



NO 071

TAIWAN FTC NEWSLETTER

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Cathay Real Estate and Puxin Advertising Respectively Fined 1.7 million and 300,000 for Demanding that Homebuyers Pay a Deposit to See Purchase Contracts

The Fair Trade Commission decided at the 1,277th Commissioners' Meeting on Apr. 27, 2016 that Cathay Real Estate Co., Ltd. (hereinafter referred to as Cathay Real Estate) and Puxin Advertising Co., Ltd (hereinafter referred to as Puxin Advertising) had engaged in obviously unfair conduct in violation of Article 25 of the Fair Trade Act by demanding that homebuyers pay a deposit to see the purchase contract when marketing the presale homes of the “Cathay Fudu” housing project. Therefore, the FTC imposed an administrative fine of NT\$1.7 million on Cathay Real Estate and NT\$300,000 on Puxin Advertising and also ordered Cathay Real Estate to cease the said unlawful conduct.

Compared to other consumer products, presale homes have the characteristic of being “high in value.” Moreover, as they have not yet taken shape and ownerships are not yet registered, the amount of related information available to homebuyers when signing purchase contracts is rather limited. Real estate developers and agents are without doubt the side with information advantages. Hence, when real estate developers and agents demand that homebuyers pay a deposit before they will be given the contract to read, it puts homebuyers in a disadvantageous position and it is obviously unfair. Such a practice can affect the transaction decision making of homebuyers and is also unfair competition for competitors who provide homebuyers with purchase contracts as required by law. For this reason, the practice of Cathay Real Estate and Puxin Advertising was considered obviously unfair conduct able to affect trading order in violation of Article 25 of the Fair Trade Act.

The FTC initiated an ex officio investigation after its staff members who disguised themselves as consumers visited the “Cathay Fudu” presale home reception center and saw that the sales clerks demanded that homebuyers pay a deposit to see the purchase contract. The evidence collected from the investigation indicated that buyers of 96 of the 98 already sold units had either paid deposits and obtained purchase contracts on the same date or paid deposits before obtaining purchase contracts. Meanwhile, in the questionnaire survey administered by the FTC, more than a few homebuyers indicated that the sales clerks had indeed demanded that they pay a deposit to see the contract. In other words, it was obvious that Cathay Real Estate and Puxin Advertising had demanded that homebuyers pay

a deposit to see the contract and the practice had pushed homebuyers to make transaction decisions with inadequate trading information. At the same time, the conduct was also unfair competition for competitors. Therefore, it was in violation of Article 25 of the Fair Trade Act.

The FTC would like to urge real estate developers and agents to abide by the Fair Trade Act and the Disposal Directions (Guidelines) on Selling Presale House. It would also like to remind consumers to once more request that developers and real estate agents provide purchase contracts without the need to pay deposits or any fees when considering buying presale homes in order to understand each other’s rights and obligations and the content of product so that they can protect their own rights and interests. 

A Study on the Illegality of E-commerce Platform Operators Signing with E-tailers Contracts Including Exclusive Dealing Provisions

The mode of operation of e-commerce platforms is B2B2C (business to business to customer). Platform operators provide virtual rental shops and retailers are responsible for the display of merchandise, cash flow, logistics, customer service, etc. Platform operators collect rents from retailers and provide technical assistance. Unlike on B2C (business to customer) platforms, retailers have more autonomy on B2B2C platforms and are allowed to market products of their own brands. Operated by A Company, Super Big Mall is currently the largest e-commerce platform in the country. An informer complained about rental service contracts that A Company signed with e-tailers including provisions prohibiting the e-tailers from setting up stores on other e-commerce platforms. It was a restriction on the e-tailers' freedom to do business with other e-commerce platform operators in violation of Subparagraph 5 of Article 20 of the Fair Trade Act.

The purpose and nature of exclusive dealing provisions

The purpose of an exclusive dealing arrangement is not only to exclude competitors. It may be intended to prevent competitors from "getting a free ride" as well as push trading counterparts to concentrate on existing business relations and encourage continuous investment in such relations to promote competition. According to A Company, the stipulation of exclusive dealing provisions in the rental service contracts was designed to prevent e-tailers using the service of Super Big Mall from opening more shops on other e-commerce platforms to market their products or services after quickly building up sales, good ratings, reputations and purchase ability, while A Company still had to shoulder cost and management risks for such

businesses. The e-tailers would be making profits through other online sales channels, but A Company could lose its competitive edge in the e-commerce market.

