

**Annex (1)**

**COMMITMENT TO COMPLY WITH REQUIREMENTS OF INFRINGEMENT NOTICE ISSUED TO  
HOTEL PANORAMA COMPANY LIMITED**

**Whereas:**

- A. On 26 January 2021, the Competition Commission (“**Commission**”) issued an Infringement Notice to Hotel Panorama Company Limited (“**Company**”) under section 67 of the Competition Ordinance, Cap. 619 (“**Ordinance**”) (“**Infringement Notice**”);
- B. The Company has expressly indicated to the Commission that it intends to be wound up;
- C. The Infringement Notice was issued on the basis that the Commission had reasonable cause to believe that:
  - (a) The Company has contravened the First Conduct Rule facilitated the making and giving effect of an anti-competitive agreement between Gray Line Tours of Hong Kong Limited (“**Gray Line**”) and Tink Labs Limited (“**Tink Labs**”) regarding tickets for certain tourist attractions that were being sold by Gray Line and Tink Labs at the premises of Hotel Panorama (“**Subject Arrangement**”); and
  - (b) The contravention involved serious anti-competitive conduct within the meaning of section 2(1) of the Ordinance;
- D. Pursuant to the Infringement Notice, the Commission offered not to bring proceedings in the Competition Tribunal (“**Tribunal**”) against the Company and all current and former directors, officers, employees and representatives of the Company and subsidiaries, on condition that the Company makes a commitment to comply with the requirements of the Infringement Notice, as particularised below (“**Requirements**”).
- E. Nevertheless:
  - (a) As per section 76(2) of the Ordinance, if the Commission has reasonable grounds for suspecting that the Company has failed to comply with any of the Requirements, it may bring proceedings in the Tribunal against the Company for the contravention specified in section 2 of the Infringement Notice; and

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- (b) As per section 63(1) of the Ordinance, if the Commission considers that the Company has failed to comply with the commitment to comply with the Requirements, the Commission may apply to the Tribunal for an order under section 63(2) of the Ordinance.
- F. The term “**Staff**” shall, unless the context otherwise requires, mean all directors and employees employed by the Company at the relevant time under the Requirements of this Commitment.
- G. Unless the context otherwise requires, capitalised terms in this Commitment shall have the same meaning as those prescribed by section 2 of the Ordinance.

**THE REQUIREMENTS**

The Company hereby makes a commitment (“**Commitment**”) to the Commission to comply with these Requirements:

**Admission of Contravention**

1. The Company admits that it has contravened section 6(1) of the Ordinance as a result of it having given effect to the Subject Arrangement as a facilitator as more particularly described in Section 2 of the Infringement Notice.

**Cessation of Conduct**

2. The Company shall:
- (a) To the extent not already done so, immediately cease to give effect to the Subject Arrangement by terminating all participation in and/or terminate the Subject Arrangement;
- (b) To the extent not already done so, immediately cease all operations and/or arrangements which seek to uphold the Subject Arrangement, whether by monitoring of the prices of all products sold by Tink Labs and/or Gray Line or otherwise; and
- (c) Confirm to the Commission in writing that the Requirements in this paragraph 2(a) and 2(b) have been complied with within 7 working days from the publication of this Commitment.

### **Circulation of the Infringement Notice and Commitment**

3. Within 14 working days from the publication of this Commitment, circulate by either soft or hard copy to all of the Company's Staff, the following documents together with a reminder that they must be considered carefully:
  - (a) The Infringement Notice (other than the confidential information appearing in the endnotes being redacted in accordance with paragraph 7 of the Infringement Notice); and
  - (b) The Commitment.

### **Competition Compliance Programme**

4. The Company commits to adopt and implement, to the satisfaction of the Commission, an effective competition programme, in the time period and manner set out in paragraphs 5 to 8 below.
5. Circulation of the Commission materials
  - (a) Within 7 working days of the date of the Commitment, the Company shall circulate by email (and any other form the Company considers appropriate) copies of the following documents in both English and Chinese languages to all current staff involved in its business activities in Hong Kong (if any), as well as all of its service providers in Hong Kong with whom the Company has conducted any business within 12 months preceding the date of the Commitment and indicates that such documents be carefully studied:
    - (i) The published non-confidential version of the Infringement Notice;
    - (ii) "The Competition Ordinance and SMEs" brochure;
    - (iii) "Combat Market Sharing" brochure;
    - (iv) "How to comply with the Competition Ordinance Practical Compliance Tools for Small and Medium-sized Enterprises" brochure; and
    - (v) "Guideline on the First Conduct Rule", in particular paragraphs 2.27 to

2.31 and 6.38 to 6.49.

