



Foodpanda's submission on Keeta's proposed section 60 commitments (EC/12LD)

Executive summary

Foodpanda appreciates the opportunity to comment on Keeta's proposed section 60 commitments. Foodpanda supports the Commission's consideration of such commitments to address the material competitive asymmetry that has persisted since Keeta's market entry in Hong Kong.

Why this consultation matters

Hong Kong's online food delivery market has changed rapidly over the past three years. Market structure and competitive conditions are now materially different from those contemplated when the Commission accepted commitments from Foodpanda (and Deliveroo) in December 2023, particularly following (i) Keeta's entry in mid-2023 and rapid scale-up since; and (ii) Deliveroo's subsequent exit in April 2025.

Foodpanda is currently the only online food delivery platform in Hong Kong subject to section 60 commitments after Deliveroo's exit. In spite of Keeta's aggressive market entry since 2023, Foodpanda has continued to operate under binding restrictions and associated compliance obligations for close to three years. At the same time, Keeta has not been subject to comparable commitments and, based on the Commission's findings, has implemented exclusivity and price parity restrictions that would have been prohibited under the existing Foodpanda (and Deliveroo) commitments.

Competitive asymmetries and impact

In this changed market context, the Commission's efforts should be grounded in achieving effective equivalence (through "consistency") and "proportionality" to ultimately promote a competitive environment. The Commission's Enforcement Policy and Policy on Section 60 Commitments emphasise that commitments should be proportionate and consistent with prior remedies for similar conduct.

In Foodpanda's submission, Keeta's proposed commitments should (i) deliver outcomes that are genuinely equivalent in effect to Foodpanda's existing commitments (focusing on practical outcomes rather than drafting alignment); and (ii) be proportionate to Keeta's market position and prevailing competitive conditions today, so that Keeta's commitments operate effectively in practice and provide meaningful deterrence from further potential breaches of the Competition Ordinance.

The effective duration of Keeta's proposed commitments is a useful practical example to test effective equivalence (through "consistency") and "proportionality". The proposed expiry date of 28 December 2026 may "align" with the expiry of Foodpanda's commitments, but alignment alone does not ensure equivalent/consistent and proportionate outcomes in practice in line with the Commission's policies:

- Proportionality should be assessed by reference to Keeta's market position and prevailing competitive conditions today, including Keeta's rapid scale-up and the absence of comparable constraints on Keeta since market entry. A commitment that is fully effective only for a short period is unlikely to be proportionate to those circumstances and past (and potentially current) breaches.
- Foodpanda's commitments have been in force for close to three years; if Keeta's commitments were accepted in mid-2026, they may be fully effective for **only around three months** due to the 90-day transition period before expiring on 28 December 2026.
- An outcome in which Keeta is subject to materially similar restrictions for only a limited period is difficult to reconcile with the objective of delivering a proportionate and equivalent/consistent outcome with a meaningful deterrent effect, particularly where Foodpanda has been subject to commitments for substantially longer in respect of materially similar provisions and conduct.

Recommendations

To ensure effective equivalence (through "consistency") and "proportionality" with outcomes that promote competition, Foodpanda proposes certain practical and targeted changes to Keeta's proposed commitments:

1. **Duration extension:** Keeta's proposed commitments should be extended to three years from the effective date in line with Foodpanda's commitment, which is aimed at addressing the same conduct and concerns.
2. **Remove transition period:** The proposed 90-day transition period should be removed as it is unnecessary given Keeta's prior voluntary amendment process since at least November 2025.
3. **Remove automatic release condition:** Any provision that would tie Keeta's release to Foodpanda's release (for reasons that "apply" to Keeta) should be removed as Keeta's release should be assessed independently on its own facts and circumstances.
4. **Add tying safeguard:** The commitment should include an explicit tying safeguard to prevent Keeta from requiring restaurants to take pick-up services as a condition of delivery services.
5. **Add timely and effective switching safeguards:** The commitment should include clear procedural safeguards to prevent delays when restaurants seek to switch to, or negotiate, non-exclusive terms, including timely rate confirmation and timely implementation of the switch.