Meanwhile, when assessing the nature of exclusive dealing restrictions, it is also necessary to consider whether the range of restriction covered by such exclusive dealing provisions is across the board or only in certain areas, and whether the exclusive dealing provisions are unilaterally imposed "take-it-or-leave-it" provisions or an agreement established after negotiation. The FTC's investigation showed that the exclusive dealing provisions in the rental service contract that A Company signed with e-tailers only restricted the e-tailers from setting up operations on e-commerce platforms that were competitors of A Company; they did not cover other e-commerce operating modes. In other words, it was not an across-the-board restriction. In addition, it was indicated in the agreement signed between A Company and Super Big Mall that the number of e-tailers signing contracts that included exclusive dealing provisions accounted for more than half of all the businesses operating on Super Big Mall, but the number of e-tailers that were not bound by the said exclusive dealing provisions also made up a considerable proportion. Apparently, A Company did not impose exclusive dealing on all the businesses that wanted to set up operations on Super Big Mall. There was room for negotiation and the provisions could be revised or cancelled.

The foreclosure rate and duration of exclusive dealing provisions

The possible harm caused by exclusive dealing to competition is that it forecloses the trading

opportunities, marketing channels or input elements of competitors and thus excludes competition or increases entry barriers. However, using exclusive dealing to achieve the purpose of restricting competition requires the ability to foreclose enough input elements or marketing channels. This means that the rate of foreclosure has to be big enough to threaten competition. Unless A Company was able to apply exclusive dealing to restrict most businesses in the market from transacting with competing e-commerce platforms and make it impossible for its competitors to find enough businesses to set up operations on their platforms, it could not create any competition restraint. The FTC's investigation indicated that despite more than half of the businesses operating on Super Big Mall having signed contracts that included exclusive dealing provisions, there were still a rather considerable number of businesses not restricted by the exclusive dealing provisions. Opening shops on e-commerce platforms is a new approach to set up a business and it has been growing rapidly. There are no significant barriers or costs for businesses running physical outlets to set up operations online. The competitors of A Company could attract businesses already managing online stores to switch to their e-commerce platforms or businesses that had not yet set up online operations but were interested in doing so. In other words, even if the exclusive dealing provisions stipulated by A Company had resulted in foreclosure for some online businesses, there were still countless numbers of online businesses that could be potential trading counterparts for the competitors of A Company. For this reason, the creation of foreclosure was unlikely.

Another key issue in assessing the likelihood of foreclosure is the duration of the contract including exclusive dealing provisions and whether or not the party under restriction can terminate the contract at any time (the opt-out clause). When the duration of a contract including exclusive dealing provisions is

short or the party under restriction can terminate the contract at any time, competitors will be able to offer the right deal to force such a party to switch platforms or persuade such a party to terminate the contract and then switch platforms. Under such circumstances, the exclusive dealing restriction is less likely to constitute any threat to competition. The rental service contracts that A Company signed with e-tailers did not include any contract period and either party could notify the other and terminate the contract at any time. According to A Company, if an e-tailer wished to terminate the contract or stop the rental service, all it had to do was to notify the company. After receiving such a notice, A Company would help the business with account settlement. This means that there were no barriers to any business to terminate contracts with Super Big Mall or stop renting the service. Even though some e-tailers were restricted by the exclusive dealing provisions while the contract was valid, competitors of A Company could still persuade such businesses to stop renting the service of Super Big Mall, terminate the contract and switch to their platforms. Therefore, the exclusive dealing provisions did not create any foreclosure.

The effect of exclusive dealing provisions on competition


While the informer thought A Company's exclusive dealing provisions had obstructed it from obtaining trading opportunities, other competitors of A Company never expressed concerns about the said exclusive dealing provisions having created competition restraints. Besides, some competitors did not enter the e-commerce platform market until 2014, suggesting that the exclusive dealing between A Company and e-tailers had not increased any market entry barrier or led to foreclosure. At the same time, the revenue of the e-commerce platform that the informer operated appeared to be growing year after year. Obviously, the exclusive dealing provisions stipulated

by A Company had not created any foreclosure or excluded competition. In the meantime, according to businesses that had signed with A Company contracts including the exclusive dealing provisions, their cooperation with A Company had been smooth and they had never had to evaluate the influence of the provisions on their business management. Therefore, there was no concrete evidence showing that the exclusive dealing provisions stipulated by A Company had resulted in excessive restrictions on the freedom of the company's trading counterparts to choose those with whom they wanted to do business.

