detriment.” In other words, consent will not be valid if a data subject has no real choice, feels compelled to consent or will endure negative consequences if they do not consent, as mentioned in the EDPB Guidelines 05/2020.¹⁵
43. Ryanair requires the creation of an account and the verification of one’s identity in order to buy a plane ticket, as mentioned previously. The complainant could not buy a plane ticket without going through the verification process, whether it be the ‘Express Verification’ or the ‘Standard Verification’.
44. In particular, the complainant was nudged into choosing the ‘Express Verification’, which entails processing of biometric data, through the terminology and design used by Ryanair. From the wording used – ‘Express Verification’ versus ‘Standard Verification’ – and the design – a picture of a clock, insinuating it is the speedier process –, the ‘Express Verification’ seems to be faster and easier than the ‘Standard Verification’.
45. Furthermore, the ‘Express Verification’ option was pre-ticked (Annex 5) and hence not an unambiguous, let alone explicit choice.
46. In addition, customers do not know that the ‘Express Verification’ option implies that they provide Ryanair with more data. To carry out this verification, the complainant had to upload a picture of themselves (where biometric data is extracted from) and their ID. This raises serious doubts as to the informed nature of consent.¹⁶
47. It must be noted that even if the complainant had not consented to ‘Express Verification’, she would have had to perform the ‘Standard Verification’. According to Ryanair this involves uploading (i) a photo of a signature and (ii) a picture of an ID (**Annex 5**). Such an additional action to be taken by the complainant to refuse consent precludes consent from being freely given.¹⁷ Moreover, in all situations when a flight would take place in the near future, there is no alternative to ‘Express Verification’ as the ‘Standard verification’ takes up to 7 days.¹⁸

¹³ EDPB, Guidelines 03/2022 on Deceptive design patterns in social media platform interfaces: how to recognize and avoid them, para. 55 ([link](#)).

¹⁴ CJEU, 1 October 2019, *Planet 49 GmbH*, C-673/17, para. 65 ([link](#)).

¹⁵ EDPB, Guidelines 05/2020 on consent under Regulation 2016/679, para. 13 ([link](#)).

¹⁶ Also, no link to the Privacy Policy was available during the verification of the complainant.

¹⁷ CJEU, 11 November 2020, *Orange România SA*, C-61/19, para. 50 ([link](#)). It should be recalled that hiding the reject option in the second layer of a cookie banner is already deemed to much of an effort for consent to be validly given, although it would only entail two clicks instead of one, see EDPB, Report of the work undertaken by the Cookie Banner Taskforce, para. 8 ([link](#)).

¹⁸ <https://help.ryanair.com/hc/en-us/articles/12893356449681-What-are-the-two-options-for-online-verification>

48. In light of all the aforementioned elements, it is clear that no valid consent was given by the complainant. Ryanair unlawfully processed the complainant's personal data, infringing Article 5(1)(a) GDPR, as well as Article 9(2)(a) GDPR.

4.3. VIOLATION 3: NO OPTION TO DELETE ACCOUNT

4.3.1. No deletion on the website or app possible (Article 12(2) GDPR)

49. The complainant wanted to delete her account but was unable to do so on the website or the app, despite following the instructions from Ryanair in **Annex 17**.

50. It appears that the information provided by Ryanair, although clear and easily accessible, was wrong, given that by following the instructions it was not possible to delete the account. Thus, Ryanair did not take appropriate measures to 'facilitate' the data subject's right to data erasure, violating Article 12(2) GDPR.

51. In addition, no option to delete the account on the website or the app was available.

4.3.2. Obligation to delete (Article 17(1) GDPR)

52. Since Ryanair unlawfully processed the complainant's personal data from the account creation and the verification procedure the personal data in question needs to be deleted (Article 17(1)(d) GDPR). This obligation is independent of a request by the complainant.¹⁹

5. APPLICATIONS

53. In light of the above, the complainant requests the competent authority to declare:

- a. Ryanair's processing of the complainant's personal data in relation to the mandatory account creation unlawful.
- b. Ryanair's processing of the complainant's personal data in relation to the mandatory account creation unnecessary.
- c. Ryanair's processing of the complainant's personal data in relation to the 'Express verification' unlawful.
- d. that Ryanair failed to facilitate the right to erasure of the complainant.

54. In light of the above, the complainant requests the competent authority to order Ryanair:

- a. to erase the Ryanair account of the complainant associated with the email address [REDACTED]
- e. to erase the complainant's personal data processed during the 'Express verification'.
- f. to cease in requiring the complainant to create and verify an account in the future.

55. In light of the above, the complainant suggests the competent authority:

¹⁹ CJEU, 14 March 2024, *Budapest Főváros IV*, C-46/23, para. 37-38 ([link](#))

- a. to order Ryanair to bring its processing operations into compliance with the GDPR.
- b. to order Ryanair to erase all unlawfully processed personal data.
- c. to impose an effective and dissuasive administrative fine on Ryanair, taking into account that the company processes sensitive personal data unlawfully and tries to benefit commercially from GDPR violations.