- (b) In respect of new staff recruited and new service providers engaged within 12 months from the date of the Commitment, the requirement in paragraph 5(a) shall apply as specified, except that the Company shall meet the requirement within 7 working days from the commencement date of their employment or the service agreement.
- (c) The Company shall provide a copy of the email referred to in paragraph 5(a) to the Commission within 7 working days of the date of the Commitment, and any emails circulated pursuant to paragraph 5(b) upon the Commission's request from time to time for 2 years from the date of the Commitment.

6. Competition compliance policy

- (a) The Company shall adopt a competition compliance policy, in the form of a written statement signed by its directors, which shall at least indicate their personal commitment to compliance with competition law and that competition law compliance is the responsibility of all staff and a key requirement of its service providers ("**Policy**").
- (b) Before adoption, the Company shall first submit its draft Policy for the Commission's approval within 14 working days from the date of the Commitment.
- (c) After receiving the Commission's approval, the Company shall adopt the Policy as approved by the Commission within 7 working days from the date of the receipt of the Commission's approval.
- (d) The Company shall promulgate the Policy to all current and future staff involved in its business activities in Hong Kong and its service providers in Hong Kong, and ensure that each staff member signs a statement acknowledging their receipt and understanding of the Policy.
- (e) The Company shall keep record of the staff acknowledgments referred to in paragraph 6(d) and provide them for the Commission's inspection upon the Commission's request from time to time for 2 years from the date of the Commitment.

7. Attendance at Commission training

- (a) The Company shall ensure that all current staff and new staff recruited within 12

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months from the date of the Commitment who are based in Hong Kong attend one of the Commission's public seminars or workshops on competition law within 12 months from the date of the Commitment or the commencement date of their employment, whichever is later.

- (b) The Company shall use its best endeavour to procure its service providers, and any new service providers in Hong Kong who are engaged within 12 months from the date of the Commitment, to attend one of the Commission's public seminars or workshops on competition law within 12 months from the date of the Commitment or the commencement date of their service agreement, whichever is later.
- (c) The Company shall keep proper training records recording each staff's name, the date and venue of the seminar or workshop attended.
- (d) The Company shall provide a copy of the records in paragraph 7(c) for the Commission's inspection upon the Commission's request from time to time for 2 years from the date of the Commitment.

8. Local contact during monitoring period

- (a) For the purpose of complying with these Requirements, the Company shall appoint, at its own costs, a solicitors' firm registered with the Law Society of Hong Kong as its local representative for 2 years from the date of the Commitment, with whom the Commission may correspond and conduct any inspection of the Company's performance of its obligations in the above paragraphs.
- (b) The Company shall notify the Commission of its choice of solicitors' firm and provide a copy of the relevant appointment agreement within 14 working days from the date of the Commitment.

**Costs of Complying with this Commitment**

9. Any costs of and incidental to complying with any of these Requirements in this Commitment shall be borne by the Company.

**Period of Time, etc.**

10. Where the Company seeks an extension of time to comply with any of these Requirements in this Commitment, it shall immediately inform the Commission in writing of such an intention, together with reason(s) as to why a time extension is required. The Commission

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- may exercise its discretion to extend the time for complying with any of the above Requirements.
11. Where an act prescribed above is required to be done within a specified period after or from a specified date, the period begins immediately after that date.
  12. Where the time prescribed above for doing any act expires on a Saturday or a general holiday, the act shall be considered to be done in time if done by 4:00 pm on the next working day.
  13. A “working day” means any day other than a Saturday, Sunday or any other day that is a public holiday in Hong Kong.
  14. The Company may apply to the Commission in writing for variation(s) of any of these Requirements and the Commission may exercise its discretion to accept the application or not.

**Signed for and on behalf of:**

**Hotel Panorama Company Limited**

**[Signed]**

**Date: 3 February 2021**

**Name: [Name of signatory]**

**Position: [Position of signatory]**