

The Fair Trade Commission

Competition Policy Information and Research Center

【Newsletter】

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◆ News Section

◎ Fair Trade Commission establishes a “Task Force for the Prevention of the Price Manipulation of Necessary Commodities”

In light of the raised prices of several important necessities in Taiwan, the Fair Trade Commission (FTC) has controlled relevant market status. Additionally, in order to prevent relevant enterprises from jointly raising or manually manipulating prices to affect market trading order and consumers’ interests, the FTC has established a “Task Force for the Prevention of the Price Manipulation of Necessary Commodities” to deter any illegal acts in a timely manner.

The variations in prices are a consolidated result of economic activities. The FTC respects the type of price variation, which is decided by an individual enterprise in consideration of market supply and demand as well as its own marketing strategy arising from free competition. The FTC does not approve, however, the type of price variation that is jointly forced up or artificially manipulated by enterprises as a result of a market monopoly. The FTC shall strictly punish any and all violations of the Fair Trade Law.

The said Task Force is led by Commissioner Chen, Jung-Lung. The team members include the Chief Secretary, First Director-General, Second Director-General and other relevant personnel. The specific tasks are:

- (1) The Task Force shall investigate the market status of the preliminary targets, such as oil products, granulated sugar, wheat, soybeans, electricity, gas, the transportation fare rate, produce, livestock products and sandstone. The Task Force may investigate more targets in the future based upon the actual situation. With any suspicious artificial manipulation of commodity prices, the FTC shall immediately initiate an investigation. With specific evidence of violation found, the FTC shall impose an administrative fine, which can be as high as NT\$25,000,000, in accordance with Article 41 of the Fair Trade Law.
- (2) In the event that the price fluctuation is a result of imbalance of market supply and demand or cost factors, the Task Force shall request that the competent authority over this particular commodity propose a solution.
- (3) The Task Force shall promptly disclose important information regarding civil necessities through the media, in order to avoid the public’s concern and eliminate people’s anticipations regarding price fluctuations by providing information on

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market status.

◎ **FTC initiates an investigation on the event that the Meal Box Associations of 21 counties/cities jointly raised the prices of school meals**

The Joint Association of the Taiwan Meal Box Industry and the Meal Box Associations of 21 counties and cities jointly decided to raise the prices of school meals by means of a resolution. This decision might fall under the definition of concerted actions prohibited by the Fair Trade Law. The FTC has encompassed the meal box industry as one of the targets that are investigated by the “Task Force for the Prevention of the Price Manipulation of Necessary Commodities” established by the FTC on April 18, 2006 and has initiated the investigation.

A conduct of any enterprise, by means of a contract, agreement or any other form of mutual understanding, with any other competing enterprise, to jointly determine the price of goods or services is a “concerted action” as referred to in Article 7 of the Fair Trade Law. In addition, by means of its charter, a resolution of a general meeting of members or a board meeting of directors or supervisors, or any other means, to restrict activities of enterprises is also deemed as a horizontal concerted action. Moreover, the forepart of Article 14 of the Fair Trade Law strictly prohibits concerted actions participated in by enterprises. The adjustment of commodity prices by an individual enterprise shall be based upon its operating costs and the status of market supply and demand. No enterprises shall agree on the prices with other competitors or jointly determine the prices through an association.

With regard to the said resolution, the participating Meal Box Associations might have violated the prohibitive provisions of the Fair Trade Law and a strict punishment might be imposed if the investigation proves the violation. In the event that specific evidence is found, the FTC shall impose an administrative fine ranging from NT\$50,000 to NT\$25,000,000 upon the violators in accordance with Article 41 of the Fair Trade Law.

