

INFRINGEMENT NOTICE

**NOTICE ISSUED UNDER SECTION 67 OF THE COMPETITION ORDINANCE (CAP. 619)
REGARDING ANTI-COMPETITIVE CONDUCT IN THE SALE OF TOURIST ATTRACTIONS
AND TRANSPORTATION TICKETS IN HONG KONG**

This is a formal notice with legal effect. Please read it carefully. You may wish to obtain legal advice before responding.

To: Hotel Panorama Company Limited
[Address of legal representative]

26 January 2021

Confidential information has been redacted from this non-confidential version for publication and is indicated with the designation [...].

1. INTRODUCTION AND SUMMARY

1. The Competition Commission (“**Commission**”) has commenced an investigation (Case Number: EC/0271) pursuant to section 39 of the Competition Ordinance, Cap. 619 (“**the Ordinance**”) into:
 - (a) Gray Line Tours of Hong Kong Limited (“**Gray Line**”) - a Hong Kong limited liability company engaging in the provision of travel-related services such as local sightseeing tours, arrangement of hotel accommodation and the sale of, amongst other things, tickets for tourist attractions and transportation in Hong Kong;
 - (b) Tink Labs Limited (“**Tink Labs**”) - a Hong Kong limited liability company that provided, amongst other things, travel related services to patrons of licensed hotels in Hong Kong *via* its flagship smartphone - *handy*, on which tickets for tourist attractions and local tours were sold (“**Handy Devices**”); and
 - (c) A number of undertakings engaging in the business of providing hotel services in Hong Kong including the hotel known as Hotel Panorama (“**Hotel**”).
2. In particular, the Commission was investigating whether or not Tink Labs and Gray Line had, together with the Hotel acting as a facilitator,¹ made and given effect to an agreement or had engaged in the concerted practice of fixing and controlling the prices of the Relevant Tickets (as defined in paragraph 12 below), being tickets for certain tourist attractions that were being sold by Gray Line and Tink Labs at the premises of the Hotel (“**Subject Arrangement**”).
3. Following the Commission’s investigation, the Commission has reasonable cause to believe that:

¹ For the purpose of this Infringement Notice, the characterisation of “facilitator” / “facilitating [the cartel]” is used to refer to the fact that the Hotel while not being active in the cartelised market (i.e. the sale and purchase of tourist attractions tickets) for the purpose of the infringement had nonetheless actively contributed to the implementation of the cartel on that other market: c.f. *Re. Yen Interest Rate Derivatives Cartel* (Comp/AT.39861) at §194; and *AC-Treuhand AG v European Commission (Re Heat Stabilisers Cartel)* [2015] 5 C.M.L.R. 26 at §§26 and 36-39.

- (a) At all material times, Gray Line and Tink Labs were competing undertakings that sold the same tourist attractions and transportation tickets in Hong Kong;
 - (b) Hotel Panorama Company Limited (“**HPCL**”) had engaged in the economic activity of providing hotel services in the name of the Hotel. HPCL is, for this purpose, an undertaking;
 - (c) From around May 2016 to May 2017, HPCL had acted as a facilitator in the Subject Arrangement and thereby gave effect to the Subject Arrangement with Gray Line and Tink Labs.
4. The Subject Arrangement had the object of harming competition in Hong Kong in contravention of the First Conduct Rule in section 6 of the Ordinance. The Subject Arrangement is also serious anti-competitive conduct as defined in section 2(1) of the Ordinance.
5. The Commission issues this infringement notice (“**Infringement Notice**”) pursuant to section 67(2) of the Ordinance based on the contravention described in this Infringement Notice to HPCL, being the operator of the Hotel.
6. The structure of this Infringement Notice is as follows:
 - (a) Section 1 sets out the introduction and summary of the Commission’s investigation and findings;
 - (b) Section 2 sets out the facts relied upon by the Commission and the conduct which the Commission believes to have contravened the First Conduct Rule;
 - (c) Section 3 sets out the relevant legal framework pertaining to the First Conduct Rule and the issuing of an infringement notice under the Ordinance;
 - (d) Section 4 sets out the Commission’s basis for issuing this Infringement Notice; and
 - (e) Section 5 sets out the requirements of this Infringement Notice and how and when the addressees should respond to this Infringement Notice.

7. The references to the evidence or other materials that are relied upon by the Commission are identified in the endnotes to this Infringement Notice. Confidential information appearing in the endnotes will be redacted in any published version of this Infringement Notice.

