



REVIEW OF COMPETITION LAW CASES FROM OTHER JURISDICTIONS AUGUST 2022

The following cases are highlighted for further review on potential lessons on competition enforcement by the Authority.

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
CONSUMER PROTECTION				
Netherlands (The Netherlands Authority for Consumers and Markets)	Retail	Decathlon and H&M	The Netherlands Authority for Consumers and Markets (ACM) has seen many potentially misleading sustainability claims in the clothing sector. That is why, in the spring of 2021, ACM asked clothing retailers to take a critical look at their claims. ACM subsequently continued its investigation into Decathlon and H&M, among other retail chains. The investigation revealed, for example, that Decathlon and H&M offered their products using general terms such as “Ecodesign” and “Conscious” without immediately specifying clearly the sustainability benefits with the claim. In the course of the investigation, the two	False and misleading information to Consumers is prohibited under the Act.

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>retailers indicated they were willing to adjust their practices, and to make commitments. The two chains have committed to informing consumers more clearly in order to minimize the risk of misleading practices involving sustainability claims.</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
Canada (Competition Bureau of Canada)	Entertainment	Ticketmaster L.L.C, TNow Entertainment and Ticketmaster Canada LP	<p>On 27th June 2019, Ticketmaster L.L.C., TNow Entertainment Group, Inc. and Ticketmaster Canada LP were ordered to pay a \$4 million penalty and \$500,000 for costs incurred by the Competition Bureau during its investigation into allegedly misleading pricing claims in online ticket sales.</p> <p>This concluded the Bureau's legal action against Ticketmaster and other related companies. As part of a consent agreement registered with the Competition Tribunal, the companies would also establish a compliance program to ensure their advertising complies with the law and will implement new procedures to prevent advertising issues in the future.</p> <p>The Bureau's investigation concluded that Ticketmaster's advertised prices were not attainable because they added mandatory fees during the later stages of the purchasing process. In the Bureau's</p>	<p>Online buying often leads to payment of additional charges on check out that are not advertised upfront in the prices displayed.</p> <p>This leads to consumers paying much more than the advertised prices for online purchases. The Authority may check on this practice in some of the major online retail platforms in Kenya.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>view, the price representations were misleading even though the amount of the fees was disclosed before they completed their transaction. The Bureau concluded that the additional fees often added more than 20% and, in some cases, over 65% to the advertised prices.</p> <p>The agreement followed the Bureau's January 2018 application to the Competition Tribunal seeking to put an end to alleged false or misleading advertising by Ticketmaster, and a public statement in July 2017 calling on all sporting and entertainment vendors to review their marketing practices and display the real price of tickets upfront. Ticketmaster has already made a number of changes to its websites and mobile applications, and has applied these changes across Canada.</p> <p>This was the fifth time since 2015 that the Bureau had successfully taken action to resolve concerns</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>regarding the advertising of unattainable prices online. The Bureau's work related to similar practices had led to a total of \$9.95 million in penalties paid by Ticketmaster and major car rental companies: Avis/Budget, Hertz, Enterprise and Discount.</p>	
<p>The Netherlands (The Netherlands Authority for Consumers and Markets, ACM)</p>	<p>Digital markets</p>	<p>Spelcomputerkopen</p>	<p>ACM has imposed an order subject to periodic penalty payments on Spelcomputerkopen. Spelcomputerkopen.nl sells refurbished game consoles. Spelcomputerkopen was accused of violating consumer protection rules. Consumers filed complaints with ACM that Spelcomputerkopen failed to deliver on time (or not even at all) and does not give consumers their</p>	<p>Consumers must be protected against online misleading practices.</p>