1. Introduction

- 1.1. Delivery Hero Food Hong Kong Limited ("**Foodpanda**") appreciates the opportunity to comment on the public consultation launched by the Hong Kong Competition Commission ("**Commission**") regarding the proposed commitments offered by

Kangaroo Limited (trading as “**Keeta**”) under section 60 of the Competition Ordinance (Cap. 619) (“**Ordinance**”) (“**Proposed Keeta Commitment**”).¹

- 1.2. Foodpanda makes this submission as an interested third-party with a long-established presence in Hong Kong’s online food delivery market and also in its capacity as an undertaking subject to the ongoing commitments accepted by the Commission in December 2023 pursuant to section 60 of the Ordinance (“**Foodpanda Commitment**”).²
- 1.3. Foodpanda is currently the only online food delivery platform in Hong Kong that is subject to section 60 commitments (after Deliveroo’s exit in April 2025). In that context, Foodpanda supports the Commission’s consideration of the Proposed Keeta Commitment to ensure that comparable commitment terms and restrictions apply across meaningful market players in Hong Kong. Foodpanda considers the Proposed Keeta Commitment is timely given that Keeta has not been subject to comparable section 60 commitment terms and restrictions since its entry in mid-2023 and subsequent rapid expansion in Hong Kong.
- 1.4. Foodpanda is an online food delivery platform in Asia, and a subsidiary of Delivery Hero SE, a German multinational online food delivery company. Foodpanda entered the Hong Kong market in 2014 to offer consumers on-demand delivery of a wide selection of food and restaurant options.

2. Market context and developments

A. Rapid changes to market structure and competitive dynamics

- 2.1. Hong Kong’s online food delivery market has changed rapidly in recent years, particularly after the Commission accepted section 60 commitments from Foodpanda and Deliveroo in December 2023 to address potential concerns arising from its 2021–2022 investigation into restrictive terms contained in partner restaurant agreements.³

(i) Keeta’s rapid entry and expansion in Hong Kong

- 2.2. Two developments are particularly relevant to the changing landscape: (i) Keeta’s market entry and rapid scale-up; and (ii) Deliveroo’s subsequent exit:
 - **Keeta’s rapid expansion.** When the Commission originally took note of Keeta’s market entry in May 2023 during the public consultation on the proposed Foodpanda/ Deliveroo Commitments, it observed that competitors like Keeta “do not appear capable of providing a sufficient competitive constraint on either

¹ Public Consultation under section 2, Schedule 2 to the Competition Ordinance regarding the Commission’s proposal to accept a commitment from Keeta in the Online Food Delivery Platform Case. Unless otherwise defined, capitalized terms in this submission have the same meaning as set out in the Proposed Keeta Commitment. See, Commission consultation regarding proposal to accept a commitment from Keeta in the Online Food Delivery Platform Case (28 April 2026), including Commission’s Notice ([link](#)); proposed Commitment ([link](#)); press release ([link](#)).

² See, Commission, “Competition Commission accepts commitments offered by Foodpanda and Deliveroo” (29 December 2023) https://www.compcomm.hk/en/media/press/files/OFP_Commitments_PR_EN.pdf. In this submission, “Foodpanda/ Deliveroo Commitments” refers to the December 2023 commitments offered and accepted from Foodpanda and Deliveroo separately; and (ii) “online food delivery” refers to both “Order to Deliver Services” and “Order to Pick Up Services” unless expressly distinguished.

³ Commission, “Competition Commission invites restaurant industry to provide information in its investigation into online food delivery platforms” (27 January 2022).

https://www.compcomm.hk/en/media/press/files/PR_Online_Delivery_Platform_EN.pdf; Commission, “Competition Commission accepts commitments offered by Foodpanda and Deliveroo” (29 December 2023) https://www.compcomm.hk/en/media/press/files/OFP_Commitments_PR_EN.pdf.

Foodpanda or Deliveroo.”⁴ In the present consultation on the Proposed Keeta Commitment, the Commission suggests that its position has shifted because (i) Keeta now accounts for a substantial proportion of demand for online food deliveries in Hong Kong;⁵ and (ii) Keeta has implemented exclusivity and price parity restrictions that would be prohibited under the Foodpanda/ Deliveroo Commitments.⁶

- **Deliveroo’s exit.** Less than two years after Keeta began operating in Hong Kong, Deliveroo announced its exit from the Hong Kong market in March 2025. One report observes that this decision “followed Keeta’s aggressive expansion in the city, with the company rapidly gaining a significant market share by offering substantial perks and discounts”.⁷

2.3. Against this background, competitive conditions are now materially different from those contemplated when the Commission accepted the Foodpanda/ Deliveroo Commitments. The Commission should therefore carefully assess the Proposed Keeta Commitment against current competitive dynamics, including Keeta’s rapid scaling (including through support of its parent platform Meituan), its historical (and potentially ongoing) restrictive practices with partner restaurants, and a market in which Deliveroo has exited and only Foodpanda has been subject to binding commitments for close to three years.