2. THE RELEVANT FACTS

2.1 The Parties

8. At all material times:
- (a) Gray Line operated tourist service counters at different ports of entry to Hong Kong as well as in a number of hotels in Hong Kong;
 - (b) Tink Labs was a technology company primarily engaged in the licensing, installation and provision of the Handy Devices to hotels in Hong Kong for use by its guests. In relation to the Handy Devices, Tink Labs' business model was as follows:
 - (1) Upon entering into a licensing agreement with a hotel, Tink Labs would provide the Handy Devices customised to the hotel's needs and would arrange to install the same in its guest rooms;
 - (2) Through using the Handy Devices, hotel guests would be able to access a variety of services, including free internet, free IDD telephone calls, the ability to order in-room hotel services, access to city guides and the purchase of tickets for tours and attractions ("**Ticketing Function**"); and
 - (3) Apart from licensing fees, Tink Labs also profited from paid advertising displayed on the Handy Devices and from the Ticketing Function.
 - (c) HPCL was a limited liability company incorporated in Hong Kong and the owner of the Hotel's premises as well as the manager of the Hotel. The Hotel is now defunct and it is the intention of HPCL to commence voluntary winding up in due course.

2.2 The Subject Arrangement

9. As businesses that were engaged in the sale of tourist attractions and transportation tickets, Gray Line and Tink Labs were competing undertakings in Hong Kong.
10. Gray Line has been selling its tickets via the physical ticketing counter at the Hotel from April 2008.ⁱ During the material time of the contravention, Gray Line was licensed to sell its tickets at the Hotels in exchange for a monthly fee pursuant to an agreement dated 26 March 2015.ⁱⁱ
11. Tink Labs on the other hand began selling its tourist attractions and transportation tickets from the premises of the Hotel on 1 March 2016 pursuant to a licensing agreement dated 9 April 2015 entered into between the Hotel and Tink Labs (“**Tink Labs Licensing Agreement**”).ⁱⁱⁱ Under the Tink Labs Licensing Agreement, Tink Labs had installed over 324 Handy Devices at the Hotel with guests being able to purchase tourist attractions and transportation tickets *via* the Ticketing Function.^{iv}
12. From or around March 2016, Gray Line and Tink Labs were both selling the following tickets from the premises of the Hotel:
 - (a) Hong Kong Disneyland (“**Disneyland**”); and
 - (b) Ocean Park Hong Kong (“**Ocean Park**”).(collectively the “**Relevant Tickets**”).
13. On 14 March 2016, dissatisfied with the fact that Tink Labs was selling its tickets (including the Relevant Tickets) at the Hotel at a cheaper price than Gray Line’s sales price, Gray Line made a complaint to HPCL through email.^v
14. In that email, Gray Line noted that as a result of Tink Labs’ “*deeply discounted theme park tickets*”, Gray Line had suffered a “*significant drop*” in its tour and ticket sales from the hotel counters. Citing its “*dissatisfaction on the damaging impact*” of Tink Lab’s competition, Gray Line requested the Hotel to stop Tink Labs from continuing to sell their tickets *via* the Handy Device.^{vi}

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15. In response, on 16 March 2016, the Hotel replied to Gray Line by email stating that it would request Tink Labs to remove the Ticketing Function from the Handy Devices.^{vii}
16. By 2 emails both dated 16 March 2016 and 17 March 2016 respectively, Gray Line informed the Hotel that the Ticketing Function could be deleted from the Handy Devices and that one of their rental counter at another hotel had already successfully disabled the Ticketing Function.^{viii}
17. In between 16 March 2016 and 24 March 2016, the Hotel referred Gray Line’s complaint to Tink Labs.^{ix} By an email dated 24 March 2016, Tink Labs proposed to the Hotel that they could increase the ticket price to “*match with*” the price at which Gray Line was selling at the counters.^x On the same day, the Hotel emailed Gray Line relaying Tink Lab’s proposal to match prices to Gray Line.^{xi}
18. By an email dated 30 March 2016, Gray Line rejected the price matching proposal from Tink Labs stressing that 2 other hotels had successfully blocked the selling of tickets from the Handy Devices.^{xii}
19. Following further discussions between Gray Line and the Hotel in April and May 2016, Gray Line accepted the price matching proposal from Tink Labs. By an email dated 10 May 2016, Gray Line instructed the Hotel to ask Tink Labs to adjust the selling price to match the published price for Disneyland and Ocean Park and remove the availability of sightseeing tours from the Handy Devices.^{xiii}
20. By email dated 12 May 2016, the Hotel requested Tink Labs to adjust the selling price to match the published price for Disneyland and Ocean Park and remove the availability of sightseeing tours from the Handy Devices.^{xiv} On 18 May 2016, the Hotel sent another email to Tink Labs to follow up on the request.^{xv}
21. Following the Hotel’s request, Tink Labs increased the ticket prices of Disneyland and Ocean Park that were being sold *via* the Ticketing Function. By an email dated 18 May 2016, Tink Labs confirmed with the Hotel that it had increased the ticket price of Disneyland and Ocean Park to match the prices at which Gray Line was selling.^{xvi}
22. The Subject Arrangement was in effect until May 2017 when Tink Labs ceased complying with the same.