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>money back (or not on time) if consumers cancel their purchases within the cooling-off period.</p> <p>In addition, Spelcomputerkopen was difficult to reach for questions and complaints. In addition, it failed to offer a payment method where consumers are able to pay upon delivery or afterwards. If it had offered such a payment method, fewer consumers would have lost their money. The online store was ordered to make the following improvements:</p> <p>Providing clear information about delivery times, and following through on them;</p> <p>If consumers cancel their purchases within the cooling-off period, and cancel the agreement, they will have to be given back their money within 14 days;</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>Spelcomputerkopen must ensure that consumers are able to reach the company using contact options such as phone, WhatsApp, or email;</p> <p>Spelcomputerkopen must offer at least one payment method where consumers are able to pay at least half of the total amount upon delivery or afterwards.</p> <p>Spelcomputerkopen was given until 9th September 2022 to implement these changes. If they fail to do so on time or not at all, they must pay 2,500 euros per week up to a maximum of 25,000 euros</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
US (Federal Trade Commission).	Betting, Lotteries and gaming	Next-Gen sweepstakes	<p>In 2018 the USFTC received a complaint against the Next-Gen defendants, filed jointly with the State of Missouri, charged Kevin Brandes, William Graham, C. Floyd Anderson, and corporations under their control with sending tens of millions of deceptive personalized mailers to consumers around the world since 2013. The defendants' mailers falsely told recipients that they had won or were likely to win a substantial cash prize, as much as \$2 million (Kshs 238,800,000), in exchange for a fee ranging from \$9.00 (Kshs 1,080) to \$139.99 (Kshs 16,798.8).</p> <p>Many consumers, including seniors, paid the defendants several times before realizing they had been scammed, according to the complaint.</p> <p>In 2019, the operators of the sweepstakes scam that appeared to target seniors agreed to forfeit a</p>	<p>In Kenya, consumers may face the same kind of sweepstakes scams. The Authority has worked on similar complaints before on betting and other scams which lead to consumer distress.</p> <p>The Authority can handle these scam complaints under Section 55 (b) of the Act.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>record \$30 million (Kshs 3,582,000,000) in cash and assets and will be permanently banned from the prize promotion business under a settlement with the Federal Trade Commission.</p> <p>In July 2022, the US FTC returned almost \$25 million (Kshs 2,985,000,000) to 244,745 consumers worldwide who were defrauded by the Next-Gen sweepstakes scheme that affected consumers in dozens of countries, including the United States and Canada.</p> <p>In total, the FTC returned almost \$25 million to affected consumers including many seniors as follows:</p> <ul style="list-style-type: none"> • 221,687 checks totaling \$19,180,753 (Kshs 2,290,181,908.20) to U.S. and Canadian consumers; • 3,516 prepaid Mastercard debit cards totaling \$631,322 (Kshs 75,379,846.80) to consumers in the 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>United Kingdom; and</p> <ul style="list-style-type: none"> 19,542 letters to consumers in more than 50 different countries explaining how they can claim their payments via PayPal, which total \$4,696,242 (Kshs 560,731,294.80). <p>The deadline for consumers to cash their checks or claim their PayPal payments is October 17, 2022.</p>	
MERGERS				
US Federal Trade Commission	Veterinary Services	JAB Consumer Partners and SAGE Veterinary Partners, LLC	<p>On 13th June 2022, the Federal Trade Commission took action to protect competition in markets for specialty and emergency veterinary services by requiring the owner of a chain of veterinary clinics, JAB Consumer Partners, to divest clinics in California and Texas as a condition of its proposed \$1.1 billion acquisition of competing clinic operator SAGE Veterinary Partners, LLC. The Commission also is imposing robust prior approval and</p>	<p>Companies are increasingly engaging in roll up strategies that allow them to accrue market power off the competition agencies radar.</p> <p>Requiring companies to give prior notices and approval provisions will ensure the Authorities / agencies have full visibility into future consolidation and the ability to address it.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>prior notice requirements on JAB's future acquisitions of specialty and emergency veterinary clinics.</p> <p>Under the FTC's order, JAB must obtain the Commission's prior approval before acquiring a specialty or emergency veterinary clinic within 25 miles of any then-owned JAB-owned clinic anywhere in California or Texas. The company must also notify the FTC in writing 30 days prior to acquiring any specialty or emergency veterinary clinic within 25 miles of a clinic owned by JAB anywhere in the United States that otherwise is not required to be reported under the Hart-Scott-Rodino Act.</p> <p>The market structure</p> <p>JAB is the parent company of two firms that operate chains of veterinary clinics providing general, specialty, and emergency care – Compassion-First Pet Hospitals and National Veterinary Associates, Inc.</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>SAGE Veterinary Partners owns and operates 16 veterinary clinics offering specialty and emergency care in Texas, California, Washington, and Alaska.</p> <p>Pet owners rely on emergency clinics when they need care at all hours, when general practice veterinarians are closed. They rely on specialty veterinarians for services that are beyond those typically offered by general veterinarians, such as internal medicine, neurology, medical oncology, critical care, ophthalmology, and surgery.</p> <p>The complaint alleges that as originally proposed, the acquisition is likely to be anticompetitive in three geographic markets for various types of veterinary care in Texas and California.</p> <p>In and around Austin, Texas, for internal medicine, neurology, medical oncology, critical care, and surgery veterinary specialty services,</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>as well as emergency veterinary services would be harmed by the acquisition.</p> <p>In and around San Francisco, California, for internal medicine, neurology, ophthalmology, and surgery veterinary specialty services, as well as emergency veterinary services would be harmed.</p> <p>In and between Oakland, Berkeley, and Concord, California, for internal medicine, medical oncology, and surgery veterinary specialty services, as well as emergency veterinary services would be harmed.</p> <p>All of these markets are highly concentrated, and the acquisition would substantially increase concentration in each market, leaving the combined firm as the only provider in some markets, and one of only two providers in other markets.</p> <p>Proposed Orders</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<ul style="list-style-type: none"> • Divest assets. JAB must sell six clinics to divestiture buyer United Veterinary Care, LLC, no later than 10 days after its acquisition of Sage is consummated. The divested clinics include three SAGE facilities in Austin, Texas, and three clinics operated by a subsidiary of JAB located in San Mateo, Berkeley, and Fairfield, California. • Seek prior approval for an acquisition of a specialty or emergency veterinary clinic located within 25 miles of a JAB-owned veterinary specialty or emergency clinic, for the states of California and Texas. • Provide the Commission with prior notice for an acquisition of a specialty or emergency veterinary clinic located within 25 miles of a JAB-owned veterinary specialty or emergency clinic, for the entire 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>United States.</p> <ul style="list-style-type: none"> • Comply with the prior notice requirement on a nationwide basis and the prior approval requirement in Texas and California for 10 years. • The proposed order also requires divestiture buyer United Veterinary Care, LLC, to obtain prior approval from the Commission before transferring any of the divested assets to any buyer for 10 years after acquiring the divestiture assets, except in the case of a sale of all or substantially all of the company's business. 	
<p>South Africa (Competition Commission of South Africa)</p>	<p>Retail</p>	<p>Raps Stores (Pty) Ltd / Westend SuperSpar and Westend Tops</p>	<p>The Commission has approved the proposed transaction whereby Raps acquired the Target Firms, without conditions. The primary acquiring firm is Raps, a private company incorporated in South Africa. All firms directly and indirectly controlled by Raps are collectively</p>	<p>Public interest considerations are important across jurisdictions. This is a topic for discussion in this year's annual symposium and it offers valuable insights.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>referred to as Acquiring Group. The Acquiring Group is active in the operation of grocery and liquor retail businesses and owns certain Spar grocery and Spar Tops liquor retail businesses which are situated in Mpumalanga. The primary Target Firms are the businesses comprising of the Westend SuperSpar and Westend Tops. The Target Firms comprise one Spar grocery, food, and general merchandise store and one Spar Tops liquor store located in Mpumalanga. The Commission found that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any relevant markets. The Commission further found that the proposed transaction does not raise any substantial public interest concerns.</p>	
<p>South Africa (Competition Commission of South</p>	<p>Transport</p>	<p>SMS Mining Holdings (Pty) Ltd (“SMS Holdings”)/ ARC Fledge Fund/ PBR Logistics (Pty) Ltd</p>	<p>The Commission has approved the proposed transaction whereby SMS Holdings acquired PBR Logistics and EC Blaauw Transport, without</p>	<p>Public interest considerations are important across jurisdictions. This is a topic for discussion in this year’s annual symposium and it offers</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
Africa)		("PBR Logistics")/ EC Blaauw Transport (Pty) Ltd ("EC Blaauw Transport")	<p>conditions. As part of the proposed transaction, ARC Fledge Fund intends to acquire shares in SMS Holdings. The primary acquiring firms are SMS Holdings and ARC Fledge Fund. SMS Holdings is controlled by Silver Dandelion Investments (Pty) Ltd ("Silver Dandelion"). ARC Fledge Fund is a special purpose vehicle established for the proposed merger. ARC Fledge Fund is 100% controlled by ARC SMS (Pty) Ltd ("ARC SMS"). Silver Dandelion, SMS Holdings, ARC SMS, and ARC Fledge Fund and the firms that they control shall be referred to as the Acquiring Group. The Acquiring Group is active within the mining value chain. In particular, the Acquiring Group is active in providing ancillary mining services to mining houses. The Acquiring Group through its subsidiaries is involved in the following activities:</p> <ul style="list-style-type: none"> • Above-ground mining services: These services comprise of (i) the movement of ore; 	valuable insights.

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>(ii) transport of tailings (iii) primary and secondary mining development; (iv) portal development and support; (v) silo rehabilitation, (iii) underground construction; (iv) open cast mining and (v) grout treatment.</p> <ul style="list-style-type: none"> • Underground mining services: The underground services comprise of (i) material handling; (ii) ore movement; (iii) and (iv) the transportation of tailings. <p>The primary target firms are EC Blaauw Transport and PBR Logistics. EC Blaauw Transport is 100% controlled by Silver Dandelion, part of the Acquiring Group in the instant transaction. EC Blaauw Transport and PBR Logistics shall be referred to as the Target Firms. The Target Firms are active within the mining value chain and provide above-ground mining services which include (i) the movement of ore; (ii) transportation of tailings, and (iii) leasing of mining machinery. The Commission found that the</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any relevant markets. The Commission further found that the proposed transaction does not raise any substantial public interest concerns</p>	
<p>South Africa (Competition Commission of South Africa)</p>	<p>Retail</p>	<p>Pick n Pay Retailers (Pty) Ltd/ Lerou Consulting Services (Pty) Ltd</p>	<p>The Commission has approved the proposed transaction whereby Pick n Pay Retailers (Pty) Ltd acquired Pick n Pay Hazyview, without conditions.</p> <p>Post-merger, the grocery and liquor retail business of Pick n Pay Hazyview will continue to trade as Pick n Pay branded supermarket and liquor store, however, it will no longer be an independently owned franchise as it will form part of the Pick n Pay Stores Ltd (“Pick n Pay”) corporate group. The primary acquiring firm, Pick n Pay Retailers, is a wholly owned subsidiary of Pick n Pay. Pick n Pay Retailers controls other entities in South Africa which include Score Supermarkets</p>	<p>There is consolidation ongoing in the retail sector</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>Operating Ltd, Pick n Pay Pharmaceutical Wholesalers (Pty) Ltd, to name a few. Pick n Pay Retailers and all the firms that directly and indirectly control it, as well as all the firms that it, directly and indirectly, controls are collectively referred as the Acquiring Group or the Pick n Pay Group. The primary target firm is Pick n Pay Hazyview, a private company incorporated in South Africa. Pick n Pay Hazyview conducts its business as a franchise Pick n Pay supermarket and liquor store located at Twin City Blue Haze Shopping Centre, Hazyview. The Commission found that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any relevant markets. The Commission further found that the proposed transaction does not raise any substantial public interest concerns</p>	
South Africa	Retail	Pick n Pay Retailers	The Commission has approved the	There is consolidation ongoing