(ii) Keeta’s continued freedom to engage in restrictive terms outside comparable commitments framework

2.4. Foodpanda considers that the changes in Hong Kong’s market structure and competitive dynamics are influenced, at least in part, by: (i) the absence of comparable commitment-based restrictions on Keeta; and (ii) Keeta’s continued use of restrictive contract terms (i.e. exclusivity and price parity provisions) that the Commission has previously flagged as potentially raising competition concerns.

2.5. Since its market entry in Hong Kong in May 2023, Keeta has not been subject to legally binding restrictions equivalent to the section 60 commitments offered by Foodpanda and Deliveroo. By contrast, Foodpanda (and Deliveroo prior to its exit) have been subject to those commitments and related compliance obligations over broadly the same period.

2.6. This has created a material competitive asymmetry, which may have affected competitive outcomes by limiting the effectiveness of the Foodpanda/ Deliveroo Commitments where similar conduct by large players such as Keeta could continue outside that framework, as further described in practice below.

(iii) Keeta’s potential non-compliance: Ongoing implementation and enforcement of restrictive terms

⁴ Commission, *Notice regarding online food delivery platforms case* (29 December 2023) https://www.compcomm.hk/en/enforcement/registers/commitments/files/OFP_Notice_of_Acceptance_ENG.pdf.

⁵ Commission’s Notice regarding proposal to accept a commitment from Keeta in the Online Food Delivery Platform Case (28 April 2026) ([link](#)).

⁶ Commission, “Competition Commission reaches resolution with Keeta on a two-step process to amend agreements with partnering restaurants” (12 November 2025) https://www.compcomm.hk/en/media/press/files/Keeta_PR_EN.pdf.

⁷ See, SCMP, “It’s last orders at Deliveroo Hong Kong. What about the rest of the industry?” (12 March 2025) (https://www.scmp.com/news/hong-kong/hong-kong-economy/article/3301991/its-last-orders-deliveroo-hong-kong-what-about-rest-industry?module=perpetual_scroll_1_RM&pgtype=article).

- 2.7. Since its entry in Hong Kong in May 2023, Keeta's partner restaurant agreements included restrictive exclusivity and price parity terms that the Commission has previously flagged as potentially concerning and which are currently only prohibited for Foodpanda under the Foodpanda Commitment.
- 2.8. The Commission confirmed that Keeta only voluntarily amended the relevant provisions in or around November 2025.⁸ It follows that, prior to those amendments, Keeta's agreements contained (at least) exclusivity and price parity provisions of the type prohibited under the Foodpanda/ Deliveroo Commitments.
- 2.9. Foodpanda further considers that Keeta adopted and implemented these restrictions with a clear understanding of the competition law context and risks in Hong Kong. Meituan/Keeta participated closely in the Commission's 2023 public consultations on the proposed Foodpanda /Deliveroo Commitments, which expressly addressed exclusivity and price parity provisions.⁹ In those circumstances, Foodpanda does not consider it plausible to characterise the inclusion of these restrictions in Keeta's partner restaurant agreements as inadvertent or unforeseen.
- 2.10. Further, Foodpanda also understands from feedback provided by Keeta's partner restaurants that Keeta continued to enforce restrictive exclusivity and price parity terms. For example, Foodpanda has been made aware that, as late as March 2026, a partner restaurant reported that when it tried to increase menu prices on Keeta's platform, a pop-up warning appeared on Keeta's device that the proposed increase would constitute a breach of Keeta's platform rules. This suggests that Keeta continues to monitor and enforce price parity, which appears difficult to reconcile with the Commission's statements that Keeta had been "voluntarily amending the relevant provisions *ahead* (emphasis in original) of offering a formal commitment to the Commission" and that Keeta was doing so "in good faith".¹⁰
- 2.11. This track record of implementation and continued enforcement of restrictive exclusivity and price parity terms reinforces the need for the Proposed Keeta Commitment to be clear, comprehensive and enforceable, including by preventing the reintroduction of comparable restrictions in spite of (i) the Commission's articulated concerns about such terms in the Foodpanda/ Deliveroo investigation and subsequent commitments; (ii) more critically, the Commission's announcement in November 2025 that Keeta would implement voluntary amendments "in good faith" and "before" the Proposed Keeta Commitment, where, based on recent feedback from partner restaurants, Keeta appears to have continued to enforce restrictive terms after that announcement.