◎ **Some 11 sand and gravel companies in central Taiwan maliciously hoarded sand and gravel to raise product prices, which was an obviously unfair conduct sufficient to affect trading order. The conduct violated Article 24 of the Fair Trade Law.**

Because mainland China had announced in April 2006 that it would ban the export of natural sand starting May 1, 2006, 11 sand and gravel companies in central Taiwan maliciously hoarded sand and gravel to raise product prices in face of the adverse supply and demand situation in Taiwan. During its 757th Commissioners’ Meeting on May 11, 2006, the FTC determined that such action by the 11 sand and gravel companies was obviously unfair, sufficient to affect trading order, and violated Article 24 of the Fair Trade Law. In addition to ordering the companies to immediately cease the aforementioned unlawful act, the FTC imposed fines ranging from NT\$1 to NT\$5.5 million. The fines imposed on the 11 enterprises totaled NT\$33.08 million.

The local sand and gravel market was affected by mainland China’s announcement in April 2006 stating that it would ban the export of natural sand starting May 1, 2006. The announcement led to short-term supply instability in the local market and price increases, which caused public concern. Since sand and gravel are daily commodities, the FTC task force to prevent manipulation of prices of daily commodities acted *ex officio* in accordance with Article 26 of the Fair Trade Law and immediately initiated investigations on whether there were violations that were harmful to the public interest, such as malicious hoarding to increase prices. Statistics from the Bureau of Mines under the Ministry of Economic Affairs showed that the local sand and gravel consumption in 2005 was approximately 68 million

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cubic-meters. In 2006, the respective inventories by the end of March were 700,000 cubic-meters in northern Taiwan, 3.3 million cubic-meters in central Taiwan, 2.5 million cubic-meters in southern Taiwan, and 1.5 million cubic-meters in eastern Taiwan. The total inventory in Taiwan was approximately 8 million cubic-meters, which was sufficient to meet local demand for one to two months. In addition, the government proposed measures to improve river dredging and gravel excavation to eliminate speculation regarding supply shortages. It is expected that the government's measures will provide significant supply and that the prices of sand and gravel should not skyrocket until the end of 2006.

The FTC on several occasions sent personnel to major sources of sand and gravel such as Jhuoshuei River and Dajia River to interview the relevant businesses. According to the ready mix concrete businesses in central Taiwan that receive supplies from the 11 violators, the prices of sand and gravel in Jiji and Shueili in Nantou had increased from NT\$360 to NT\$390 per cubic-meter in March 2006 and from NT\$430 to NT\$460 per cubic-meter by the end of April. On the other hand, in Dongshih and Shihgang in Taitung, sand and gravel priced below NT\$400 per cubic-meter was increased to NT\$500 and even up to NT\$550. Since April, the sand and gravel unit price in central Taiwan had increased from NT\$680 to NT\$750, or by between 13 and 23 percent.

Investigations showed that the inventory of the 11 businesses was about 100,000 to 400,000 cubic-meters during this period, and that the 11 businesses did raise their retail prices. Although mainland China had earlier announced a ban on natural sand exports starting May 1, 2006, the government implemented relevant emergency measures and there was no supply shortage in the local sand and gravel market. The 11 businesses were unable to explain why their April inventory increased drastically or why the inventory was significantly higher than that during the same period last year. In addition, the 11 businesses were unable to justify their increase in retail prices. At a time of adverse supply and demand in the local sand and gravel market, the 11 businesses maliciously hoarded sand and gravel to raise product prices, which was an obviously unfair conduct and detrimental to the functioning of the market mechanism. The conduct seriously affected trading order and the supply of daily commodities to the public; their conduct was ethically reprehensible, undermined public interest, and violated Article 24 of the Fair Trade Law. After taking into account the motive, objective, expected improper benefits, degree of damage to trading order, duration of the actions, benefits obtained, scale of business, business operations, previous violations, conduct after the violation, and cooperation during the investigation, the FTC subsequently imposed the aforementioned punishment in accordance with Article 41 of the Fair Trade Law.