3. THE RELEVANT LEGAL FRAMEWORK

3.1 The First Conduct Rule

23. Section 6(1) of the Ordinance (First Conduct Rule) provides, among other matters, that an undertaking must not make or give effect to an agreement or engage in a concerted practice² where the object or effect of the agreement or concerted practice is to prevent, restrict, or distort competition in Hong Kong.³
24. Of relevance to this Infringement Notice, the First Conduct Rule is contravened where:
- (a) Undertakings;
 - (b) Make or give effect to an agreement; and
 - (c) The agreement has the object of harming competition in Hong Kong.

“Undertakings”

25. An “undertaking” is defined in section 2(1) of the Ordinance as meaning “any entity, regardless of its legal status or the way in which it is financed, engaged in economic activity, and includes a natural person engaged in economic activity”.
26. The key question in determining whether a particular entity is an “undertaking” for the purpose of the Ordinance is whether that entity engages in activity which is economic in nature. In this regard, as soon as goods or services are offered on a market, whether or not for profit, that activity will be considered as being “economic” in nature.⁴
27. In competition law and consistent with section 2(1) of the Ordinance, the key organising concept is that of the single economic unit, even if in law that economic unit consists of several persons, natural or legal. Where one of the entities engages in conduct that

² For ease of reference, in line with section 2(1) of the Ordinance, the term “agreement” will be used to denote both “agreements” and “concerted practices”.

³ For ease of reference, the term “to harm competition” or “harming competition” will be used in this Infringement Notice instead of the statutory language of “prevent, restrict, or distort competition”.

⁴ Commission’s Guideline to the First Conduct Rule at §2.3.

harms competition, it is the single economic unit that contravenes the Ordinance.⁵

28. While the First Conduct Rule prohibits *undertakings* from entering into anti-competitive agreements, enforcement actions under the Ordinance may only be addressed to *persons* who have contravened or have been involved in a contravention of a competition rule. Accordingly, where the Commission wishes to enforce the competition rules (whether it be by way of proceedings before the Tribunal or the issuing of an Infringement Notice), the contravention must be imputed to one or more persons against whom legal proceedings may be instituted and on whom orders, including an order to pay a pecuniary penalty may be imposed.⁶

“Agreement”

29. As defined in section 2(1) of the Ordinance, an “agreement” for the purpose of the Ordinance refers to *“any agreement, arrangement, understanding, promise or undertaking, whether express or implied, written or oral, and whether or not enforceable or intended to be enforceable by legal proceedings.”*
30. An agreement that contravenes the First Conduct Rule is not restricted to an agreement between competitors. The First Conduct Rule may be contravened where there is a trilateral or multilateral agreement between two or more commercial customers and their common supplier.⁷ In this context, it does not matter whether or not the customers themselves ever had any direct contact. This is because an “agreement” for the purpose of competition law may come about as a result of indirect communications between two undertakings through a third party (such as another undertaking).⁸

⁵ *Competition Commission v W. Hing Construction Co. Ltd (No. 2)* [2019] 3 HKLRD 46 (“**W. Hing**”) at §302 citing Case C-97/08 P *Akzo Nobel v Commission of the European Communities* [2009] 5 CMLR 23 (“**Akzo**”) at [55] with approval.

⁶ **W. Hing** (*supra*) at §303.

⁷ *Competition Commission v Nutanix Hong Kong Ltd & Ors (No. 3)* (“**Nutanix**”) [2019] 3 HKC 307 at §§43-44 citing *Argos Ltd and Littlewoods Ltd v Office of Fair Trading* [2006] EWCA Civ 1318 (“**Argos**”).