B. Keeta's significant market position

- 2.12. Foodpanda agrees with the Commission's assessment that Keeta likely has a certain degree of market power in Hong Kong.¹¹ Foodpanda also highlights factors specific to

⁸ Commission, "Competition Commission reaches resolution with Keeta on a two-step process to amend agreements with partnering restaurants" (12 November 2025) https://www.compcomm.hk/en/media/press/files/Keeta_PR_EN.pdf.

⁹ See, for example, Meituan's two representations published on the Commission's consultation registers: https://www.compcomm.hk/en/enforcement/consultations/past_consultations/files/Representation5.pdf; https://www.compcomm.hk/en/enforcement/consultations/past_consultations/proposal_deliveroo_representation.html.

¹⁰ Commission, "Competition Commission reaches resolution with Keeta on a two-step process to amend agreements with partnering restaurants" (12 November 2025) https://www.compcomm.hk/en/media/press/files/Keeta_PR_EN.pdf.

¹¹ Ibid.

Keeta that are relevant to assessing market power, particularly given the speed and scale of Keeta's expansion in Hong Kong.

- 2.13. In the June 2023 public consultation on the proposed Foodpanda/ Deliveroo Commitments, the Commission observed (in relation to Keeta's entry) that "[f]orward-looking assessments are inherently uncertain and the Commission cannot, at this stage, reach any firm conclusions as to the likelihood that such entry will be successful, regardless of Meituan's resources or experience in the Mainland".¹² Foodpanda submits that developments since then indicate that Keeta's entry has in fact been successful and that Meituan's resources and experience are relevant in practice to the market power assessment.

(i) Structural advantages underpinning Keeta's market power

- 2.14. Keeta's market power may be supported by access to the financial resources and broader ecosystem of its parent group, Meituan. This level of funding capacity can allow a platform to sustain customer acquisition strategies (e.g. discounts, incentives, and marketing) over extended periods, including through market fluctuations, and to absorb short-term losses in pursuit of scale. Beyond funding, Meituan's ecosystem may provide additional channels and assets that can support customer acquisition and retention in Hong Kong.
- 2.15. In the context of Keeta's parent Meituan, observers have noted that "[i]n Hong Kong, Keeta can launch a suppressing offensive against other platforms, relying on the strategy of "growing first and then making profits" [by investing in] delivery riders with higher salaries, getting merchants to sign contracts with a lower commission rate, and providing users with higher subsidies and lower prices."¹³

(ii) Significant enforcement actions against Keeta's parent, Meituan

- 2.16. Keeta's parent company, Meituan, is also the dominant online food delivery platform in Mainland China and has been subject to significant and ongoing enforcement actions by China's State Administration for Market Regulation ("**SAMR**") relating to anticompetitive practices:
- In fact, in 2021, SAMR reported that it penalised Meituan for abuse of dominance in connection with its exclusivity arrangements with partner restaurants, citing measures such as differential commission rates, delayed merchant onboarding seeking non-exclusive terms, and the use of data-driven/algorithmic tools and other punitive mechanisms to pressure merchants into exclusive cooperation.¹⁴
 - As recently as April 2026, SAMR further penalized Meituan in relation to compliance failures in its online food delivery operations.¹⁵

¹² Commission, *Notice regarding online food delivery platforms case* (1 June 2023) https://www.compcomm.hk/en/enforcement/consultations/past_consultations/files/Notice_Food_Delivery_Platform_Eng.pdf.

¹³ See, 36Kr Europe, "Wang Xing Wants to Win on Every Battleground" (30 May 2025) <https://eu.36kr.com/en/p/3314475857471239>.

¹⁴ SAMR, "Administrative Penalty Decision of the Anti-Monopoly Investigation into Meituan," Guo Shi Jian Chu Fa [2021] No. 74 (Oct. 8, 2021), https://www.samr.gov.cn/fldes/tzgg/xzcf/art/2021/art_eec0e2e8e2e941d6aa607a1b38c9e2d7.html.

¹⁵ Xinhua, "China fines e-commerce platforms for violations involving food delivery" (17 April 2026) <https://english.news.cn/20260417/fcbd5570465049c58f63723ee5522708/c.html>.