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
(Competition Commission of South Africa)		(Pty) Ltd (“PnP Retailers”)/ Pick n Pay Primrose Family Store (“PnP Primrose”)	proposed transaction whereby PnP Retailers acquired PnP Primrose, without conditions. The primary acquiring firm, PnP Retailers is controlled by Pick n Pay Stores Ltd (“Pick n Pay”). Through PnP Retailers, PnP controls and operates retail stores in South Africa and further in 6 (six) Southern African countries (Botswana, Lesotho, Namibia, Swaziland, Zambia, and Zimbabwe). In South Africa, PnP controls mainly “Pick n Pay” and “Boxer” branded retail outlets, available in multi-format businesses including fast-moving consumer goods (“FMCG”), clothing, alcoholic beverages, pharmaceuticals, etc. Pick n Pay is a multi-format, multi-channel retailer which operates stores in a variety of formats ranging from large hypermarkets to smaller convenience stores. PnP retail stores are operated either as corporate-owned or franchise stores. PnP retail store formats include Pick n Pay Hypermarkets, Pick n Pay	in the retail sector

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>Supermarkets, Pick n Pay Express, Pick n Pay Liquor, Pick n Pay Clothing and Pick n Pay Liquor. The primary target firm, PnP Primrose, is currently owned and operated by Lensmike (Pty) Ltd (“Lensmike”). The Target Firm operates in line with a broader Pick n Pay Group’s offering and is characterised and branded as Pick n Pay Supermarket, Pick n Pay Clothing, and Pick n Pay Liquor. The Commission found that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any relevant markets. The Commission further found that the proposed transaction does not raise any public interest concerns</p>	
<p>South Africa (Competition Commission of South Africa)</p>	<p>Insurance</p>	<p>Alexander Forbes Financial Services (Pty) Ltd (“AF Financial Services”)/ Sanlam Life Insurance Limited (“Sanlam Life”)</p>	<p>The Commission has recommended that the Competition Tribunal approve the proposed transaction whereby AF Financial Services intends to acquire 44 standalone Retirement Fund Administration (“RFA”) from Sanlam Life, with</p>	<p>The parties involved have operations in Kenya and it may be of interest in the future. There is need to track this case by the relevant enforcement units as a surveillance measure.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>conditions. The primary acquiring firm is AF Financial Services. AF Financial Services is controlled by Alexander Forbes Limited (“AF”), which, in turn, is indirectly controlled by Alexander Forbes Group Holdings Limited (AF Group). AF Financial Services and all the firms, directly and indirectly, controlling it will hereinafter be collectively referred to as the AF Group. The AF Group provides a broad range of services which include retirement funds and asset consulting, actuarial, investment and administration services, employee risk benefits and healthcare consulting, personal lines insurance, individual financial advisory, and multi-manager investment solutions. The AF Group serves both the private and public sectors on the institutional side, as well as individual customers. Relevant to the proposed transaction is the standalone RFA services offered by the AF Group. The primary target</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>firm is a portion of the Administration Business of Sanlam Life (“Target Administration Business”). The Target Administration Business and all the firms, directly and indirectly, controlling it will hereinafter collectively be referred to as the Sanlam Group.</p> <p>The Sanlam Group conducts operations through four business clusters, which are insurance (life and general), financial planning, retirement, investment, and wealth management. Relevant to the proposed transaction is the standalone Retirement Fund Administration services offered by the Target Administration Business, a business unit of Sanlam Life. The Commission found that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any relevant markets. The Commission found that the proposed transaction</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			might result in employment concerns. To remedy these concerns, the Commission has recommended a condition that the merging parties will not effect any merger-specific retrenchments of employees as a result of the merger for a 2-year period following the implementation of the merger. The Commission further found that the proposed transaction does not raise any other public interest concerns.	
RESTRICTIVE TRADE PRACTICES				
China (Market Regulation Antimonopoly Bureau)	Health	Geistlich Pharma vs China's Beijing Municipal Administration for Market Regulation ("Beijing AMR")	<p>On 9 February 2022, China's Beijing Municipal Administration for Market Regulation ("Beijing AMR") fined Geistlich Pharma CNY 9.12 million (USD 1.45 million) for engaging in resale price maintenance ("RPM") in breach of China's Anti-Monopoly Law ("AML").</p> <p>The Beijing antitrust authority found that the company included a resale pricing clause in its distribution agreements and also required that its distributors implement minimum resale prices, through face-to-face</p>	<p>Retail Price Maintenance can be hidden in the terms and conditions in distributorship agreement between Manufacturer and its distributors.</p> <p>Distributors can be cornered by product manufacturers to stick RPM through reward and punishment schemes.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>meetings, WeChat and verbal communications.</p> <p>Geistlich Pharma also set distributor KPI policies, monitored distributors' resale prices, and rewarded and penalized distributors who did not follow its RPM requirements.</p> <p>This decision follows several record fines in 2021 and another case in medical device sector in 2016, reinforcing that RPM continues to be a top antitrust enforcement priority in China and particularly in the healthcare/medical sector, where the majority of antitrust fines by penalty amount have involved RPM cases.</p> <p>In its defense, Geistlich argued:</p> <ul style="list-style-type: none"> ➤ that the relevant price-restricting clauses had been included in distribution contracts prior to the introduction of China's AML in 2008; and ➤ the agreements were not actually being implemented because there were occasions where 	<p>RPM can be monitored through Key Performance Indicators.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>resale prices were in fact lower than the recommended resale price policy.</p> <p>The Beijing AMR rejected Geistlich's arguments, noting that:</p> <ul style="list-style-type: none"> ➤ the company had signed a number of contracts between 2008 and 2018 containing the price-restricting terms. It considered the contentious conduct to be continuous and not outside the retroactive statute of limitations; and ➤ occasional cases of lower resale prices referred to by the company did not dissuade the agency from its determination that Geistlich had entered into and implemented monopoly agreements. <p>The Beijing AMR concluded that Geistlich had violated Article 14(2) of the AML by engaging in RPM. It imposed a penalty of CNY 9,123,598 (USD 1.45 million) and ordered the</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>company to cease its infringing conduct.</p> <p>The penalty was reported to represent approximately 3% of Geistlich's China revenue in 2020. Geistlich's active cooperation with the investigation and its commitment to revise its distribution contracts and anti-monopoly compliance systems were all mitigating factors considered by the Beijing AMR in determining the final penalty.</p>	
China (Market Regulation Antimonopoly Bureau)	Manufacturing	Toyota Motors	<p>China's market regulator in March 2019, fined Japanese carmaker Toyota Motor 87.6 million yuan (\$12.5 million) for price-fixing on its premium Lexus cars in eastern Jiangsu province.</p> <p>The decision comes as China steps up regulation over auto sales in the world's biggest vehicle market, where more than 28 million cars</p>	Resale price maintenance can as well be practiced in premium markets for premium products and not just mass market products.