Conclusion

Exclusive dealing might give rise to exclusion or foreclosure of competition. However, on the other hand, it also can protect specific investments, increase the concentration of retailers and prevent


inter-brand free riding to promote competition. Hence, the principle of rationality has to be taken into account to assess whether the imposition of exclusive dealing provisions on the business activities of trading counterparts is illegal and in violation of the Fair Trade Act. The intention, purpose and market status of the imposer, the structure of the relevant market, the characteristics of the products or services involved, and the effect of the implementation of exclusive dealing on market competition all have to be considered.

In taking all of the above issues into consideration, the FTC concluded that, according to existing evidence, it was difficult to deem that A Company was in violation of the Fair Trade Act by stipulating exclusive dealing provisions in the rental service contracts to restrict the business activities of its trading counterparts. 

Four Handmade Red Vermicelli Noodle Producers fined 660,000 in Total for Joint Price Increase

The Fair Trade Commission decided at the 1,281st Commissioners' Meeting on May 25, 2016 that Liang Hong Yi Enterprise Co., Ltd. (hereinafter referred to as Liang Hong Yi), Tai Yi Vermicelli Noodles Enterprise Co., Ltd. (hereinafter referred to as Tai Yi), An Shun Noodles (hereinafter referred to as An Shun) and Jin Xing Noodles (hereinafter referred to as Jin Xing), four producers of handmade red vermicelli noodles, had violated Article 15 (1) of the Fair Trade Act by jointly increasing the price of handmade red vermicelli noodles. The practice could have affected the supply-demand function of the handmade red vermicelli noodle market in the northern region. In addition to ordering the said business to immediately cease the unlawful act, the FTC also imposed administrative fines of NT\$250,000 on Tai Yi, NT\$160,000 on An Shun, NT\$150,000 on Jin Xing and NT\$100,000 on Liang Hong Yi.

According to the production process, vermicelli noodles are divided into machine-made and handmade types. Their production costs, processes and yields, appearance and consistency, and quality are all different. For street stands that sell handmade vermicelli noodles to consumers, red vermicelli noodles can never be replaced by white vermicelli noodles or white noodles. Most suppliers of handmade red vermicelli noodles for the region north of Hsinchu are located in counties and cities in the north and they seldom sell to the central or southern regions. The four businesses involved in this case were all handmade red vermicelli noodle producers in the northern region. All of them were suppliers for grain shops and street stands and therefore horizontal competitors.


The FTC visited and interviewed grain shops in the northern region and was told that they had been informed by handmade vermicelli noodle suppliers that the price would go up in Sep. 2015 by NT\$3 per jin (600g) and that the price increase was due to a wage adjustment. The FTC checked related data but found no raw material price changes during that period, whereas none of the four suppliers was able to provide evidence of a wage adjustment. Subsequently, the FTC's investigation revealed that Tai Yi had first established with An Shun a mutual understanding regarding a price increase and later confirmed the price increase with An Shun by using Line. An Shun then contacted Jin Xing and informed retailers of the price increase to begin on Sep. 15, 2015. Jin Xing also got in touch with Liang Hong Yi and made the latter agree to participate in the price increase. Without a mutual understanding, a price increase by individual suppliers would lead to price competition or a loss of customers in the vermicelli noodle market. The NT\$3 increase was not a small margin and was an attractive enough incentive for each of the suppliers to engage in the concerted action. Obviously, Liang Hong Yi, Tai Yi, An Shun and Jin Xing had established a mutual understanding to raise the price of handmade red vermicelli noodles by NT\$3 per jin in Sep. 2015 before they actually implemented the decision. The joint price increase had an effect on competition in the handmade red vermicelli noodle market in the northern region in violation of Article 15 (1) of the Fair Trade Act. For this reason, the FTC imposed administrative fines of NT\$250,000 on Tai Yi, NT\$160,000 on An Shun, NT\$150,000 on Jin Xing and NT\$100,000 on Liang Hong Yi. 

Merger between Hon Hai Precision and Sharp Corporation Not Prohibited

The Fair Trade Commission decided at the 1,282nd Commissioners' Meeting on Jun. 1, 2016 to cite Article 13(1) of the Fair Trade Act and not prohibit the merger between Hon Hai Precision Industry Co., Ltd. (hereinafter referred to as Hong Hai Precision) and Sharp Corporation (hereinafter referred to as Sharp Corp.)

