

**Notice issued under section 4 of Schedule 2 of the Competition Ordinance
regarding the Commission’s acceptance of commitments
in online travel agents case (EC/02NJ)**

1. Introduction and executive summary

The Commission’s investigation

1. The Competition Commission (“**Commission**”) has conducted an investigation under section 39 of the Competition Ordinance (Cap. 619) (“**Ordinance**”) in relation to suspected anti-competitive conduct by online travel agents (“**OTAs**”), relating to certain terms in their agreements with Hong Kong accommodation providers (“**accommodation providers**”)¹.
2. Three of the OTA websites that were investigated (the relevant legal entities for which are set out in paragraph 12 below, together the “**Parties**”) were:
 - a. Booking.com (“**Booking**”);
 - b. Expedia.com (“**Expedia**”); and
 - c. Trip.com (“**Trip**”).
3. As part of the investigation, the Commission examined key terms in agreements between the OTAs and accommodation providers that required the accommodation providers to:
 - a. always give the OTA the same or better price as the prices they offer or apply in all other sales channels (though not including the accommodation provider’s own online sales channel) (“**wide price parity**”)²;

¹ “Accommodation providers” is being used herein to include hotels, guest-houses, bed and breakfasts, or any other type of accommodation service provider that supplies rooms in Hong Kong and enters into a contract with an OTA.

² “Wide price parity” is distinguishable from “narrow price parity”. A narrow price parity clause only requires the accommodation providers to always give the OTA the same or a better price as the price the accommodation provider offers through their own online sales channels. The Commitments described below do not include a commitment by the Parties not to implement narrow price parity clauses, which may give rise to pro-competitive benefits around the avoidance of free-riding by the accommodation provider. See further paragraph 49c. below.

- b. always give the OTA the same or better room conditions as those they offer or apply in all other sales channels (though not including the accommodation provider's own online sales channel) ("**wide conditions parity**"); and
- c. always give the OTA room availability that is at least as favourable as those given to any of its competitors ("**room availability parity**"),

together the "**Relevant Provisions**".

- 4. Based on its investigation, the Commission found that certain of:
 - a. Booking's agreements with accommodation providers included terms requiring wide price parity, wide conditions parity and room availability parity;
 - b. Expedia's agreements with accommodation providers included terms requiring wide price parity, wide conditions parity and room availability parity; and
 - c. Trip's agreements with accommodation providers included terms requiring wide price parity.
- 5. The Commission considers that, by including the terms set out in paragraph 4 in their agreements with accommodation providers, the Parties may have made and given effect, and be giving effect, to agreements which could potentially prevent, restrict or distort competition in contravention of section 6 of the Ordinance ("**First Conduct Rule**").

Acceptance of commitments offered by the Parties

- 6. Each of the Parties have offered commitments under section 60 of the Ordinance to take and refrain from particular actions ("**Commitments**").
- 7. In accordance with the requirements of section 2, Schedule 2 to the Ordinance, on 31 March 2020, the Commission gave notice of the Commitments including its proposal to accept the Commitments and requested parties to make representations by 14 April 2020.³ Following requests from relevant stakeholders, the Commission extended the deadline for representations to 23 April 2020.

³ See further the Commission's Notice issued under section 2 of Schedule 2 of the Competition Ordinance regarding the Commission's proposal to accept commitments in online travel agents case (EC/02NJ), published on 31 March 2020, which is available on its website.

8. The Commission received 3 representations on the Commitments by the deadline of 23 April 2020, which have been published on its website and are also summarised in Part 5 below.
9. Having carefully considered the representations received, the Commission considers that the Commitments, with two modifications (as set out at paragraph 50 below), are appropriate to address its concerns about a possible contravention of the First Conduct Rule. In accordance with section 4 of Schedule 2 to the Ordinance, the Commission hereby gives notice of its acceptance of the Commitments under section 60 of the Ordinance.
10. The remainder of this notice sets out further details regarding:
 - a. the factual background (Part 2);
 - b. the competition concerns identified by the Commission (Part 3);
 - c. the Commitments offered by the Parties (Part 4);
 - d. representations received on the Commitments (Part 5); and
 - e. the Commission's acceptance of the Commitments (Part 6).
11. The Commitments from each of the OTAs, as modified following the consultation process, are appended as **Annex 1** (Booking), **Annex 2** (Expedia) and **Annex 3** (Trip) to this notice.