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>were sold in 2018.</p> <p>The Anti-monopoly Bureau of State Administration for Market Regulation said that between 2015 and 2018, the Japanese carmaker set <i>a minimum sales and resale price</i> for its cars in coastal Jiangsu province, which deprived dealers of pricing autonomy and harmed customers' rights.</p> <p>Lexus also fixed sales strategies in the region over the period, including offering customers discounts while asking them to purchase accessories at fixed prices, a sales tactic usual among individual auto dealers in China but frowned upon for carmakers.</p> <p>Toyota Lexus' parent firm, m acknowledged the penalty and respects the decision. China's auto sales are declining, but Lexus' sales keep growing. It sold 180,200 vehicles in the first 11 months this</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			year, a 21% jump from a year earlier.	
Indonesia (Indonesia Competition Commission)	Construction	Indonesia Competition Commission (ICC), PT Kurniadjaja Wirabhakti, PT Dian Sentosa, PT Mahakarya Tunggal Abadi	<p>The Indonesia Competition Commission ("ICC") in October 2021 imposed significant penalties on several Indonesian entities for bid rigging conduct in relation to three separate government tenders related to port and school facility construction.</p> <p>Article 22 of the Indonesian Competition Law prohibits business actors from conspiring with other parties to arrange or determine the winner of a tender where this may result in unfair business practices.</p> <p>Pursuant to the Penalty Guidelines, parties found to be in violation of the Indonesian Competition Law must pay fines imposed by the ICC no later than 30 days after the ICC's decision is handed down. In addition, parties are obliged to pay 20% of the total penalty in the form of bank guarantee before filing an</p>	<p>Pursuant to the penalty Guidelines, parties found to be in violation of the Indonesian Competition Law must pay fines imposed by the ICC no later than 30 days after the ICC's decision is handed down.</p> <p>In addition, parties are obliged to pay 20% of the total penalty in the form of bank guarantee before filing an appeal against an ICC decision.</p> <p>Any delayed payment may be subject to a fine for delay of 2% per month of the value of the fine. In addition, under the Penalty Guidelines parties are obliged to pay 20% of the total penalty in the form of bank guarantee before filing an appeal against an ICC decision.</p> <p>An appeal will not be filed if the bank guarantee letter is not</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>appeal against an ICC decision.</p> <p>The companies were penalized as follows for bid rigging in port construction tender.</p> <ul style="list-style-type: none"> • PT Kurniadjaja Wirabhakti – approx. USD 102,000) • PT Dian Sentosa –approx. USD 14,000) • PT Mahakarya Tunggal Abadi – approx. USD 11,000) <p>Penalties for bid rigging in school construction tender:</p> <ul style="list-style-type: none"> • PT Adhikarya Teknik Perkasa – USD 143,000) • PT Kalber Reksa Abadi –. USD 138,000) 	<p>submitted within 14 days after the ICC announces its decision.</p>
<p>China (State Administration for Market Regulation, SAMR)</p>	<p>Online Platforms</p>	<p>State Administration for Market Regulation (SAMR) and Alibaba</p>	<p>On 10 April 2021, succeeding an investigation, China’s State Administration for Market Regulation (SAMR) announced a decision levying a fine of RMB 18.228 billion (nearly EUR 2.4</p>	<p>Investigation outcomes in digital platforms have the potential to inform review of guidelines in merger scrutiny in online platform sector.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>billion) on Chinese tech giant Alibaba.</p> <p>The inquiry started in December 2020, when the SAMR seized information about the company's conduct by inter alia conducting dawn raids in its premises.</p> <p>Based on the evidence gathered, the SAMR concluded that Alibaba implemented a scheme coercing traders to sell exclusively on its platform, to the detriment of actual and potential competitors, sellers, consumers, and the economy as a whole.</p> <p>The penalty imposed, equivalent to 4% of the company's 2019 turnover in China, is the highest ever for a contravention of the Anti-Monopoly Law (AML).</p> <p>To put it in perspective, in absolute terms, it is three times higher than the next biggest fine, slapped on US multinational Qualcomm in 2015. The Commission was able to take</p>	<p>Guidelines can be developed specifically for the platform economy, targeting strategies such as predatory pricing, exclusivity requirements, price fixing, and algorithmic collusion, as well as draft guidelines classifying platforms and laying down special responsibilities for 'super-platforms'.</p>