© Selected FTC Decisions

Happy Holidays International Co., Ltd. used improper marketing methods to sell membership cards for a foreign vacation resort. The obviously unfair conduct was sufficient to affect trading order and violated Article 24 of the Fair Trade Law.

During its 745th Commissioners' Meeting on February 16, 2006, the FTC determined that Happy Holidays International Co., Ltd. (hereafter Happy Holidays) used improper marketing methods to sell membership cards for a foreign vacation resort. The company's obviously unfair conduct was sufficient to affect trading order and violated Article 24 of the Fair Trade Law. In addition to ordering Happy Holidays to immediately cease the aforementioned unlawful act, the FTC also imposed a fine of NT\$3 million.

Investigations showed that Happy Holidays invited consumers over the phone to attend its sales orientation and used aleatory prize winnings as an inducement. The company,

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however, did not reveal its objective of selling the membership cards, such that consumers attended the orientation without any prior mental preparation for trade. Investigations also showed that Happy Holidays was a distributor of the Thai QVC Resort membership and was selling membership cards for the resort.

Since the resort was located overseas and the resort operator was a foreign enterprise, consumers had limited access to information on the resort, membership details, and contract stipulations that would affect membership rights due to information asymmetry. If Happy Holidays required advance deposit payments before consumers could review the contract, it would place the consumers in a further disadvantageous position.

Although Happy Holidays claimed that it did not engage in the aforementioned act, the company admitted that it had collected fees from consumers who were willing to become ad spokespersons. After filling the membership application forms, the consumers were led to another room for a contract review. In addition, Happy Holidays announced that consumers who became members on the same day could avail of the special pricing given to ad spokespersons. Before showing the contract to the consumers for review, however, Happy Holidays collected a fee as a guarantee of the membership discount; such fee was in effect a deposit payment. Investigations also showed that Happy Holidays often used lengthy and exhaustive selling tactics, and that Happy Holidays indeed requested deposit payment from consumers before showing them the contract for review.

To sum up, Happy Holidays intended to attract consumers who were mentally unprepared to engage in trade, used lengthy and exhaustive selling tactics, and took advantage of its dominant position in trade information to request deposit payment from consumers before showing the contract to them. These were improper methods of selling membership cards, and the conduct caused its trading counterparts to make a trading decision in the absence of transparency of information. Happy Holidays' apparently unfair conduct was sufficient to affect trading order and violated Article 24 of the Fair Trade Law.

After taking into account the motive, objective, expected improper benefits, degree of damage to trading order, duration of the actions, benefits obtained, scale of business, business operations, revenue and market position, whether the competent authority had previously corrected or warned against such acts, previous violations, interval of violations, punishments incurred, conduct after the violation, and cooperation during the investigation, and other factors, the FTC imposed the aforementioned punishment.

Complaints were filed against cylinder gas distributors in Taichung County and Taichung City for their joint price increase, which violated Article 14 of the Fair Trade Law.

Complaints were filed against cylinder gas distributors in Taichung County and Taichung City for their joint price increase, which allegedly violated the Fair Trade Law. During its 746th Commissioners' Meeting on February 23, 2006, the FTC determined that the conduct of the 13 gas cylinder distributors in the Taichung area in jointly increasing the refilling price and negotiating with downstream gas dealers, asking them to increase the retail price and not engage in customer competition, and the mutually restricting activities of the Taichung City Liquefied Gas Business Association, such as deciding and informing its members to unanimously increase retail prices, violated Article 14, paragraph 1 of the Fair Trade Law. In addition to ordering the companies to immediately cease the unlawful act, the FTC imposed fines ranging from NT\$200,000 to NT\$500,000 on the 13 refilling companies and NT\$500,000 on the Taichung City Liquefied Gas Business Association. The fines imposed in the Taichung area totaled NT\$5.51 million.