Hon Hai Precision and its wholly-owned subsidiary Foxconn (Far East) Limited intended to acquire 44.55% of the outstanding voting common shares of Sharp Corp.. The sales of the merging parties in the previous fiscal year all exceeded the merger filing threshold announced by the FTC. Therefore, the condition complied with Subparagraph 3 of Article 11 (1) of the Fair Trade Act and none of the exemption regulations in Article 12 of the same act applied. Therefore, a merger notification was filed with the FTC according to law.

After the merger, the total market share of electronics manufacturing services (hereinafter referred to as EMS) of Hon Hai Precision and Sharp Corp. in the global market would not be big. If assessed according to the secondary EMS markets, the market shares of the communications electronics,


information electronics and consumer electronics of the merging parties would be small. In addition, all major manufacturers had extended their operations in EMS markets. They could disperse the supply chain to strengthen their countervailing power. As for the vertical merger part, Hon Hai Precision purchased LCD panels and camera modules from Sharp Corp., as instructed by its clients, to manufacture or assemble products for its clients. An unstable vertical relationship existed between the two companies. However, Sharp Corp. did not have a large share in the markets of the aforementioned products. The FTC had solicited the opinion of the competent authority of the industry about this merger case. Hon Hai Precision and Sharp Corp. could complement each other in the areas of products, technologies and clients. They could also help enhance each other's abilities in R&D and innovation. The merger could be expected to push the development of related industrial chains in the country. After evaluation, the FTC concluded that the merger would not lead to any significant competition restraint and, therefore, citing Article 13 (1) of the Fair Trade Act, it did not prohibit the merger. 

Uber Taiwan Fined 1 Million for Violating the Fair Trade Act by Posting the Wording “Join the Hottest Sharing Platform and Drive Your Own Car According to Your Own Schedule to Make an Extra 10,000 Each Week” on driveuber.tw

The Fair Trade Commission decided at the 1,284th Commissioners' Meeting on Jun. 15, 2016 that by posting the wording “join the hottest sharing platform and drive your own car according your own schedule to make an extra NT\$10,000 each week” on driveuber.tw, Uber Taiwan had violated Paragraph 4 of Article 21 of the Fair Trade Act and Paragraph 1 of the same article was applicable mutatis mutandis. Therefore, the FTC imposed an administrative fine of NT\$1 million on the company for posting the wording, which was a false, untrue and misleading representation with regard to content of service and likely to affect transaction decisions.

The above-mentioned wording that Uber Taiwan posted on driveuber.tw gave the impression that drivers could take passengers legally through the Uber app platform and make an extra NT\$10,000 per week by driving their own cars according to their own schedules. However, according to the Ministry of Transportation and Communications, as set forth in Paragraph 2 of Article 77 of the Highway Act, private car owners accepting assignments from the Uber app platform would be subject to a fine of no less than NT\$50,000 but no more than NT\$150,000 as well as the impoundment of their license plates for two to six months. Meanwhile, in the 2015 Su-Zi Verdict No. 1022 of the Taipei High Administrative Court, it was also confirmed that drivers using Uber apps to get passengers were in violation of Paragraph 2 of Article 77 of the Highway Act. Therefore, people who were attracted by the driver recruitment advertisement

on driveuber.tw and joined the Uber app platform to get passengers would be in violation of the aforesaid regulation in the Highway Act.


Since the driver recruitment advertisement suggested that the passenger service could legally attract private car drivers, Uber Taiwan should have double-checked the content of service to avoid making false and untrue or misleading representations before posting the advertisement. Uber Taiwan posted advertisements to promote and market passenger service and matched passengers and drivers through the Uber app platform. Besides misleading unspecified parties into believing that providing such a service was legal, the transaction opportunities thus created had an impact on taxi operators and even deprived them of opportunities to solicit business. It was unfair competition. In other words, the above-mentioned wording posted on driveuber.tw misled people to believe that if they met the qualifications and joined the Uber platform, they could drive their own cars to provide passenger service legally. However, such wording was inconsistent with existing regulations and the difference obviously could result in wrong perceptions or decisions and create unfair competition. Therefore, the FTC concluded that the advertisement was a false, untrue and misleading representation with regard to content of service and likely to affect transaction decisions in violation of Paragraph 4 of Article 21 of the Fair Trade Act and Paragraph 1 of the same article was applicable mutatis mutandis. 