2. Relevant factual background

The Parties

12. The Parties form part of the three major OTA groups in Hong Kong and make up a large part of OTA accommodation bookings in Hong Kong. The Parties are as follows:
 - a. in the case of Booking, Booking.com B.V. and Booking.com (Hong Kong) Ltd. Booking.com is operated by Booking.com B.V. and is supported in Hong Kong by Booking.com (Hong Kong) Ltd. Booking.com B.V. and Booking.com (Hong Kong) Ltd. are direct and indirect fully owned subsidiaries of Booking.com Holding B.V. Booking.com B.V. and Booking.com Holding B.V. are incorporated in the Netherlands, while Booking.com (Hong Kong) Ltd. is incorporated in Hong Kong;

- b. in the case of Expedia, Expedia Lodging Partner Services Sarl. Expedia Lodging Partner Services Sarl is the primary entity for Expedia’s accommodation supply business and, alongside Travelscape, LLC (d/b/a Expedia Travel), VacationSpot S.L., Hotels.com, L.P., BEX Travel Asia Pte., Ltd., enters into lodging contracts with accommodation providers in Hong Kong. Each entity is a direct or indirect subsidiary of Expedia, Inc. The Commitments given by Expedia relate to Expedia Group brand sites that offer accommodation booking services to consumers including, in Hong Kong, the brands Expedia (Expedia.com.hk) and Hotels.com; and
- c. in the case of Trip, Trip International Travel (Hong Kong) Limited (“**Ctrip Travel HK**”) and Ctrip.com (Hong Kong) Limited (“**Ctrip HK**”). Ctrip Travel HK is the holding company used as the contracting party to sign all supply agreements with accommodation providers in Hong Kong. Ctrip HK is an affiliated company of Ctrip Travel HK and operates the Trip.com website. Both Ctrip HK and Ctrip Travel HK are part of Trip.com group. The Commitments given by Ctrip Travel HK and Ctrip HK relate to the OTA brands of Trip.com and Ctrip.com.

Scope of the investigation

- 13. While the Parties form part of the three major OTA groups in Hong Kong, there are also a few smaller OTAs operating in Hong Kong. The Commission’s investigation has also covered these other OTAs in Hong Kong, but it has only found the Relevant Provisions to be present in the Parties’ contracts with accommodation providers. The Commitments conclude the Commission’s investigation only with respect to the OTA brands covered by the Commitments. The Commission will continue to investigate a limited number of remaining OTA brands and if it identifies any clauses of concern in their agreements with accommodation providers in Hong Kong the Commission will take further action.
- 14. The Commission’s investigation did not identify concerns with respect to meta-search engines or ‘aggregator’ websites. These aggregators compare offers from different accommodation providers and OTAs and direct consumers to the accommodation provider or OTA to carry out an accommodation booking (without providing the accommodation booking service themselves). Typically, companies operating these meta-search engines do not contract directly with accommodation providers. Given their different function from OTAs, such meta-search or comparison sites are not involved in imposing or enforcing the Relevant Provisions in contracts with accommodation providers in Hong Kong.

The role of OTAs in the sale of accommodation provider rooms

15. Accommodation providers use both their own sales channels and other channels such as traditional offline travel agencies and OTAs such as the Parties to reach customers.
16. OTAs operate platforms on the internet through which consumers can search for and book rooms in accommodations that use the platforms. Accommodation providers enter into agreements with the OTAs to enroll on the platforms and upload information about and images of the accommodations to the platforms.
17. Consumers visiting the OTAs' platforms may search for accommodation providers, compare accommodations on the basis of different criteria, including price, and then book rooms. They are not charged by the OTA for using its platform in this way.
18. Accommodation providers set the room prices to be displayed to consumers on the OTAs' platforms and the OTAs receive commission from the accommodation providers for each sale. The OTAs do not typically purchase the rooms but act as agents selling the rooms on behalf of the accommodation providers.
19. In order to achieve the highest possible occupancy rate, it is common for accommodation providers to enroll on several OTAs. The more accommodation providers on an OTA website, the more consumers it will attract, and the more consumers that visit a particular OTA website, the more appealing the OTA will typically be to accommodation providers.

3. The competition concerns identified by the Commission

20. This section explains the competition concerns that the Commitments are seeking to deal with.
21. The agreements between accommodation providers and OTAs constitute vertical agreements, i.e. agreements between undertakings that operate on different levels of the distribution chain and thus are not competitors⁴. The Commission has assessed whether the Relevant Provisions could have the potential effect of harming competition within the meaning of the First Conduct Rule.