2.17. Meituan also continues to face broader ongoing regulatory and policy scrutiny regarding “involution-style” competition - i.e. price wars that heavily rely on discounts and promotions, including concerning tactics like forcing or pressuring merchant restaurants to sell below cost.

3. Key principles of section 60 commitments framework

3.1. Under the Commission’s Enforcement Policy and the Policy on Section 60 Commitments, the principles of “proportionality” and effective equivalence (through “consistency”) with which the Commission should be guided within imposing commitments.¹⁶ Under those policies, any remedies or commitments should be:

- “a resolution to the Commission’s concerns which is proportionate to the context of the conduct and the harm caused or likely to occur”;¹⁷
- “consistent with previous remedies that have been applied in matters involving similar conduct”.¹⁸

3.2. The Commission must also “endeavour to identify enforcement responses that are proportionate to the context of the conduct and the harm caused or likely to occur”.¹⁹

3.3. In light of the above principles, Foodpanda submits that a commitment of short duration and with limited practical effect would be unlikely to deliver a proportionate and effectively equivalent/ consistent outcome in practice. The Proposed Keeta Commitment should therefore be designed to secure sustained behavioural change and meaningful deterrence, consistent with the Commission’s approach in prior matters involving similar conduct, as also reflected in the Foodpanda Commitment.

3.4. In particular, the remedial goals under the Commission’s Enforcement Policy further provide that any remedies must:

- reflect “the culpability of the respective parties bearing in mind the extent of their cooperation with the Commission”;²⁰
- set “an appropriate standard for future similar cases (if there are no existing precedents)”.²¹

3.5. In that context, the Commission should also have regard to the following:

- Keeta implemented the restrictive terms notwithstanding its awareness of the potential competition concerns associated with such terms from at least 2023 onwards, as evidenced by the Commission’s Foodpanda/ Deliveroo Commitments

¹⁶ See, Commission, Enforcement Policy (November 2015), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Enforcement_Policy_ENg.pdf; Commission, Policy on Section 60 Commitments (November 2021), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Commitments_Policy_EN.pdf.

¹⁷ Commission, Policy on Section 60 Commitments (November 2021), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Commitments_Policy_EN.pdf, para. 2.2(a).

¹⁸ Commission, Enforcement Policy (November 2015), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Enforcement_Policy_ENg.pdf, para. 3.13(d).

¹⁹ Ibid, para. 3.14.

²⁰ Ibid, para 3.13(d)(ii).

²¹ Ibid, para 3.13(d)(iii).

process and Meituan/Keeta's involvement in the public consultation on those commitments.

- Based on feedback from partner restaurants, Keeta appears to have continued to monitor and enforce restrictive terms, including *after* agreeing to the “voluntary amendments” before November 2025 which the Commission has characterised as having been made in “good faith”.²²
- The Commission has already established an “appropriate standard” in the Foodpanda/ Deliveroo Commitments as to the substance and duration of commitments that are proportionate to materially similar conduct and concerns.

4. Review of key terms of Proposed Keeta Commitment

- 4.1. At the outset, Foodpanda acknowledges and appreciates the Commission's efforts to ensure consistency between the Proposed Keeta Commitment and the existing Foodpanda Commitment.
- 4.2. Ensuring genuine equivalence (through “consistency”) is critical to maintaining a level playing field. However, equivalence/ consistency in drafting alone is not sufficient. The Proposed Keeta Commitment should reflect the prevailing market context and be proportionate to current competitive conditions in Hong Kong, in particular: (i) Keeta's entry and rapid expansion; (ii) Keeta's significant market position in Hong Kong; and (iii) Keeta's use of restrictive terms of the type the Commission has identified as giving rise to potential competition concerns.

A. Short effective duration of the Proposed Keeta Commitment

- 4.3. As currently drafted, the Proposed Keeta Commitment would have a very short effective duration because it (i) expires on 28 December 2026 (clause 4.2); and (ii) further contemplates a 90-day period for Keeta to make amendments to its contractual documentation (including templates and related processes) (clause 2.4).
- 4.4. For illustration purposes, if the Proposed Keeta Commitment were accepted in June 2026 (under a quick acceptance timetable following this public consultation and taking into account subsequent revisions), the additional 90-day implementation period would mean it may not become fully effective until around September 2026, leaving only a short period of effective operation (around three months) before expiring in December 2026. Taken together, these features would materially limit the period during which the Proposed Keeta Commitment can provide practical protections for partner restaurants and a meaningful deterrent effect.
- 4.5. More broadly, based on its own experience, Foodpanda considers the Commission's section 60 commitments framework as being both remedial and forward-looking. The Commission's policy states that section 60 commitments “should provide a resolution to the Commission's concerns which is proportionate to the context of the conduct and the harm caused or *likely* to occur.”²³ They should therefore remain in force for a period sufficient to (i) prevent recurrence of the conduct of concern; (ii) ensure that