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The FTC had since November 2005 been receiving complaints from Taichung County, Taichung city government, and residents on the price of 20-kilogram cylinder gas, which had increased by NT\$50 to NT\$100 per cylinder. Many legislators also held press conferences expressing concern as to whether the cylinder gas price increases in the Taichung area were reasonable. The FTC thus carried out an on-site investigation on the cylinder gas market in Taichung County and Taichung City.

Investigations showed that there was intense competition among downstream gas businesses in the townships of Taichung County. The refilling price of gas refilling companies had also been maintained at a low NT\$0.3 per kilogram for many years. In 2003, refilling companies in the Taichung area tried to negotiate a price increase but to no avail. During the gas shortage in October 2005, however, the refilling companies reached an initial consensus in a meeting at the Green Cafe in Shengang Village in mid-October. Starting on Oct. 23, the refilling companies began approaching gas dealers in the villages and townships to explain the increase in gas refill prices and the retail price of cylinder gas. They also negotiated with gas dealers not to engage in price competition. Refilling companies and gas dealers met in Green Garden some time around Oct. 26. The meeting resulted in increases in the prices of 20-kilogram family-use cylinder gas in villages and townships in Taichung County from NT\$500 to NT\$580 beginning November 2005. The price of commercial-use cylinder gas increased from NT\$450 to NT\$550, and the gas refill price also increased to approximately NT\$1.5 per kilogram.

Competition in the cylinder gas market in Taichung City has been intense in recent years. The price of commercial-use 20-kilogram cylinder gas had once dropped to NT\$450 per cylinder, while most of the family-use cylinder gas was priced at NT\$550. During the sixth meeting of the directors and supervisors of the Taichung City Liquefied Gas Business Association on Oct. 28, 2006, it was decided that gas prices should reflect cost and profit, which were based on the cost analysis provided by the Veterans Affairs Commission and the prices on the website of the Bureau of Energy. Thus the highest retail price for family-use cylinder gas was set at NT\$630 and NT\$550 for commercial-use cylinder gas. The Association subsequently placed a total of 10 advertisements on channels 4, 22, 21, and 68 from Nov. 2 to 4, and the prices of cylinder gas in Taichung City started to increase beginning Nov. 1.

The conduct of the aforementioned enterprises in jointly increasing the gas refilling price and negotiating with gas dealers to raise their retail prices and not to engage in customer competition were sufficient to affect the function of the cylinder gas refilling market in Taichung City, and it violated the provisions against concerted action in Article 14, paragraph 1 of the Fair Trade Law. After taking into account the motive, objective, expected improper benefits, degree of damage to trading order, duration of the actions, benefits obtained, scale of business, business operations, market position, previous violations, conduct after the violation, and cooperation during the investigation, the FTC imposed the aforementioned punishment.

□ Advertisement for the Imperial Garden pre-sold housing from Fortune Union CNS contained false or misleading representations and violated Article 21, paragraph 1 of the Fair Trade Law.

During its 749th Commissioners' Meeting on March 16, 2006, the FTC determined that the advertisement for the Imperial Garden pre-sold housing from Fortune Union CNS (hereafter Fortune Union) contained false or misleading representations and violated Article 21, paragraph 1 of the Fair Trade Law. In addition to ordering the company to immediately

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cease the aforementioned unlawful act, the FTC also imposed a fine of NT\$3 million.

In the King Border Atrium section of its Imperial Garden housing advertisement, Fortune Union indicated that there was a parking space for one or two cars at the ground floor of every housing unit. The entire floor plan also showed garage markings with dotted and solid lines extending from the left side of Unit A9 up to the left side of Unit A1, from the lower side of Unit A1 up to the lower side of Unit D1, and from the right side of Unit D1 up to the right side of Unit D7. The furniture layout of Unit D7, for instance, claimed “a new kind of recreational vehicle living with parking space for two vehicles, without worries from wind, rain, or thieves,” “in addition to satisfying the male owner’s desire to take care of the vehicle himself, it also brings in a new era of RV leisure living,” and “the backyard has space for greeneries.” The lower portion showed a picture of a parking space for two vehicles (with a dotted line dividing the vehicles) and a wall post.