Hua Run Construction fined 1.5 Million for Posting False and Untrue Advertisements for the “Feng Jiao Xi” Housing Project in Yilan

The Fair Trade Commission decided at the 1,285th Commissioners’ Meeting that by marking the balconies, the vacant lot outside the ground floor, the space for the management committee office and the terrace on the rooftop as for a public bath, hot spring pool or swimming pool, a steam room and a sauna room, and foot-soaking pool, respectively, in an advertisement for the “Feng Jiao Xi” housing project, Hua Run Construction Co., Ltd. (hereinafter referred to as Hua Run Construction) had violated Article 21 (1) of the Fair Trade Act because the practice was a false, untrue and misleading representation with regard to content and use of product and likely to affect transaction decisions. Therefore, the FTC imposed an administrative fine of NT\$1.5 million on the company and also ordered it to immediately cease the unlawful act after receiving the disposition.

On the layouts and in the simulated images for each floor and the first-level rooftop displayed on the TV screens in the reception center for the “Feng Jiao Xi” housing project, it was indicated that there would be a public bath, hot spring pool or swimming pool, a steam room and a sauna room, and foot-soaking pool. Pictures of parts of a model home were also posted to show how the space could be utilized. The images and texts gave the impression that the balcony space would be for a public bath and the vacant lot outside the ground floor, the space for the management

committee office and the terrace on the rooftop would be used for a hot spring pool or swimming pool, a steam room and a sauna room, and a foot-soaking pool, respectively.

However, the above-mentioned areas were indicated in the building permit to be balcony space, a vacant lot outside the ground floor, the space for the management committee office and the rooftop terrace. Meanwhile, according to the Yilan County Government, as specified in Articles 39 and 87 of the Building Act, if the details of a housing project advertisement were inconsistent with the original engineering plan ratified, an application for the approval of design changes was required. Otherwise, it would be in violation of Article 73 of the Building Act. The advertisement misled consumers to believe that the said facilities were legal, yet it was inconsistent with reality and the difference was beyond what the general public could accept. It could generate wrong perceptions in consumers about the content and use of the housing project and lead them to make wrong decisions. Market competition and order would be jeopardized, competitors could thus lose the opportunity to get customers and unfair competition would be created. Therefore, the conduct was in violation of Article 21 (1) of the Fair Trade Act. 

Statistics on Cases with Sanctions Administered

The FTC launches investigations on activities suspected as being in violation of the Fair Trade Act or the Multi-level Marketing Supervision Act. Once violations are confirmed, the FTC sanctions the enterprises or individuals involved to maintain trading order and ensure fair competition. Statistics show that the FTC administered sanctions in 93 cases closed between Jan. and Aug. 2016 after receiving complaints and launching ex officio investigations. 30 of these cases were established after receiving complaints, and the remaining 63 cases were the results of the FTC's ex officio investigations (Fig. 1). 99 dispositions were issued (administrative fines imposed in 98 cases) and 157 businesses were sanctioned. After those investigations that were partially or entirely revoked are excluded, the fines totaled NT\$117.13 million.