²² See, Commission, “Competition Commission reaches resolution with Keeta on a two-step process to amend agreements with partnering restaurants” (12 November 2025)
https://www.compcomm.hk/en/media/press/files/Keeta_PR_EN.pdf.

²³ Commission, Policy on Section 60 Commitments (November 2021),
https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Commitments_Policy_EN.pdf, para. 2.2

market participants can internalise and operationalise compliance expectations; and (iii) allow the Commission and stakeholders to observe whether the commitment is effective in practice. A commitment that is operational only for such a limited period risks having little practical impact and undermines the deterrent value of the section 60 commitments framework.

- 4.6. Foodpanda further notes the Commission’s statement that the Proposed Keeta Commitment would remain in place until 28 December 2026 in order to “align” with the duration of the Foodpanda Commitment. Foodpanda respectfully submits that temporal alignment, on its own, is not an appropriate basis to determine the duration of a section 60 commitment. The duration should correspond to the conduct of concern as well as the undertaking’s market position and the competitive risks the commitment is intended to address.
- 4.7. The competitive risks arising from Keeta’s practices since market entry are particularly relevant in assessing the appropriate duration of the Proposed Keeta Commitment. As set out above, Keeta implemented exclusivity and price parity restrictions from day one of its market entry in or around mid-2023, only voluntarily amended relevant provisions in or around November 2025 once under investigation by the Commission, and appears to have continued enforcing such restrictions as late as March 2026 based on partner restaurant feedback. This track record supports the need for the Proposed Keeta Commitment to be of sufficient and reasonable duration to deliver meaningful deterrence and effective protection for partner restaurants in practice.
- 4.8. In the circumstances, a short-lived commitment of a few months would be difficult to reconcile with the objective of achieving a meaningful deterrent effect, particularly where Foodpanda has been subject to binding commitments and associated compliance obligations over a much longer period in respect of materially similar provisions and conduct. It would also fall short of the Commission’s stated policy objective of providing a “resolution to concerns that is proportionate to the context of the conduct and harm caused or likely to occur” and of ensuring consistency with previous remedies.²⁴

Recommendation 1

Clause 4.2 should be amended to extend the duration of the Proposed Keeta Commitment to three years from the effective date.

- 4.9. In addition to the above recommendation, the 90-day transition period in clause 2.4 is unnecessary on the facts and would materially dilute further the practical effect of the Proposed Keeta Commitment.
- 4.10. Foodpanda understands that Keeta agreed to a two-step process with the Commission under which Keeta would first implement voluntary amendments of similar effect to the Proposed Keeta Commitment.²⁵

²⁴

Commission, Policy on Section 60 Commitments (November 2021), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Commitments_Policy_EN.pdf, para. 2.2

²⁵ Commission, “Competition Commission reaches resolution with Keeta on a two-step process to amend agreements with partnering restaurants” (12 November 2025) https://www.compcomm.hk/en/media/press/files/Keeta_PR_EN.pdf.

- 4.11. The Commission also indicated at that time that Keeta had already informed partner restaurants that the amendments would be made shortly.²⁶ Keeta has therefore had a substantial period to prepare and operationalise the necessary changes (at least five months since the voluntary amendments were announced by the Commission), including communications with Partner Restaurants. In those circumstances, a further 90-day transition period is not necessary.
- 4.12. Foodpanda also notes that the context differs from the Foodpanda/ Deliveroo Commitments process. In that case, neither Foodpanda nor Deliveroo implemented voluntary amendments prior to the Commission's acceptance of the Foodpanda/ Deliveroo Commitments, as a prior voluntary amendments process was never proposed or under consideration. Accordingly, a transition period was required to physically update contractual documentation and templates and to communicate the changes to restaurants. By contrast, if Keeta has already "implemented" voluntary amendments, as the Commission suggests,²⁷ Keeta should necessarily have already undertaken these practical steps during the voluntary period.