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>stern actions against the steelmakers' cartel thanks to information provided by a whistleblower, who provided detailed evidence about their price collusion.</p> <p>The decision constitutes the most powerful punch to date in China's 'sweeping tech crackdown' or the front opened in 2020 against the likes of Baidu, Alibaba, Tencent, and Xiaomi (BATX), the country's very own big tech ecosystem.</p> <p>In the months prior to the imposition of the record-breaking fine, the SAMR had sanctioned e-commerce sites Vipshop, JD.com and Alibaba's Tmall under the country's Price Law for implementing misleading pricing strategies.</p> <p>It imposed an additional penalty on Vipshop for breaching the Anti-Unfair Competition Law by misusing its operators' data to reward those selling exclusively on its platform and punish those</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>resorting to competitors.</p> <p>It published new guidelines for the platform economy, targeting strategies such as predatory pricing, exclusivity requirements, price fixing, and algorithmic collusion, as well as draft guidelines classifying platforms and laying down special responsibilities for ‘super-platforms’.</p> <p>It enacted the Supervision and Management Measures for Online Transactions, with rules relating to consumer and data protection in online interactions. It further stepped up its merger scrutiny, fining Alibaba-, Tencent, and Baidu-associated companies for failing to report operations that exceeded the AML’s notification thresholds.</p> <p>China’s developments come at a time when big tech companies are facing intense legal scrutiny around the world.</p> <p>In October 2021, draft amendments to the AML were published, with</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>far-reaching changes affecting mainly cartels, resale price maintenance, mergers, and penalties. The digital economy is also present in the reform, as the law will now specifically refer to abuses of dominance using inter alia data and algorithms.</p> <p>Importantly, the change of tactic vis-à-vis big tech lives up to the 'observe-then-act' approach often practiced by Chinese regulators.</p>	
Mexico (Mexican Federal Economic Competition Commission, COFECE)	Pharmaceuticals	Selecciones Médicas (Seme), Selecciones Médicas del Centro (Semece), Centrum Promotora Internacional (Centrum), Impromed, Hemoser, Instrumentos y Equipos Falcón (Falcón), Dicipa, Grupo Vitalmex (Vitalmex), Vitalmex Internacional, Vitalmex	<p>In August 2020, COFECE fined companies and natural persons for colluding in tenders for services for laboratory tests and blood banks convened by IMSS and ISSSTE.</p> <p>The Board of Commissioners determined that 11 companies and 14 natural persons coordinated their bids or abstained from bidding in several tenders convened by both public health institutions to the detriment of the treasury and affiliates.</p>	<p>This is a case of bid rigging in the pharmaceuticals sector. This is a sector that is very sensitive and affects the entire population and is a thus a sector of great public interest.</p> <p>The Authority may monitor the sector for anti-competitive practices in terms of bid rigging and also coordination in the distribution of pharmaceutical products.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
		<p>Administración and Vitalmex Soporte Técnico, and 14 natural persons.</p>	<p>The conducts generated a damage to the treasury amounting at least 1 thousand 200 million Mexican Pesos (Kshs. 7.2 billion) due to the payment of overprices by IMSS and ISSSTE to the sanctioned companies.</p> <p>COFECE fined the involved economic agents a total of 626 million 456 thousand Mexican pesos (Kshs. 3.76 Billion) to Selecciones Médicas (Seme), Selecciones Médicas del Centro (Semece), Centrum Promotora Internacional (Centrum), Impromed, Hemoser, Instrumentos y Equipos Falcón (Falcón), Dicipa, Grupo Vitalmex (Vitalmex), Vitalmex Internacional, Vitalmex Administración and Vitalmex Soporte Técnico, as well as to 14 natural persons who participated on behalf of these companies, for agreeing and/or exchanging information for coordinating bids or abstaining from tenders convened by the Mexican Institute for Social</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>Security (IMSS for its acronym in Spanish) and the Institute for Social Security and Social Services for State Workers (ISSSTE for its acronym in Spanish) for the procurement of comprehensive services for laboratory tests and blood banks.</p> <p>Particulars of the Case</p> <p>The Commission proved that the economic agents established a non-aggression pact, for avoiding competition and allocating the items of 7 tenders convened by the IMSS and ISSSTE in 2008, 2010, 2011 and 2015. With this objective, they held intense communications through emails and phone calls to convene meetings during the days before and after the presentation of their bids in said procedures.</p> <p>In 2008, representatives from the economic interest group formed by Seme and Semece, as well as Centrum, Hemoser, Impromed, Falcón and Dicipa agreed to allocate</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>the tenders for providing comprehensive services for laboratory tests in several delegations and High Specialty Medical Units (UMAEs for their acronym in Spanish) from the IMSS. To this end, they identified the installed capacity they had in the respective delegations, in such way that each member could keep the one in which it had the greatest capacity for stocking that spot.</p> <p>To obtain the assignation, the winning party established the bidding price, which was used as a reference for the rest of the participants to present losing bids with a higher price, abstain from participating of making their technical proposal to be insolvent by omitting to present a commitment letter.</p> <p>With minor variations, this coordination mechanism was repeated in the rest of the sanctioned</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>processes:</p> <p>In the 2008 blood banks tenders from the IMSS, economic agents agreed that only Impromed, Falcon and Hemoser would participate.</p> <p>In 2010, the cartel participated for the first time in an ISSSTE tender for the procurement of both services. In this case, the companies determined to present joint participation proposals in two blocks (each one comprising three companies) and allocated the six items of the tendered comprehensive services, three for each block.</p> <p>In the 2011 IMSS laboratory services tender, the same allocation scheme was replicated, therefore each one retained practically the same delegations and/or UMAEs assigned to them in 2008.</p> <p>In the 2011 IMSS blood bank procedure, all cartel companies participated and not only three as in 2008, and each one obtained</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>allocations.</p> <p>In 2015, ISSSTE conducted 2 tenders, for each service. For laboratory services the economic interest group formed by Vitalmex companies engaged into the cartel with a joint bid with Hemoser. Even when moving forward, the newly economic agent abandoned the agreement, contracts were assigned by ISSSTE based on the agreements established by the cartelists.</p> <p>In the last tender for the procurement of blood banks services from ISSSTE in 2015, 10 items were tendered: 6 for general processes and four including a special process (apheresis), and were distributed as follows: the general ones, one for each member of the group and the special ones between those who had the capacity to carry out said tests.</p> <p>For the 2015 IMSS tenders (for comprehensive services for both blood banks and laboratory) the</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>cartelists exchanged sensible and strategic information with the object of coordinating their bids. While the cartel did not achieve its final objective, the exchange of information created a real risk to the competition and free market access process.</p> <p>The damage on the finances of both public institutions from this anticompetitive practice is estimated in more than one thousand 200 million Mexican Pesos, resulting from overprices in some tests this was up to 58.8%- that were paid during ten years by both IMSS and ISSSTE.</p> <p>The illegal conduct eliminated the possibility for both health institutions to use those resources for improving their medical units, in the hiring or training of health staff or in everyday operations of their health centers. Therefore, the agreements acted in detriment of the quality of health services to be provided to</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>affiliated population, which is why this collusion is considered a serious conduct.</p> <p>Consequently, the Board of Commissioners determined to sanction the participants of the collusion- 11 companies and 14 natural persons- with fines amounting 626 million 457 thousand 527 Mexican pesos (Kshs. 3.76 billion), which are the maximum fines that can be imposed pursuant the competition law and the sanctioned parties' economic capacity.</p>	
<p>Indonesia (Indonesia Competition Commission, ICC)</p>	<p>Agriculture</p>	<p>Indonesia Competition Commission (ICC), PT. Lestari Gemilang Intisawit (PT. LGI) and PT. Nabati Agro Subur (PT. NAS).</p>	<p>Indonesia Competition Commission (ICC) on 5th May 2022 imposed sanction on PT. Lestari Gemilang Intisawit (PT. LGI) for the delayed notification of the acquisition of shares of PT. Nabati Agro Subur (PT. NAS). On the basis of the said violation, the Commission Panel in its Commission Panel Hearing with the agenda of the Reading Out of Decision imposing a penalty worth</p>	<p>Sanctions can as well be imposed for late merger notifications. Delayed payment of Penalty attracting another penalty of 2% per month.</p> <p>Does the law allow for penalty on delayed payments of fines imposed on violations of delayed merger notifications in other jurisdictions.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>IDR1,000,000,000 (one billion rupiah) on PT. LGI.</p> <p>This case under register number 05/KPPU-M/2022 had its origin from a corporate action taken by PT. LGI in acquiring the shares of PT. NAS, resulting in a change of controlling party on July 15, 2015.</p> <p>The acquisition of 2,375 (two thousand three hundred and seventy-five) shares or equivalent to 95% (ninety-five percent) shares of PT. NAS by PT. LGI had a transaction value of IDR2,593,460,000 (two billion five hundred and ninety-three million four hundred and sixty thousand rupiah).</p> <p>The Commission Panel took into account alleviating matters of PT. LGI that had admitted its delayed notification to the Commission due to its ignorance of the reporting obligation. In addition to the above, the admission of PT. LGI was proven by the attitude of PT. LGI during the</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>hearings that accepted the arguments in the Delayed Notification Report, PT. LGI was cooperative during the hearing proceedings as proved by its constant presence in the hearings. PT. LGI had submitted the requested documents during the Commission Panel Hearings and had never been declared guilty by virtue of a decision that has had a permanent legal force (<i>inkracht</i>) for violating Law Number 5 of 1999 (Law 5/99).</p> <p>Therefore, based on mandatory notification provisions and various facts in the hearings, the Commission Panel decided that PT. LGI had been legally and convincingly proven to have violated Article 29 of Law 5/99 in conjunction with (jo.) Article 5 Government Regulation No. 57/2010 and sentenced PT. LGI to pay for a penalty of IDR1,000,000,000 (one billion rupiah) and remit it into the state treasury by no later than 30 (thirty) days after the Decision has had a permanent legal</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>force (<i>inkracht</i>).</p> <p>The Commission Panel in its commands of the decision ordered PT. LGI to pay for the penalty by not later than 30 (thirty) days after this Decision has a permanent legal force (<i>inkracht</i>).</p> <p>Delay in the payment of the penalty can be subject to a delayed penalty of 2% (two percent) per month of the value of the penalty. If PT. LGI lodges an Objection, then it is obligated to submit a bank guarantee of 20% (twenty percent) of the value of the penalty to ICC by no later than 14 (fourteen) working days following the receipt of the Decision</p>	
<p>Malaysia (Malaysia Competition Commission, MyCC)</p>	Information and Technology (IT)	<p>i. Tuah Packet Sdn. Bhd.</p> <p>ii. Caliber Interconnects Sdn. Bhd.</p> <p>iii. Liran Digital</p>	<p>In early 2017, upon receiving information on an alleged bid rigging arrangement involving an ASWARA (National Academy of Arts, Culture and Heritage of Malaysia) project, MyCC commenced investigation to determine whether there was an</p>	<p>i. With the increased digitization of most operations, there is need to monitor/screen IT sector in order to reveal possible existence of cartel in the sector.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
		Sdn. Bhd. iv. ViMED Sdn. Bhd. v. Novatis Resources Sdn. Bhd. vi. Silver Tech Synergy Sdn. Bhd. vii. Venture Nucleus (M) Sdn. Bhd. viii. Basenet Technology Sdn. Bhd.	<p>infringement of Act. The investigation discovered that three (3) other projects contain similar elements of bid rigging.</p> <p>The practice involved six (6) enterprises that participated in this procurement project and they formed two (2) separate cartels. The first cartel was between Tuah Packet and Caliber; while the second cartel was between Novatis, Basenet, Venture Nucleus and Silver Tech.</p> <p>The practice involved name sharing amongst the players. As part of the name sharing practice, the enterprises shared confidential company documents such as letterheads, financial documents, CIDB certificate, MOF certificate and company's stamps with each other. The sharing of those items enables the enterprises to prepare and submit the tender documents of another enterprise to the procuring</p>	ii. It is possible to unearth other/multiple cartels when carrying out a single investigation.

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>agency. Because of this name sharing practices, Novatis gained an upper hand against genuine bidders as it had three other offers submitted to ASWARA under the disguise of three separate enterprises.</p> <p>MyCC imposed a financial penalty amounting to RM1,548,192.35 against the enterprises for engaging in bid rigging conducts involving four (4) different IT related projects worth RM1,925,365.90 Specific companies were charged as below;</p> <p>Tuah Packet Sdn. Bhd. (“Tuah Packet”) RM224,589.13 Caliber Interconnects Sdn. Bhd. (“Caliber”) RM301,822.45 Aliran Digital Sdn. Bhd. (“Aliran Digital”) RM32,471.26 ViaMED Sdn. Bhd. (“ViaMED”) RM95,512.17 Novatis Resources Sdn. Bhd. (“Novatis”) RM414,829.38 Silver Tech Synergy Sdn. Bhd.</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			("Silver Tech") RM14,836.26 Venture Nucleus (M) Sdn. Bhd. ("Venture Nucleus") RM320,848.46 Basenet Technology Sdn. Bhd. ("Basenet") RM143,283.24	
Singapore (Competition and Consumer Commission of Singapore)	Supply of maintenance services for swimming pools, spas, fountains and water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.	i. CU Water Services Pte. Ltd. ii. Crystalene Product (s) Pte. Ltd iii. Crystal Clear Contractor Pte. Ltd	CCCS issued an Infringement Decision against three undertakings for their participation in anti-competitive bid-rigging agreements and/or concerted practices involving price fixing and market sharing in relation to the provision of maintenance services for swimming pools, spas, fountains and water features for the tenders conducted by privately-owned developments, including but not limited to condominiums and hotels, in Singapore. CCCS found that the Parties had entered into bilateral agreements and/or concerted practices to bid-rig tenders conducted by privately-owned developments. The first	i. There is a possibility of cartels existing in the service industry. ii. Leniency can be used as a tool in fast-tracking the conclusion of an investigation.