⁸ *Ibid.*

“Object” of Harming Competition

31. An agreement may have the “object” of harming competition if the underlying coordination between the undertakings reveals, in itself, a sufficient degree of harm to competition.⁹ Where an agreement is held to have the object of harming competition it is unnecessary to consider the effects of that agreement before finding that the First Conduct Rule has been contravened.¹⁰
32. Any agreement between competitors to fix the prices of goods or services they will charge to their consumers will generally be regarded as having the object of harming competition.¹¹
33. In addition to being regarded as being anti-competitive by object, price-fixing also falls within the definition of “serious anti-competitive conduct” in section 2 of the Ordinance.

3.2 Infringement Notices

34. Under section 67(1) of the Ordinance, the Commission may issue an infringement notice to a person where:
 - (a) It has reasonable cause to believe that a contravention of the First Conduct Rule has occurred that involves serious anti-competitive conduct; and
 - (b) It has not yet brought proceedings in the Competition Tribunal (“**Tribunal**”) in respect of the contravention.
35. In these circumstances, the Commission may issue an infringement notice, instead of bringing proceedings in the Tribunal in the first instance, to a person offering not to bring those proceedings on the condition that that person makes a commitment to comply

⁹ W. Hing (*supra*) at §§105-106.

¹⁰ See for example, **W. Hing (*supra*)** at §142 in the context of price-fixing where the Tribunal agreed with the Commission’s submissions that “*it is generally regarded as unnecessary for proof of an infringement of competition law to show that the price-fixing agreement has any influence on the actual selling price achieved.*”

¹¹ For example, in **W. Hing (*supra*)**, an agreement between decoration contractors to adopt the same “package prices” for standardised renovation packages in their respective promotion flyers was held as having the object of harming competition.

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with the requirements of the notice: section 67(2) of the Ordinance. The requirements of the notice may include, but are not limited to, a requirement to refrain from or take specified action and a requirement to admit a contravention of the relevant conduct rule: section 67(3) of the Ordinance.

36. Where more than one person constitutes the undertaking that the Commission has a reasonable cause to believe has contravened the First Conduct Rule, the Commission may issue an infringement notice to any or all of the persons it proposes to bring proceedings against for the undertaking's contravention of the First Conduct Rule.
37. Where a person makes a commitment to comply with a requirement in an infringement notice, the commitment is specifically enforceable. Where the Commission has reasonable grounds to suspect that a person has failed to comply with any commitment to comply with an infringement notice, the Commission may apply to the Tribunal for an order for specific performance of the commitment: section 63(2)(a) of the Ordinance.
38. As specified in section 68 of the Ordinance, a person is not *obliged* to make a commitment to comply with the requirements of an infringement notice. Where a person does not do so, the Commission may bring proceedings against that person in the Tribunal and seek a number of orders. A copy of section 68 of the Ordinance is enclosed with this Infringement Notice.

4. THE COMMISSION'S BASIS FOR ISSUING AN INFRINGEMENT NOTICE

39. Based on the facts as set out in Section 2 above, the Commission has reasonable cause to believe that the Subject Arrangement described in Section 2 of this Infringement Notice constitutes an agreement with the object of harming competition in Hong Kong between:
 - (a) Gray Line as an undertaking that was active in the market for the sale and purchase of the Relevant Tickets;
 - (b) Tink Labs as another undertaking that was active in the market for the sale and purchase of the Relevant Tickets; and

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- (c) HPCL as an undertaking that, despite not being active in the same market as Gray Line and Tink Labs, had facilitated the cartel between Gray Line and Tink Labs.

40. In particular:

- (a) As competitors in the same market, Gray Line and Tink Labs should have independently determined the prices they would charge for the sale of the tickets to Disneyland and Ocean Park;
- (b) The Subject Arrangement described in Section 2 above constitutes an agreement to fix the prices of the tickets to Disneyland and Ocean Park that were sold by Gray Line and Tink Labs, which was facilitated by the Hotel. Specifically, Tink Labs had agreed to fix the prices of the tickets to Disneyland and Ocean Park by adopting Gray Line’s prices in order to address Gray Line’s complaint to the Hotel.
- (c) As a result of the Subject Arrangement, Tink Labs did, to the knowledge of Gray Line and the Hotel, increase the prices of the tickets to Disneyland and Ocean Park to the same as that of Gray Line, from May 2016 until May 2017.