⁴ For further information, please refer to the Commission's Guideline on the First Conduct Rule, paragraphs 6.5 to 6.9.

Wide price parity terms

22. Wide price parity terms have the potential effect of softening competition among OTAs as they mean that the price of accommodation providers' rooms will always be the same on competing OTAs' websites.
23. Absent such a clause, an OTA may try to attract accommodation providers to its platform by offering a low commission rate on the sale of rooms. However, with wide price parity terms, the accommodation providers cannot reflect this lower commission rate by way of a lower room rate on that OTA. Any reduced commission rate is therefore unlikely to be accompanied by increased demand by consumers for that OTA's services. This potentially reduces the OTA's incentive to reduce the commission rate in the first place, and thus OTA competition in commission rates is softened.
24. The wide price parity terms could have the potential further effect that increases in an OTA's commission rate cannot lead to a higher room price on that OTA's platform than that available through its competitors. If an OTA increases its commission rate, accommodation providers have the choice of increasing their room rates to accommodation seekers to reflect this higher cost, a decision which would mean also increasing the room rates on other OTAs platforms that have not increased their commission fees, or absorbing the increase in commission. The accommodation provider cannot increase its room rate on the higher cost OTA's platform alone (thereby placing competitive pressure on that OTA by driving consumer traffic away from its platform to other OTAs). Therefore, unless the accommodation provider is prepared to drop the OTA altogether, wide price parity may have the potential effect of softening competition by reducing the competitive pressure accommodation providers can place on the OTAs.
25. Wide price parity clauses may also have the potential effect of hindering entry and expansion by new or smaller OTAs. Specifically, OTAs wishing to enter the market or smaller OTAs may not be able to compete effectively with the incumbents by offering lower commission rates to accommodation providers in return for better room rates.

Room availability parity terms

26. Room availability parity terms have the potential effect of preventing accommodation providers from rewarding or otherwise playing OTAs off against each other by making more rooms available to lower-cost OTAs (i.e. those offering a lower commission to the accommodation provider).

27. As in the case of the wide price parity terms, this may have the possible effect of softening competition among OTAs, as OTAs may have reduced incentives to compete on the basis of commission rates and there may be a foreclosing effect on new entrants and smaller OTAs. In particular, OTAs may have reduced incentives to offer lower commission rates to accommodation providers as they expect that this would not necessarily be reflected in the allocation of a greater number of rooms.

Wide conditions parity terms

28. The competition concern with wide conditions parity is similar to that with room rate and room availability parity. Specifically, if there is a wide conditions parity clause in an agreement with a particular accommodation provider, an OTA offering a lower commission rate to the accommodation provider potentially cannot benefit from better room conditions than the OTA with the parity clause.

29. This has the potential effect of reducing the incentives of the OTA to lower its commission rate in the first place as the reduction will not in result in better room conditions being given to that OTA by the accommodation provider (and the potential for an increase in consumer traffic to that OTA's website). Another possible effect is that an accommodation provider also cannot use better room conditions as a bargaining tool when negotiating commission rates with OTAs.

4. Commitments offered by the Parties

Relevant legal framework

30. Under section 60 of the Ordinance, the Commission may accept a commitment from a person to: (a) take any action, or (b) refrain from taking any action, where it considers this appropriate to address its concerns about a possible contravention of a competition rule.

31. If the Commission accepts commitments, it will terminate its investigation and not bring proceedings in the Competition Tribunal regarding the matters covered by the commitments. This is subject, however, to the ability of the Commission to withdraw its acceptance of commitments under the circumstances provided for in section 61 of the Ordinance, including where there has been a material change of circumstances or the person giving the commitment has failed to comply with them. The Ordinance does not

require parties offering commitments to make any admission of a contravention.

32. In terms of procedure, Schedule 2 of the Ordinance requires the Commission to consult on proposed commitments before it accepts them and consider any representations received on the proposed commitments. If the Commission accepts the commitments following this consultation, under section 64 of the Ordinance, it is required to publish the commitments in its Register of Commitments.