Investigations showed that the Taichung City Government had determined that the change from an arcade to a garage was a violation of the Building Code. Furthermore, the construction plan and the as-completed plan approved by the Taichung City Government Public Works Bureau showed that in the application for construction and subsequent approval for the construction of the Imperial Garden, the space within the approved lot building line was intended to be used as an arcade and the ground floor was intended for use as a parking space. The advertisement in question, however, showed that the ground floor was composed of a bedroom and bathroom. The courtyard and twin-vehicle parking space were sufficient to prove that the garage in the advertisement was a building violation.

Fortune Union claimed that the garage was indicated by dotted lines, that the purchase contract clearly showed it to be a second construction, and that the complainants were notified in advance. In the aforementioned advertisement, there was a dotted line in the middle of the garage. Since the garage was constructed illegally instead of there being an arcade, the construction was a violation. It would be difficult for consumers to know that the layout violated building codes. Even if Fortune Union were able to deliver a housing unit similar to that indicated in the advertisement after the second construction, the bedroom and bathroom would still have been dismantled once a complaint had been received. There was a huge disparity between the contents and representations in the advertisement and the consumers’ perception, and this disparity was beyond the acceptable limits of the consumers. In addition, although Fortune Union had notified the consumers regarding the aforementioned issues separately in the contract and also verbally, it was the perception of consumers in general that the contents and representations in the advertisement were facts to do with the merchandise. Therefore, Fortune Union could not disclaim responsibility simply because it had provided additional explanations or corrections in its advertisement and contracts, so as to prevent misleading consumers and depriving competitors of opportunities for trade with the consumers.

After taking into account the motive, objective, expected improper benefits, degree of damage to trading order, duration of the actions, benefits obtained, scale of business, business operations, revenue and market position, whether the competent authority had previously corrected or warned against such acts, type and number of previous violations, interval of violations, punishments incurred, conduct after the violation, cooperation during the investigation, and other factors, the FTC imposed the aforementioned punishment.

Far Glory Life Insurance stipulated terms in its credit agreement to accelerate the maturity of a debt, which deprived borrowers of the opportunity to make remedies in advance. Such action, obviously unfair and sufficient to affect trading order, violated Article 24 of the Fair Trade Law.

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Far Glory Life Insurance (hereafter Far Glory) stipulated terms in its credit agreement to accelerate the maturity of a debt, which deprived borrowers of the opportunity to make remedies in advance. During its 750th Commissioners' Meeting on March 23, 2006, the FTC determined that such action, obviously unfair and sufficient to affect trading order, violated Article 24 of the Fair Trade Law. In addition to ordering Far Glory to cease the aforementioned unlawful act, the FTC also imposed a fine of NT\$500,000.

To protect trading order in the financial market, the FTC formulated the Fair Trade Commission Policy Statements on the Business Practices of the Financial Industry, which clearly stipulates that when it becomes necessary for financial institutions to take protective measures such as accelerating the maturity of a debt in the event of a deficiency in the borrower's credit, it is advisable for a financial institution to reach an agreement with the borrower in advance to define what constitutes a deficiency in credit: e.g., (1) a failure to repay the principal of any single debt as stipulated; ... (6) a failure to repay the interest on any single debt as stipulated; (7) where the security is attached or the security is destroyed or lost, declines in value, or is insufficient to secure the creditor's rights; (8) where the actual use to which the party puts the borrowed funds is different from the purpose approved by the financial enterprise; (9) where there is a likelihood that the financial enterprise will not be repaid because of a disposition for compulsory execution, injunction, or other precautionary measures. For an acceleration clause based on reasons listed in points (6) to (9), the borrower should be given a reasonable period of advance notification or prompting.