Recommendation 2

The 90-day transition period under clause 2.4 should be removed.

B. Release condition linked to release of Foodpanda Commitment

- 4.13. Clause 4.2(d) of the Proposed Keeta Commitment appears to provide for Keeta's automatic release if the Commission releases Foodpanda "*for reasons that would apply to Keeta*".
- 4.14. Foodpanda submits that this clause is inappropriate in principle and unworkable in practice. There is also no equivalent mechanism in the Foodpanda Commitment.
- 4.15. First, clause 4.2(d) creates a one-way linkage between Keeta's obligations and a separate decision concerning Foodpanda's release under the Foodpanda Commitment. As drafted, Keeta's continuing compliance would not be assessed by reference to Keeta's own conduct or circumstances but would instead turn automatically on the Commission's treatment of another market participant.
- 4.16. More fundamentally, the linkage is conceptually and procedurally inconsistent with the nature of section 60 commitments, which are offered and accepted on an undertaking-specific basis and are intended to operate on their own terms. An assessment of whether release is appropriate should be determined by reference to the facts and circumstances relevant to the relevant commitment itself, including the undertaking's conduct, market position, compliance record, and the continuing need for the commitment, rather than by automatic reference to a decision relating to a different set of commitments.
- 4.17. Second, the absence of any equivalent release pathway in the Foodpanda Commitment would also create an asymmetry, which is inconsistent with the Commission's Enforcement Policy that remedies should be "consistent with previous

²⁶ Ibid.

²⁷ Ibid.

remedies that have been applied in matters involving similar conduct.”²⁸ Keeta would be released if Foodpanda is, but Foodpanda has no provision allowing for it to be released if Keeta is. This *prima facie* undermines the objective of equivalence/consistency of remedies for similar conduct and maintaining a level playing field.

- 4.18. Finally, clause 4.2(d) is likely to generate satellite disputes as to whether the Commission’s reasons for releasing Foodpanda are reasons that “*would apply to Keeta*”. That question would itself require an undertaking-specific assessment, meaning the clause does not reduce complexity or uncertainty but rather imports it.

Recommendation 3

Clause 4.2(d) should be removed in its entirety.

C. Tying restrictions

- 4.19. The Proposed Keeta Commitment does not appear to include any restriction on tying practices – i.e. against tying Order to Pick Up Services to Order to Deliver Services.
- 4.20. Foodpanda acknowledges the Commission’s statement in its notice that it did not find evidence that Keeta has engaged, or will engage, in such tying.²⁹ Foodpanda also notes that the Commission has previously expressed concerns regarding Foodpanda’s tying practices, which are addressed in the Foodpanda Commitment (though not in the Deliveroo Commitment).³⁰
- 4.21. Notwithstanding the Commission’s current evidential position, Foodpanda submits that there remains a sound and practical basis to include a tying safeguard in the Proposed Keeta Commitment.
- 4.22. First, section 60 commitments are intended to address the risk of comparable exclusionary practices emerging during the commitment period, thereby reducing the need for reactive intervention.
- 4.23. A safeguard is appropriate given that Keeta appears to have used restrictive exclusivity and price parity provisions notwithstanding the Commission’s stated concerns arising from the Foodpanda/ Deliveroo investigation and the subsequent commitments. In those circumstances, the absence of evidence of tying should not, of itself, justify omitting a safeguard altogether. Foodpanda is particularly concerned that Meituan could leverage its extensive ecosystem in Mainland China to reinforce Keeta’s market position in Hong Kong through tying practices between the Meituan and Keeta platforms.
- 4.24. Second, equivalence and consistency matters. Foodpanda remains subject to a tying restriction under the Foodpanda Commitment. If Keeta is brought within a broadly similar commitments framework and restrictions, but without any tying safeguard, the result would be a framework that is not equivalent in substance. The practical effect would be to leave Keeta free, during the commitment term, to adopt such tying

²⁸ Commission, Enforcement Policy (November 2015), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Enforcement_Policy_Eng.pdf, para. 3.13

²⁹ Commission’s Notice regarding proposal to accept a commitment from Keeta in the Online Food Delivery Platform Case (28 April 2026) ([link](#)).