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>tender affected by the bilateral bid rigging agreement and/or concerted practice was between CU Water Services Pte. Ltd. and Crystallene Product (S) Pte. Ltd. was on 13 August 2008 with the last tender affected being on 29 May 2017.</p> <p>The Parties' conduct was contrary to the principle that each undertaking must determine independently the commercial policy it intends to adopt on the market. In determining the penalty amount, CCCS took into consideration the seriousness of the infringement as well as the relevant aggravating and mitigating factors, where applicable. CCCS also granted a leniency and fast track discount to Crystallene Product (S) Pte. Ltd. and Crystal Clear Contractor Pte. Ltd.</p> <p>The infringing conduct by the Parties was generally characterized by a Party requesting a support quote (i.e. the Requesting Party), followed by</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>the Party receiving the request (i.e. the Requested Party) providing a quotation to the customer that is, to the Requested Party's belief, higher than the Requesting Party's quotation given to the customer. Evidence obtained by CCCS showed that most of the times, the Requesting Party would specify a price for the Requested Party to use in its quotation, and this specified price would, to the belief of both Parties, be higher than the Requesting Party's own quotation given to the customer. This formed the large majority of the bid-rigging incidences between CU Water and Crystalene, as well as between CU Water and Crystal Clear. Further, the infringing bid-rigging conduct by the Parties also involved the market sharing of customers where each Party in their respective bilateral agreements agreed or understood not to compete for the other Party's</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>customers in tender bids when that Party was the incumbent contractor at a privately-owned development. There were some bid-rigging incidences where a Party knew or verified that another Party was the incumbent contractor at a particular privately-owned development. The first Party approached the incumbent contractor Party and sought instructions on the price to quote. The incumbent contractor Party (i.e. the Requesting Party) would respond to the first Party (i.e. the Requested Party) in most instances on how much to quote. The Requested Party would follow up by submitting a quotation which it believes to be higher than the Requesting Party's own quotation to the customer.</p> <p>CCCS imposed on each of the Parties penalties for their infringements of the Act as follows:</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>CU Water Services Pte. Ltd. – S\$308,680; Crystalene Product (S) Pte. Ltd. – S\$41,541; and Crystal Clear Contractor Pte. Ltd – S\$68,793</p>	
<p>MEXICO Federal Economic Competition Commission (COFECE)</p>	Sports	17 clubs of the Liga MX, the Mexican Football Federation and 8 Individuals	<p>COFECE imposed fines amounting to 177.6 million Mexican pesos (Kshs. 1.064 Billion) to 17 soccer clubs of the Liga MX for their responsibility in conducting absolute monopolistic practices and, for collaborating in the execution of these practices, with the Mexican Football Federation and 8 natural persons.</p> <p>Conduct</p> <p>The clubs colluded to avoid or inhibit competition in the market for the soccer players’ draft through two conducts:</p> <ul style="list-style-type: none"> Imposing maximum wage caps for women players, which further deepened the pay gap between women 	<p>Collusion in the sports clubs can cause considerable harm to the players and also to the sports sector. Kenya may consider screening the sector to understand whether there are any such agreements that can distort the competition in the sector.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>and male soccer players; and</p> <ul style="list-style-type: none"> Segmenting the market of male players by establishing a mechanism that prevented them from freely negotiating and signing with new teams. <p>Particulars of the Case</p> <p>Since the creation of the Liga MX Femenil [the Mexican women’s soccer league] in 2016, several clubs agreed to establish a wage cap for these athletes according to three categories:</p> <ol style="list-style-type: none"> Those older than 23 years would earn a maximum of 2 thousand Mexican pesos; Those younger than 23 years, 500 Mexican pesos plus a personal training course and The players of Sub 17 years’ category would have no income, but could have support for travel, education and meals. 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>The above agreement was replaced for another one in the 2018-2019 season, through a release the Liga MX informed the clubs that the maximum cap would be of 15 thousand Mexican pesos (Kshs. 90,000) and only 4 of its women players could earn above such amount, in addition in-kind supports could not exceed 50 thousand Mexican pesos (Kshs. 300,000) per tournament.</p> <p>The first cap on women soccer players' remuneration was a part of the presentation of the Liga MX Femenil project and was approved by the Sports Development Committee of Liga MX. In addition, the Federation issued releases to persuade clubs to comply with the wage cap, besides conducting activities to verify compliance.</p> <p>The practice, whose duration was from November 2016 to May 2019, constituted a collusive agreement between Clubs that had the purpose</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>and effect of manipulating prices – in this case, the women players’ wages – and preventing clubs from competing for their hiring through better wages, which not only had a negative impacted on their income, but also had the consequence of widening the gender pay gap. Agreement to segment the market of male players’ draft.</p> <p>The 17 sanctioned clubs, with the collaboration of the FMF, agreed to apply the right of retention (better known as “gentlemen’s agreement”), whereby each club affiliated with the Federation registered before it the players with whom they had a contract, but at its expiration they retained the right to keep them. If a different club was interested in contracting that player, it necessarily had to obtain the authorization from the first club that had the player in its “inventory” and, often, pay a compensation for the exchange.</p> <p>These agreements materialized</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>during the transfer and contracting regime of soccer players (known as draft). The conduct constituted a collusive agreement that had the object and effect of segmenting the market of players in order to limit competition of clubs in the hiring of players, which unduly restricted the mobility of athletes and limited their bargaining capacity to obtain better wages.</p> <p>The duration of this conduct was of at least 10 years, from June 2008 to December 2018, although several economic agents participated for a shorter period. Together both conducts generated a harm to the market estimated in 83 million 375 thousand Mexican pesos (Kshs. 500,250,000)</p>	
Singapore (Competition and Consumer Commission of Singapore)	Warehousing	Competition and Consumer Commission of Singapore (CCCS) and providers of warehousing for	On 16 March 2022, the Competition and Consumer Commission of Singapore (CCCS) issued a Proposed Infringement Decision (PID) against four warehouse operators (the "Parties") for infringing Section 34 of	Price fixing can as well occur in imported cargo transport sector for warehousing services. With the number of mergers being witnessed in imported cargo transport

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
		imported cargo	<p>the Competition Act 2004,</p> <p>The parties in anti-competitive coordination to fix the price of warehousing services at Keppel Distripark. The CCCS's investigations revealed that from 15 June 2017 to 19 November 2019, the Parties imposed an identically named and priced "FTZ Surcharge", which was charged to their customers for the provision of warehousing services for import cargo. This was done pursuant to communications between the Parties, in between 15 and 16 June 2017. The CCCS found that the Parties knowingly substituted the risk of price competition in favour of practical competition.</p> <p>PID reinforces that such price-fixing conduct, by its very nature, is harmful to competition, and businesses should independently decide on their pricing strategies.</p>	<p>industry in Kenya, price fixing can potentially occur. Vertical integration in the sector could potentially lead to collusion.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
<p>Brazil (Administrative Council for Economic Defense, CADE)</p>	<p>Energy</p>	<p>Nacional Gás Butano Distribuidora, Revendedora de Gás da Paraíba, and Frazão Distribuidora de Gás</p>	<p>On 3 August, the Administrative Council for Economic Defense (CADE) found the companies Nacional Gás Butano Distribuidora, Revendedora de Gás da Paraíba, and Frazão Distribuidora de Gás guilty of creating a cartel in the markets of distribution and resale of liquefied petroleum gas (LPG), used mainly in cooking equipment in Brazil. Moreover, 11 individuals connected to the companies will have to pay fines totalling more than BRL 1.9 million (Kshs 43.96 million).</p> <p>Particulars</p> <p>The case started in 2009 when ANP, the oil sector regulatory body, filed a complaint against the cartel. Following this, the Federal Police and several states' prosecution services launched investigations into the cartel.</p> <p>In March 2010, the Federal Police, the Secretariat for Economic Monitoring, and the Prosecution</p>	<p>The energy sector is very key to the livelihood of Kenyans and cartels in the LPG distribution and sale can be very harmful to consumers. The Authority may keep monitoring the LPG market for any indications of cartel like conduct.</p>