41. The Subject Arrangement is conduct which falls within the definition of serious anticompetitive conduct under section 2(2) of the Ordinance.

42. At all material times, HCPL was and is the owner and the manager of the Hotel. Accordingly, the Commission considers that it is liable for the Hotel’s contravention of the First Conduct Rule.

5. RESPONDING TO THIS INFRINGEMENT NOTICE

5.1 Requirements of this Infringement Notice

43. The requirements of this Infringement Notice are set out in the commitment at Annex (1) to the notice. Should HPCL make a commitment in the form set out in Annex (1) within the compliance period, the Commission will not institute proceedings against HPCL in respect of the Subject Arrangement.

5.2 Notification period

44. HPCL must notify the Commission in writing whether or not it proposes to comply with the requirements of this Infringement Notice set out in Annex (1) no later than by 4:00 pm on 1 February 2021.

5.3 Compliance period

45. If HPCL notifies the Commission that it proposes to comply with the requirements of this Infringement Notice within the notification period, it must then submit a commitment to the Commission in the form set out in Annex (1) no later than by 4:00 pm on 4 February 2021.
46. In accordance with section 74 of the Ordinance, HPCL may apply in writing to the Commission for an extension of the compliance period, before that period has expired. The Commission may extend the period if it considers there is a good reason for doing so.

5.4 Publication of the infringement notice and commitment

47. Where a commitment to comply with the requirements of this Infringement Notice is made within the compliance period, the Commission may publish the infringement notice and the commitment (other than the confidential information appearing in the endnotes being redacted in accordance with paragraph 7 of this Infringement Notice) provided on its website, in accordance with sections 72(2), 77 and 78 of the Ordinance.

* * *

Issued 26 January 2021.

[Signed]

Samuel CHAN Ka-yan
for and on behalf of the
Competition Commission

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
 - (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

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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.

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- (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 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

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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 may exercise its discretion to extend the time for complying with any of the above Requirements.

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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

Date:

Name:

Position:

CONFIDENTIAL ENDNOTES TO THE INFRINGEMENT NOTICE

(Confidential information is highlighted in yellow and will be redacted in accordance with paragraph 7 of the Infringement Notice)

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- ⁱ Paragraph 7 of CIS of [Hotel representative] (“[Hotel representative]”) dated 11 December 2018 (“[Hotel representative]’s CIS”).
- ⁱⁱ Agreement dated 26 March 2015 entered into between Hotel Panorama Company Limited (“HPCL”) and Gray Line Tours of Hong Kong Limited (“Gray Line”).
- ⁱⁱⁱ Licensing Agreement dated 9 April 2015 entered into between HPCL and Tink Labs Limited (“Tink Labs”).
- ^{iv} Paragraph 8 of CIS of [Hotel representative] (“[Hotel representative]”) dated 7 December 2018 (“[Hotel representative]’s CIS”).
- ^v Paragraph 9 of [Hotel representative]’s CIS.
- ^{vi} Email from [Gray Line representative] (“[Gray Line representative]”) of Gray Line to [Hotel representative] dated 14 March 2016 at 5:01pm.
- ^{vii} Email from [Hotel representative] to [Gray Line representative] dated 16 March 2016 at 2:43pm.
- ^{viii} Email from [Gray Line representative] to [Hotel representative] dated 16 March 2016 at 2:43pm; email from [Gray Line representative] to [Hotel representative] dated 17 March 2016 at 6:07pm.
- ^{ix} Paragraph 38 of CIS of [Tink Labs representative] (“[Tink Labs representative]”) of Tink Labs dated 23 August 2019.
- ^x Email from [Tink Labs representative] of Tink Labs to [Hotel representative] of HPCL dated 24 March 2016 at 1:29pm.
- ^{xi} Email from [Hotel representative] to [Gray Line representative] dated 24 March 2016 at 2:50pm.
- ^{xii} Email from [Gray Line representative] to [Hotel representative] dated 30 March 2016 at 12:25pm.
- ^{xiii} Email from [Gray Line representative] to [Hotel representative] dated 10 May 2016 at 7:51pm.
- ^{xiv} Email from [Hotel representative] of HPCL to [Tink Labs representative] dated 12 May 2016 at 5:29pm.
- ^{xv} Email from [Hotel representative] to [Tink Labs representative] dated 18 May 2016 at 3:27pm.
- ^{xvi} Email from [Tink Labs representative] to [Hotel representative] dated 18 May 2016 at 3:37pm.