Summary of the Commitments

33. This section provides a high level summary of the Commitments appended in **Annexes 1, 2 and 3**.

Scope

34. The intended purpose of the Commitments is to address the competition concerns described in Part 3. In particular, they provide that the Parties will not, with respect to their existing or new agreements with accommodation providers, enforce or enter into wide price parity terms (in the case of Booking, Expedia and Trip) or wide conditions parity and room availability parity terms (in the case of Booking and Expedia). The Commitments further provide that the Parties will not enforce or enter into agreements with accommodation providers that restrict the room rates, and in respect of Expedia and Booking also the terms and conditions, that accommodation providers are able to offer through their own offline sales channels.

35. In so doing, the Commitments seek to ensure that room prices, room conditions and room availability exist as potential competition parameters between the Parties and with respect to other OTAs and the accommodation providers' offline sales channels.

36. More specifically, under the Commitments, all three of the Parties will remove wide price parity clauses from their respective contracts with Hong Kong accommodation providers. Since wide price parity terms will no longer apply between OTAs as a result of the Commitments, it will be possible for OTAs to compete with each other by inducing accommodation providers to offer lower prices on their platforms in return for the OTA agreeing to take a lower commission rate on room sales. Equally, it will be possible for accommodation providers to place competitive pressure on OTAs by offering lower room prices to OTAs that are willing to charge lower commission rates.

37. The Commitments given by Expedia and Booking not to apply terms relating to room availability parity, as well as parity concerning other conditions, would also increase the ability of accommodation providers to reward an OTA offering lower commission rates than its competitors (for example, by offering such an OTA more favourable cancellation rules or free breakfasts on rooms). This may also help to promote competition between OTAs. The same undertakings are not contained in Trip's Commitments because its agreements with accommodation providers do not contain such clauses.
38. Finally, the Commitments given by each of the Parties exclude specific types of bookings from their scope (i.e., managed, opaque and package bookings), on the basis that such bookings have particular product characteristics which justify their differential treatment from the perspective of parity clauses to normal standalone accommodation bookings. In particular:
- a. Managed bookings are bookings made as part of a managed travel services umbrella agreement, which are agreements offered by corporate managed travel agencies that offer comprehensive travel services to corporate customers. As such, these are not bookings typically offered by OTAs to everyday consumers.
 - b. Opaque bookings are bookings where the identity and precise location of the accommodation remains undisclosed to the customer until after the booking is completed. As such, a customer making an opaque booking would not be able to compare in a meaningful way prices on the accommodation provider's own website and/or on other OTAs.
 - c. Packaged bookings are bookings made by a customer which includes another travel product such as an airfare, car hire, or rail ticket. Customers cannot typically compare the packaged room rate made available by the OTA with the room only rates as displayed on other OTA websites or the accommodation provider's website, as usually only the total package rate is available for viewing by the customer.

Timeframes

39. The Parties will implement the Commitments within 90 calendar days from the date on which they receive notice that the Commission accepts them.

40. Each of the Parties will provide the Commission with a separate written report on their compliance with their respective Commitments within 120 calendar days from the date on which they receive notice that the Commission accepts them.
41. The Parties will thereafter provide an annual compliance statement to the Commission, signed by an authorized officer of the relevant Party, confirming to the best of his or her knowledge that the OTA in question continues to abide by its obligations in the Commitments in relation to the entering into or enforcement of the Relevant Provisions. The first such annual compliance statement would be provided within 13 months after the initial written report described in paragraph 40 is provided by each OTA, with subsequent statements to be provided annually on a date 12 months thereafter for the duration of the Commitments.
42. The Commitments will remain in force for a period of five years from the date the Parties respectively implement them.

Other matters

43. The Commitments do not constitute an admission by the Parties of a contravention of a competition rule.
44. In accordance with section 60, once the Commitments are implemented, the Commission will not continue its investigation, or bring proceedings in the Tribunal, against the OTA brands covered by the Commitments.

5. Representations received on the Commitments

Summary of the representations received

45. The representations received are largely supportive of the Commission's approach.
46. The Consumer Council ("**Council**") submitted its representations on 14 April 2020. By way of summary of its key points, the Council:
- a. is generally supportive of the Commission's position and the proposed acceptance of the Commitments;
 - b. raises various issues about the scope of the Commitments and/or the Commission's investigation, including suggesting that the Commission provide

further detail on managed, opaque and packaged bookings and why these are excluded from the scope of the Commitments, clarifying the scope of the OTAs covered by the Commission's investigation, and suggests the scope of the investigation be extended to agreements between OTAs and other service providers in Hong Kong and that the Commission looks into any similar contraventions in other industries;

- c. states that the Commission should keep reviewing the Commitments to ensure they are fulfilled (including towards the end of the effective period to see if there is a need to extend the Commitments and/or investigate further the matters covered by the Commission's investigation);
- d. seeks the Commission's advice on whether it has uncovered any other anti-competitive conduct, trade malpractices and/or related issues on the part of OTAs, hotel booking sites and/or price comparison sites in Hong Kong; and
- e. suggests that the Commission put forward policy recommendations to the Travel Industry Authority set up to formulate practice guidelines governing OTAs.