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>Services of the State of Paraíba launched Operation Blue Flame, executing dozens of search and temporary arrest orders across the country. CADE obtained evidence of the alleged anti-competitive practices from a case heard by the state court of Paraíba, which included telephone tapping and documents seized from the offices of the investigated companies.</p> <p>The enquiry concluded the defendants acted to restrain competition through price fixing and market allocation in the distribution and resale of LP gas. The Authority found the resellers shared commercially sensitive information to control the LP gas market artificially and support the cartels.</p> <p>The evidence revealed the collusion affected the LP gas resale market in the state of Paraíba. The evidence showed the cartel also affected the distribution market of several states in the Northeast region of Brazil. The</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>distribution and resale would mix up, whether because distributors and resellers would work together to monitor cartelists and punish non-compliant participants or because major resellers also supplied gas cylinders to smaller retailers.</p> <p>Agreements</p> <p>CADE executed four cease and desist agreements with some investigated companies and related individuals. The parties confessed to having engaged in the practice and committed to refrain from further participating in the cartel activity and collaborate with CADE to clarify the conduct and pay the financial contributions imposed.</p> <p>The agreements resulted in sanctions of over BRL 193 million (Kshs. 4.46 billion) in financial contributions to the Fund for De Facto Joint Rights of the Ministry of Justice and Public Security. Expert opinions by the Office of the Attorney General at</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			CADE ascertained their compliance with the legal obligations.	
South Korea (Korea Fair Trade Commission)	Steel Manufacturing	Korea Fair Trade Commission (KFTC), Hyundai Steel, Dongkuk Steel Mill and nine others	<p>Korea's antitrust regulator on 11th August 2022 imposed a combined fine of \$197.5 million (Kshs 23.6 billion) on the country's No. 2 steelmaker, Hyundai Steel, and 10 other firms for fixing bidding prices.</p> <p>Hyundai Steel, Dongkuk Steel Mill and nine others colluded to fix their quotations between 2012 and 2018 to bid on rebar contracts put forward by the state procurement agency, according to the Korea Fair Trade Commission (KFTC).</p> <p>The violations to the country's antitrust laws could bring severe fines on the companies, as well as criminal prosecution of individuals directly responsible for crafting, implementing, or enforcing the agreement.</p> <p>The price collusion helped the colluding companies post a</p>	<p>Bid rigging can as well happen in manufacturing sector.</p> <p>Informant reward scheme could work if promoted to encourage more whistleblowers to come forward on cartel practices. The Reward scheme too must be lucrative to entice the informant to volunteer information to the competition agency.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>combined revenue of 5.5 trillion won (Kshs 500B) during the cited period, a significant profit that represents losses for consumers who covered the excessive prices.</p> <p>In response, the KFTC said it will closely monitor possible price-fixing practices in the raw materials and intermediary goods market, and take stern actions against anti-competition activities.</p> <p>The commission was able to take stern actions against the steelmakers' cartel thanks to information provided by a whistleblower, who provided detailed evidence about their price collusion.</p> <p>The informant received a reward of 1.75 billion won (Kshs 179 million) last year, as the KFTC continues to promote the importance of informants to break down cases of collusion</p>	
South Africa (Competition Commission of South	Insurance	BrightRock Life Limited; Discovery Limited; FMI, a	The Competition Commission conducted a search and seizure operations at the premises of eight	This case is of interest considering the long-term insurance companies in Kenya

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
Africa)		<p>division of Bidvest Life Limited; Hollard Insurance Group (Pty) Ltd; Momentum, a division of MMI Limited; Old Mutual Insure Limited; Professional Provident Society Limited and South African National Life Assurance Company (Pty) Ltd (Sanlam)</p>	<p>insurance companies operating in Gauteng, KwaZulu-Natal, and Western Cape provinces.</p> <p>The Commission has reasonable grounds to suspect that BrightRock Life Limited; Discovery Limited; FMI, a division of Bidvest Life Limited; Hollard Insurance Group (Pty) Ltd; Momentum, a division of MMI Limited; Old Mutual Insure Limited; Professional Provident Society Limited and South African National Life Assurance Company (Pty) Ltd (Sanlam) have engaged in collusive practices to fix prices and/or trading conditions in respect of fees for investment products such as retirement annuity and premiums risk-related products, namely, life insurance cover such as dread disease cover / chronic medical condition cover, disability cover, life cover and funeral assistance benefits in contravention of section 4(1)(b)(i) of the Competition Act.</p> <p>Information by the commission, the</p>	<p>have recently increased premiums though sanctioned by the sector regulators. It may be of interest to follow this case as some of the players have operations in Kenya.</p>

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>companies under investigation shared information on premium rates for risk-related products and fees for investment products, which enables them to adjust the prices of their existing and new insurance products.</p> <p>The search and seizure operations are being conducted as part of an ongoing investigation that was initiated by the Commissioner in January 2021. The operations are being conducted at five sites in Gauteng, two in Western Cape, and one in KwaZulu-Natal. During the search, the Commission will seize documents and electronic data, which will be analysed together with other information gathered to determine whether these firms have contravened the Act.</p> <p>The companies under investigation operate within the long-term insurance market. Their activities within the long-term insurance market, include the offering of</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>investment and risk-related insurance products. The risk-related insurance products include (i) life cover; (ii) funeral cover; (iii) disability cover and (iv) dread disease cover/chronic medical condition cover. The most common form of investment-related product offered by the companies is retirement annuity which becomes payable to the insured upon retirement. Clients of these companies are natural persons as well as corporate policyholders that buy cover such as retirement funds or group life schemes on behalf of their employees.</p> <p>In terms of section 48 of the Act, the Commission is authorized to enter and search premises and seize documents that have a bearing on its investigation. The Commission obtained warrants authorizing it to search these companies from the North Gauteng (Pretoria) High Court, Kwazulu Natal (Durban)</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			High Court, and Western Cape High Court.	
Indonesia	Manufacturing	Indonesia Competition Commission (KPPU), Indofood Group's Salim Ivomas Pratama, Sinar Mas Agro Resources and Technology, Musim Mas and Wilmar Nabati Indonesia	<p>Indonesia's Competition Commission has accused 27 cooking oil companies of allegedly fixing prices and restricting supply in a high-profile cartel case that has garnered widespread public support.</p> <p>Indonesia's anti-monopoly agency has accused 27 cooking oil companies of unfair business practices, saying it has enough evidence to put together a formal case against them.</p> <p>The agency known as the KPPU on July 2022 noted that the companies, which included subsidiaries of some of the country's biggest conglomerates, were suspected of price fixing and controlling supply of cooking oil.</p> <p>Indofood Group's Salim Ivomas Pratama, Sinar Mas Agro Resources</p>	Cooking oil manufacturing is dependent on supplies of raw materials from Indonesia. Could the price fixing in Indonesia be reflected in Kenyan markets

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>and Technology, Musim Mas and Wilmar Nabati Indonesia were among the companies named.</p> <p>The case was first launched in March 2022 after Indonesia faced shortages of cooking oil despite export restrictions.</p> <p>In an attempt to control domestic prices, Indonesia restricted exports of palm oil, which is used for cooking oil, and earlier this year put a limit on maximum retail prices for branded cooking oil, which led to scarcity in the market. When the price cap was later scrapped, branded cooking oil reappeared on supermarket shelves but at high prices of over 50,000 rupiah (S\$4.64) for 2-litre containers, raising suspicions that producers were fixing prices and restricting supply.</p>	
Brazil Administrative Council for Economic Defense	Energy	Nacional Gás Butano Distribuidora, Revendedora de Gás da Paraíba, and Frazão	On 3 rd August 2022, the Administrative Council for Economic Defense (CADE) found	The LPG cartel case was made easier by the oil regulator who was the complainant. This shows that there is need for the