³⁰ Commission, *Notice regarding online food delivery platforms case* (29 December 2023) https://www.compcomm.hk/en/enforcement/registers/commitments/files/OFP_Notice_of_Acceptance_ENG.pdf.

practices that are expressly prohibited for Foodpanda, unless and until the Commission undertakes a separate investigation and enforcement action (or accepts further commitments). That would create an avoidable gap in the commitments architecture and risk undermining the level playing field the commitments regime is intended to support. As the Commission's Policy on Section 60 Commitments point out, a commitment should provide a resolution to the Commission's concerns which is proportionate to the context of the conduct and the harm caused or *likely to occur*.³¹

Recommendation 4

The definition of "Relevant Provisions" should be expanded to include "Tying Provisions", defined as: *"any provisions contained in Keeta's Agreements with Partner Restaurants, insofar as such provisions require Partner Restaurants that acquire Order to Deliver Services to also acquire Order to Pick Up Services from Keeta"*.

D. Practical impediments to switching

- 4.25. Foodpanda has been made aware of Keeta's partner restaurants experiencing practical delays when seeking to move from exclusivity to non-exclusivity on the Keeta platform. This includes negotiations over rates or other commercial terms being prolonged or stalled in a manner that delays the effective transition to non-exclusivity. Similar tactics such as delayed onboarding to partner restaurants who did not wish to be subject to exclusive terms were also a concern in the context of SAMR's abuse of dominance findings against Keeta's parent, Meituan.³²
- 4.26. Foodpanda recognises that the Proposed Keeta Commitment contains certain safeguards relevant to switching, including requirements to specify exclusive and non-exclusive rates in partner restaurant agreements and to limit notice periods for switching from exclusivity to non-exclusivity to two months (clause 2.4(e)). Notwithstanding the non-circumvention clause at clause 2.7, those provisions may not be sufficiently clear or certain to address delay tactics or procedural friction that may, in practice, impede a timely transition to non-exclusivity even where the contractual notice period has been given.
- 4.27. Further, while clause 2.3 prevents Keeta from stopping partner restaurants from partnering with (or entering into agreements with) smaller players, it does not address (i) practices that may delay or obstruct a restaurant's ability to adjust its terms with Keeta in order to operate on a genuinely non-exclusive basis; and (ii) circumstances where the restaurant wishes to partner with Foodpanda.

Recommendation 5

Clause 2.4 should be strengthened and clarified by introducing rate-confirmation and switch implementation requirements:

- "Where a Partner Restaurant requests information on the Non-Exclusive Commission Rate (including in the course of discussions about a possible transition from Exclusive Terms to Non-Exclusive Terms), Keeta shall, within 5 business days, provide in

³¹ Commission, Policy on Section 60 Commitments (November 2021), https://www.compcomm.hk/en/legislation_guidance/policy_doc/files/Commitments_Policy_EN.pdf, para. 2.2(a)

³² SAMR, "Administrative Penalty Decision of the Anti-Monopoly Investigation into Meituan," Guo Shi Jian Chu Fa [2021] No. 74 (Oct. 8, 2021), https://www.samr.gov.cn/fldes/tzgg/xzcf/art/2021/art_eec0e2e8e2e941d6aa607a1b38c9e2d7.html

writing (or confirm, if already specified in the Agreement) the Non-Exclusive Commission Rate that would apply if the Partner Restaurant were on Non-Exclusive Terms.”

- “Where a Partner Restaurant gives notice to switch from Exclusive Terms to Non-Exclusive Terms, Keeta shall implement the switch so that the Partner Restaurant is on Non-Exclusive Terms no later than the end of the applicable notice period (and in any event within 2 months of the notice). For the avoidance of doubt, the switch shall not be delayed or made conditional on negotiations regarding rates or other commercial terms.”

5. Conclusion

- 5.1. Foodpanda supports the Commission’s decision in principle to place Keeta under the section 60 commitments framework comparable to the Foodpanda Commitment. However, for the reasons set out above, Foodpanda submits that the Proposed Keeta Commitment should be amended prior to acceptance, in line with the recommendations set out above to ensure equivalence and proportionality *in substance*.
- 5.2. The Proposed Keeta Commitment should (i) avoid favourable treatment for Keeta in respect of materially similar conduct restricted under the Foodpanda Commitment; and (ii) be capable of operating effectively to promote competition in the online food delivery market in Hong Kong.
- 5.3. Foodpanda urges the Commission to ensure that the Proposed Keeta Commitment reflects current market conditions and Keeta’s market position. In particular, Keeta has to date operated without comparable restrictions and has implemented exclusivity and price parity provisions that the Commission has previously identified as giving rise to potential competition concerns.