47. A Mr Simon Li submitted representations to the Commission on 14 April 2020. By way of summary of its key points, Mr. Li:

- a. indicates that some OTAs in the market may in fact be owned by the same entities or individuals, and suggests that: (i) if there is a lack of real rival OTAs on the Hong Kong market, the incumbent players with large market shares may be able to force accommodation providers to take deep discounts; and/or (ii) that OTAs belonging to the same group may be fixing commission rates among themselves;
- b. questions whether OTA brands operating in the same group of companies should disclose this fact when negotiating with accommodation providers or more generally to consumers;
- c. raises various questions about the scope of the Commitments, including: (i) whether they apply to the accommodation providers' offline channels; (ii) whether they would allow accommodation providers to be forced to implement wide parity clauses "behind the scenes"; (iii) whether meta-search sites were

covered by the Commission's investigation; and (iv) why narrow parity provisions are excluded from the scope of the Commitments;

- d. asks whether the Commission will be monitoring the impact of the Commitments on an ongoing basis and if they were not effective whether it could reopen its investigation; and
- e. alleges that meta-search sites create a false impression that they are full comparison sites, on the basis that they exclude actual rivals from the search results.

48. The Hong Kong Hotels Association (**HKHA**) submitted its representations on 22 April 2020. By way of summary of the key points, the HKHA:

- a. highlights the lack of an admission of contravention by any of the parties in the Commitments and states that this is of material concern, as without this admission the ability to pursue an action under section 110 of the Ordinance is removed, and in light of the actions already taken vis-à-vis the Relevant Provisions in other jurisdiction;
- b. suggests that narrow parity clauses should be included in the scope of the Commitments and invites the Commission to further investigate the effects of such clauses in Hong Kong;
- c. states that Trip's commitments only cover wide price parity clauses and not any other wide parity provisions and suggests that the Trip Commitment include an undertaking to not include wide conditions and room parity in future contracts in Hong Kong;
- d. emphasises the concern on part of its members that the OTAs giving the commitments could use alternative means to achieve the same anticompetitive impact (such as lowering a hotel's positions on its platforms if a hotel does not accept parity), and suggests that language to avoid indirect application of the Relevant Provisions be included in the Commitments;
- e. suggests that a detailed compliance report should be provided within 90 calendar days of the Commitments being accepted, followed by bi-annual compliance statements, and third party monitors be appointed to monitor compliance;

- f. suggest that greater harmonisation of definitions and drafting of the commitments takes place such that the Commitments are easier for the sector to monitor; and
- g. suggests that each of the Commitments should clearly list out to which OTA brands the Commitments apply.

Commission consideration of the representations received

49. The Commission has carefully considered all representations received within the deadline on 23 April 2020. It sets out the following observations in response:

Comments on the scope of the Commission’s investigation or the Commitments

- a. The Commission has set out above details on why meta-search engines do not give rise to concerns in the context of this investigation (at paragraph 14), why managed, opaque and packaged bookings are excluded from the scope of the Commitments (at paragraph 38), and that the Commitments apply to accommodation provider’s offline channels (at paragraph 34). It has also set out further details on the OTA brands covered by the Commission’s investigation in paragraph 13 above.
- b. The Commission believes that the references in the Commitments to “not entering into or enforcing” the Relevant Provisions (in the case of Booking and Expedia) and “otherwise ceas[ing] to apply any Wide Price Parity Clause that applies or might apply” (in the case of Trip), would include a prohibition on the Parties using indirect means to enforce the Relevant Provisions. In any event, should the Commission become aware of the Parties engaging in conduct which amounts to the enforcement of the Relevant Provisions in any way, either directly or indirectly, it can take appropriate action.
- c. In relation to narrow parity clauses (affecting the accommodation provider’s online channels), after a careful assessment, the Commission has decided not to pursue these types of clauses further at this time. Such clauses may have legitimate pro-competitive efficiencies, as they could prevent accommodation providers from ‘free-riding’ on the OTA’s advertising of their accommodation, only for the accommodation provider to then obtain the sale themselves by offering the accommodation for a lower price on their own website.