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
(CADE)		Distribuidora de Gás	<p>the companies Nacional Gás Butano Distribuidora, Revendedora de Gás da Paraíba, and Frazão Distribuidora de Gás guilty of creating a cartel in the markets of distribution and resale of liquefied petroleum gas (LPG), used mainly in cooking equipment in Brazil. Moreover, 11 individuals connected to the companies will have to pay fines totalling more than BRL 1.9 million.</p> <p>Case particulars</p> <p>The case started in 2009 when ANP, the oil sector regulatory body, filed a complaint against the cartel. Following this, the Federal Police and several states' prosecution services launched investigations into the cartel.</p> <p>In March 2010, the Federal Police, the Secretariat for Economic Monitoring, and the Prosecution Services of the State of Paraíba launched Operation Blue Flame, executing dozens of search and</p>	<p>Authority to maintain good working relationship with sector regulators so that there is collaboration in the investigations of cases and other issues</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>temporary arrest orders across the country. CADE obtained evidence of the alleged anticompetitive practices from a case heard by the state court of Paraíba, which included telephone tapping and documents seized from the offices of the investigated companies.</p> <p>The enquiry concluded the defendants acted to restrain competition through price fixing and market allocation in the distribution and resale of LP gas. The authority found the resellers shared commercially sensitive information to control the LP gas market artificially and support the cartels.</p> <p>The collusion affected the LP gas resale market in the state of Paraíba. The evidence showed the cartel also affected the distribution market of several states in the Northeast region of Brazil.</p> <p>Settlement Agreements</p> <p>CADE executed four cease and</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>desist agreements with some investigated companies and related individuals. The parties confessed to having engaged in the practice and committed to refrain from further participating in the cartel activity and collaborate with CADE to clarify the conduct and pay the financial contributions imposed.</p> <p>The agreements resulted in sanctions of over BRL 193 million (Kshs. 4.5 Billion) in financial contributions to the Fund for De Facto Joint Rights of the Ministry of Justice and Public Security. Expert opinions by the Office of the Attorney General at CADE ascertained their compliance with the legal obligations.</p>	
MARKET INQUIRIES				
Canada (Canada Competition Bureau)	Healthcare	Market Study on the Healthcare sector in Canada – Specifically on Secure access and sharing of personal health information	This report makes major recommendations to Canadian policymakers on ways to make it easier to access and share personal health information—securely and efficiently—to benefit competition.	The Kenya Healthcare system is facing similar woes as Canada in that personal health information access and sharing is difficult as health information is held by specific healthcare institutions and is

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>More competition helps ensure Canadian patients and health care providers have access to new, innovative digital health care solutions. Canadians and their health care providers should be able to access and share their personal health information and do so easily and securely. But that's not the case currently.</p> <p>Most Canadians' personal health information is stored in databases called electronic medical records (EMRs). There are many types of EMRs used in various settings, such as hospitals or by specialists. This report focuses on primary health care EMRs, used by family doctors and other primary health care providers to store information, such as medical histories and lab results.</p> <p>In Canada, the majority of health care providers use a primary health care EMR system owned by one of three companies. Accessing and sharing information from those</p>	<p>difficult to access by other specialists/doctors and hospitals. The Authority may look into the healthcare sector in Kenya and assess the barriers present when it comes to patient information access and sharing.</p>

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>systems is often difficult. As a result, much of Canadians' personal health information is locked inside the systems of a small number of companies.</p> <p>There are a number of barriers that make it hard for new companies that make EMR systems and other digital health care solutions, like virtual care and e-pharmacy solutions, to enter the Canadian market. We study two major barriers in this report:</p> <ul style="list-style-type: none"> • Disparate privacy and data governance rules across provinces and territories. This can prevent new digital health care solutions from succeeding: making it harder and more expensive for them to enter multiple provinces and territories. This makes Canada less attractive to digital health care entrants that could bring more competitive vigor and innovative solutions to the 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>market. It also makes it difficult to share personal health information across jurisdictions.</p> <ul style="list-style-type: none"> • Difficultly accessing personal health information contained in primary health care EMR systems. This makes it harder for health care providers and patients to adopt new and innovative digital health solutions: making it difficult for them to access and share information. For the companies that develop those solutions, it limits their ability to gain a foothold in the market and compete with existing players. This can hurt long-term innovation and deter start-ups. <p>These barriers can reduce data sharing among health care providers, impede innovation and lower the adoption of digital health care solutions. Primary health care EMR systems should instead be interoperable. Interoperability</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>enables information to flow seamlessly between different solutions. That can allow personal health information to be seamlessly shared between health care providers and digital health care solutions, with appropriate privacy and security protections in place. This can spur greater competition for digital health care solutions and unlock the power of personal health information.</p> <ul style="list-style-type: none"> • Harmonize privacy and data governance rules across Canada. • Require primary health care EMR companies to comply with “anti-blocking” rules. • Require access on a fair, reasonable and non-discriminatory (FRAND) basis. • Put an independent organization in place to establish and enforce anti-blocking rules. • Create incentives to encourage compliance with anti-blocking rules. 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<ul style="list-style-type: none"> • Require that data be shared effectively in a useable format for other companies. • Require that the cost of data sharing be reasonable • Establish interoperability standards for primary health care EMR systems. • Put an independent organization in place to establish, implement and enforce interoperability standards. • Create incentives to encourage compliance with interoperability standards. • Implement interoperability standards that are not rigid. • Use regulatory sandboxes to assess potential risks to data quality, security and privacy. • Eventually extend primary health care EMR interoperability standards to EMRs used in other health care settings. <p>Barriers to competition</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>There are two major barriers to address in the area of personal health information:</p> <ul style="list-style-type: none"> a) Disparate privacy and data governance rules across provinces and territories - Primary health care EMR companies in Canada have to contend with a differing set of rules across provinces and territories. This absence of a single set of rules creates structural inefficiencies and barriers to growth for primary health care EMR companies. • High entry costs. Each province and territory has its own set of privacy and data governance rules that companies must meet. This requires EMR systems to be customized at the provincial/territorial level which is costly. • Market fragmentation. A key strength of digital products is 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>that they can be distributed easily across borders. However, that benefit is not fully realized for personal health information in Canada, due to the lack of common rules for primary health care EMR companies. The result: fewer companies that compete in every part of the country.</p> <p>b) Difficulty accessing information contained in primary health care EMR systems - This barrier limits innovation and slows down much-needed adoption of digital health care in Canada. Switching EMR systems is a disruptive, time-intensive and expensive process. There are significant financial costs and workflow interruptions associated with having to select, purchase, implement and maintain a new system.</p>	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>Recommendations</p> <ol style="list-style-type: none"> 1) Harmonize privacy and data governance rules across Canada - there are disparate privacy and data governance rules in each province and territory. The need to customize digital health care solutions to regional requirements further fragments the already small Canadian market. Harmonizing rules across the country will support greater competition. It will simplify entry and market expansion for companies and make it easier for domestic companies to scale-up and compete nationally and internationally. Those changes will help lower prices, boost the range of meaningful choices and drive innovation forward in this sector of the economy. 2) Require primary health care EMR companies to comply with anti-blocking rules - Anti- 	

Country	Sector/ Market	Parties	Case Summary	Lesson Learnt
			<p>blocking rules stop health care companies from interfering with the access, exchange or use of electronic personal health information. These rules make it easier for health care providers to switch between companies and empowers them to shop around for the primary health care EMR company that best suits their needs. It can also make it easier for Canadians to use new, innovative health care solutions.</p> <p>3) Establish interoperability standards for primary health care EMR systems - The Healthcare Information and Management Systems Society (HIMSS) defines interoperability standards as a “common language and a common set of expectations that enable interoperability between systems and/or devices... regardless of application or market supplier”.</p>	

<i>Country</i>	<i>Sector/ Market</i>	<i>Parties</i>	<i>Case Summary</i>	<i>Lesson Learnt</i>
			<p>A number of groups and governments have made progress towards defining interoperability standards. However, Canada needs a unified standard to remove barriers to data sharing and promote greater competition.</p>	