Articles 8 and 22 of the aforementioned Far Glory agreement, which the FTC examined, stipulated that in the event of a deficiency in credit as stipulated in Article 8, paragraphs 6 to 9 of the agreement, Far Glory need not notify or send dunning letters to the borrower before proceeding to accelerate the maturity of the debt. Such stipulation deprived borrowers of the opportunity to make remedies in advance. The contractual rights of both parties were obviously uneven, and the borrower was placed in a disadvantageous position due to information asymmetry. The obviously unfair conduct was sufficient to affect trading order and violated Article 24 of the Fair Trade Law.

After taking into account the motive, objective, expected improper benefits, degree of damage to trading order, duration of the actions, benefits obtained, scale of business, business operations, revenue and market position, whether the competent authority had previously corrected or warned against such acts, type and number of previous violations, interval of violations, punishments incurred, conduct after the violation, cooperation during the investigation, and other factors, the FTC imposed the aforementioned punishment.

□ King Cable TV and Everlasting Cable TV jointly divided trading counterparts between them and limited the subscribers' right of choice. The conduct violated Article 14 paragraph 1 of the Fair Trade Law.

King Cable TV (hereafter King) and Everlasting Cable TV (hereafter Everlasting) did not compete for trading opportunities through favorable subscription rates, quality, service, or any other terms beneficial to their consumers (subscribers). Instead, the two companies divided the trading counterparts between themselves, which limited the right of choice of their subscribers. During its 751st Commissioners' Meeting on March 30, 2006, the FTC determined that such conduct was sufficient to affect market supply and demand in the Taipei City Jhongshan CATV service area (including the Jhongshan, Songshan, and Dadung administrative areas), and violated Article 14, paragraph 1 of the Fair Trade Law. In addition to ordering the companies to immediately cease the aforementioned unlawful act,

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the FTC also imposed a fine of NT\$6 million.

The FTC received complaints from the public in 2003 claiming that no cable TV services were available in the newly-completed national housing area where they lived. The building administration committee requested that King provide cable TV services. Yet service personnel from King told the complainants that the building was located in the area covered by Everlasting. The service personnel used the inconvenience of installing an additional network facility as an excuse to turn down the request for cable TV services in the complainants' building. Investigations showed that King's network layout plan referred to the complainants' area as "Changde Building," and that during the past five years, the area had no King cable TV subscribers. Questionnaires and on-site interviews with the joint management committee of the Songshan national housing confirmed that the two cable TV operators were not in competition. Investigations also showed that the two cable TV operators had cross-ownership of shares, and that King's president, representing the business group that held 25 percent of the shares of Everlasting, served as a representative on the Everlasting board of directors. This gave King the opportunity to take part in the board meetings of its competitor, which created a conduit between the two business strategies and thus resulted in concerted action.

The two cable TV operators engaged in concerted actions. They reduced the redundant installation of cable TV facilities to maintain specific rates for a building's group subscribers and minimize the difference in subscription rates to balance the total number of subscribers so as to increase prices and share profits. Since the cable TV penetration rate in Taiwan has exceeded 80 percent, watching cable TV has become one of the public's main leisure activities. At the same time, cable TV is also a vital source of information. Among the 51 cable TV operating areas in Taiwan, most areas have either one or two operators. For this reason, subscribers do not have much opportunity in choosing cable TV operators. When a cable TV operator engages in improper business or unlawfully refuses to provide service, it could undermine the subscriber's interest, and often force the subscriber to absorb damages due to a lack of choice. To ensure healthy development in the industry and safeguard market order, the FTC imposed a punishment on the two operators.

□ Five enterprises violated Articles 21 and 24 of the Fair Trade Law by placing false advertisements on debt negotiation and loan brokerage.