- d. The OTAs' businesses differ in certain respects and the Commitments are provided individually by each OTA, which has naturally led to some minor differences between definitions and drafting in the Commitments. The Commission does not consider these differences to impact the substantive alignment between the Commitments.
- e. As for the scope of the Commitments from Trip, under section 60 of the Ordinance, commitments are aimed at addressing the Commission's competition concerns. The Commission did not have a basis for competition concerns about wide conditions parity or room availability parity clauses in the case of Trip because its agreements with accommodation providers do not contain such clauses.
- f. A number of the other matters raised in the representations go beyond the scope of the Commission's current investigation and/or do not fall within the scope of the Commission's functions under the Ordinance.

Comments on monitoring of compliance

- g. In terms of monitoring of compliance, the OTAs have each agreed to report to the Commission within 120 calendar days after the acceptance of the Commitments on how they have been implemented in terms of amendments to existing contracts. The Commission also has the right to withdraw its acceptance of the Commitments should it have reasonable cause to suspect that they are not being complied with. However, to more fully address the concerns raised by the representations received by the Commission, the OTAs have agreed to modify their respective Commitments so that they are additionally required to provide an annual compliance statement to the Commission, as described in paragraph 41 above.

Comments on need for an admission of a contravention

- h. The Ordinance specifically envisages that the Commission may accept commitments which do not contain an admission of the contravention from the party providing the commitment. Given the nature and context of the conduct, and since the commitments would effectively address the Commission's competition concerns, the Commission considers it appropriate to accept the Commitments notwithstanding the absence of an admission of a contravention.

Miscellaneous comments

- i. Certain representations suggested a lack of transparency as to the fact that several OTA brands come under common ownership and/or as to which OTA brands were covered by each of the Commitments. In response to the representations received, the Parties have agreed to modify the Commitments so as to clarify to which OTA brands within each Parties OTA group the Commitments apply. To the extent it was suggested that OTAs within the same group might be engaging in coordination on price, the Commission notes that the First Conduct Rule would not apply to agreements and conduct between OTAs which form part of single economic units⁵.

50. As previously mentioned, in light of the representations received, the Commission has engaged with the Parties to obtain the following two modifications to the Commitments:

- a. Clarification in each of the Commitments as to the OTA brands that are subject to the commitments within each of the Parties OTA groups; and
- b. A requirement for each of the OTAs to submit an annual compliance statement, signed by an authorised officer, confirming to the best of his or her knowledge, that the OTA in question continues to abide by its obligations in the Commitments in relation to the entering into or enforcement of the Relevant Provisions. This would be in addition to the initial more detailed report on how relevant agreements have been amended by each of the Parties which must be provided 120 days after acceptance of the Commitments by the Commission. The first such annual compliance statement would be provided within 13 months after the initial more detailed report is provided by each OTA, with subsequent statements to be provided annually on a date 12 months thereafter for the duration of the Commitments.

6. Commission's acceptance of the Commitments

51. In light of the foregoing and having carefully considered the representations received, the Commission considers that the Commitments, as modified in accordance with paragraph 50 above, are appropriate to address its concerns about a possible Contravention of the First

⁵ See further the Commission's Guideline on the First Conduct Rule, paragraphs 2.6 to 2.10.

Conduct Rule.

52. In particular, the Commission considers the Commitments would result in the complete removal of the Relevant Provisions from the relevant agreements between the Parties and accommodation providers within 90 days from their acceptance. This would resolve the Commission's competition concerns in an effective and timely manner. In line with the general principle in paragraph 3.14 of the Commission's Enforcement Policy, the Commission also considers the Commitments provide an enforcement response that is proportionate to the context of the Parties' conduct and the harm caused or likely to occur.
53. The Commission therefore gives notice that, in exercise of its powers under section 60 of the Ordinance, it has decided to accept the Commitments, as modified, and not to continue its investigation or bring proceedings in the Tribunal against the OTA brands covered by the Commitments. In accordance with section 64 of the Ordinance, the Commitments are published in the Register of Commitments, which is available on the Commission's website and at its offices during ordinary business hours.
54. Finally, and for the avoidance of doubt, the Commission's acceptance of the Commitments reflects the specific circumstances of the case and relevant market context. It is not necessarily indicative of the Commission's enforcement approach in other cases or market contexts and does not bind the Commission in this respect.