During its 753rd Commissioners' Meeting on April 13, 2006, the FTC determined that OK Bank and Sinheng Marketing Consultants (a.k.a. Chia-ka-er Wealth Management Center, hereafter Chia-ka-er Wealth Management) violated Article 21, paragraph 1 applied *mutatis mutandis* to paragraph 3 and Article 24 of the Fair Trade Law by placing false ads on debt negotiation. In addition, FTC determined that Taiwan You Da Co., Ltd., Taiwan United Consultants Co., Ltd., and Hong Sheng International Marketing Co., Ltd. (hereafter Taiwan You Da, Taiwan United, and Hong Sheng, respectively) placed false ads on loan brokerage and violated Article 21, paragraph 1 applied *mutatis mutandis* to paragraph 3 of the Fair Trade Law. In addition to ordering the aforementioned five enterprises to immediately cease the unlawful acts, the FTC also imposed a fine of NT\$1.85 million on OK Bank, NT\$120,000 on Chia-ka-er Wealth Management, NT\$210,000 on Taiwan You Da, NT\$500,000 on Taiwan United, and NT\$500,000 on Hong Sheng. The fines on the five enterprises totaled NT\$3.18 million.

As early as May 2004, the FTC had received complaints and imposed punishment on a loan broker. Due to the increasing number of ads on loan brokerage and debt negotiation, the FTC was concerned that the ads could undermine competitive order within the financial

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industry and go against consumers' interests. The FTC thus initiated investigations on ads by loan brokers claiming "low interest rates," "big loan sums," "fast cash disbursements," and "actual case examples." The investigation results were submitted for review during the FTC Commissioners' Meeting. As a result, six companies were punished for using false or misleading representations in their ads, and the fines totaled NT\$3.15 million. At the same time, the FTC has since the end of 2005 started to monitor ads on "loan negotiation" and investigate parties suspected of unlawful conduct.

The FTC also monitored the websites and ads on the loan brokerage and debt negotiation of 46 enterprises mentioned in a letter from the Financial Supervisory Commission under the Executive Yuan. The FTC established more than 70 cases involving false advertisements, and investigations on the above five enterprises have been completed. OK Bank and Chia-ka-er Wealth Management were involved in false advertisements on debt negotiation, while Taiwan You Da, Taiwan United, and Hong Sheng were involved in false advertisements on loan brokerage.

◆ **FTC Activities**

- ◎ On March 22, the FTC organized a conference to discuss the mechanics for cooperation in the investigation and punishment of violations by advertisements on loan brokerage and debt negotiation.
- ◎ On March 24, the FTC organized an orientation seminar at the First Fruit and Vegetable Wholesale Market of the Taipei Agricultural Products Marketing Co. to explain applications of the Fair Trade Law on agricultural products market trading.
- ◎ On March 30, the FTC promoted the Fair Trade Law to graduate students in the on-the-job training graduate program of the law department of the National University of Kaohsiung.
- ◎ On March 30, the FTC organized a public hearing on the draft guidelines for the handling of mergers.
- ◎ On March 31, the FTC organized a seminar to explain the Fair Trade Law and fresh milk market.
- ◎ On April 12, the FTC organized a public hearing on the relevant issues on the copyright law and plagiarism of website news reports from competitors and the application of the Fair Trade Law and the application of the Administrative Penalty Act in punishing unlawful conduct.
- ◎ On April 17, the FTC organized a public hearing on the FTC's evaluation system for enterprises engaged in multilevel marketing.
- ◎ From April 24 to 25, the FTC organized a seminar for personnel engaged in the survey of multilevel marketing enterprises.

◆ **International Exchanges**

- ◎ From March 6 to 11, Senior Specialist Hu Tzu-Shun was a speaker in a series of symposiums on competition law and policy in Vientiane, Laos and Phnom Penh, Cambodia.

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- ◎ From March 27 to 28, Inspector Hsu Tzung-Yu attended the ICN Merger Working Group's workshop in Washington, USA.
- ◎ From April 5 to 7, Section Chief Lee Wen-Hsiu attended the OECD-Korea Regional Centre for Competition's Regional Cartel Workshop in Seoul, Korea.