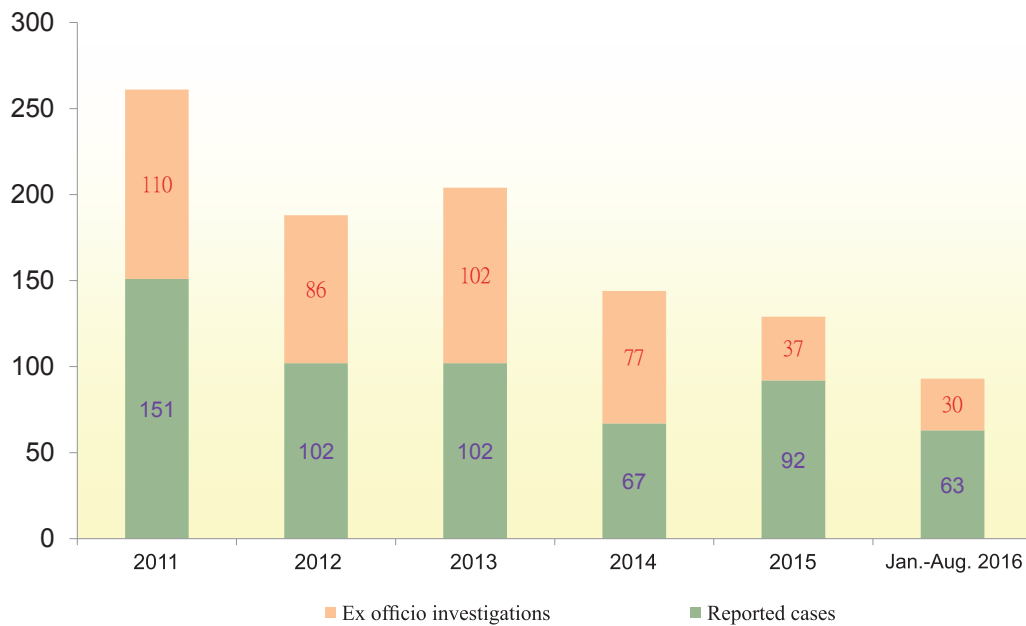


Fig. 1 Cases with Sanctions Administered - by Type

From 2011 to Aug. 2016 (hereinafter referred to as the five recent years), the FTC issued 1,082 dispositions on violations of fair trade regulations. According to the type of illegal conduct stated in the dispositions (cases involving multiple violations are calculated repeatedly), the 572 cases (52.9%) of false, untrue or misleading advertising formed the largest proportion, followed by 254 cases (23.5%) of illegal multi-level marketing, 132 cases of (12.2%) of deceptive or obviously unfair conduct and 54 cases (5.5%) of concerted action (Table 1).

Table 1 Cases with Dispositions Issued in the Five Recent Years- by Type of Conduct

Unit: Case

Year	No. of Dispositions Issued	Competition Restriction	Concerted Action	Unfair Competition	False, Untrue or Misleading Advertising	Deceptive or Obviously Unfair Conduct	Unit: Case	
							Illegal Multi-level Marketing	Others
Total (2011 to Aug. 2016)	1,082	132	54	690	572	132	254	12
2011	272	19	8	180	151	35	69	6
2012	203	28	18	129	110	20	46	2
2013	214	29	7	132	108	25	51	3
2014	150	27	6	95	74	26	28	1
2015	144	24	12	82	73	9	38	-
Jan. to Aug. 2016	99	5	3	72	56	17	22	-

Notes:

1. The number of cases with sanctions administered does not match the total number of violations because some cases involved two or more violations.
2. Illegal multi-level marketing practices include violations against the Multi-level Marketing Supervision Act.
3. "Others" refer to cases with consecutive sanctions imposed and those in which the offenders avoided, obstructed or refused investigation.

From Jan. to Aug. 2016, there were 98 cases in which administrative fines were sustained. The 85 cases (86.7%) in which fines of less than NT\$1 million were administered made up the largest proportion. In the five recent years, the fines administered in 1,003 cases were sustained. Among them, 886 cases (88.3%) in which fines of less than NT\$1 million were administered formed the biggest proportion, followed by 92 cases (9.2%) with fines of more than NT\$1 million but less than 10 million, 19 cases with fines of more than NT\$10 million but less than 100 million, and 6 cases with fines of more than NT\$100 million.

Table 2 Cases in Which the Fines Were Sustained in the Five Recent Years-by Fine Bracket

Unit: Case

Year	Total	Less than NT\$1 million	More than NT\$1 million but less than 10 million	More than NT\$10 million but less than 100 million	More than NT\$100 million
Total (2011 to Aug. 2016)	1,003	886	92	19	6
2011	239	206	28	5	-
2012	178	156	19	3	-
2013	201	188	11	2	-
2014	145	131	10	3	1
2015	142	120	12	5	5
Jan. to Aug. 2016	98	85	12	1	-

FTC Activities in July and August 2016

- ▲ On Jul. 11, the FTC conducted a presentation on the “Fair Trade Commission Disposal Directions (Guidelines) on Real Estate Advertising” for real estate businesses, representatives from advertising business associations, real estate developers, lawyers and accountants in Taipei City.
- ▲ On Jul. 15, the FTC conducted a workshop on the “Fair Trade Commission Disposal Directions (Policy Statement) on the Sales of Elementary and Junior High School Textbooks” in Changhua County.
- ▲ On Jul. 15, the FTC conducted the “2016 Lectures on the Fair Trade Act” in Taichung City.
- ▲ On Jul. 29, the FTC conducted a workshop on “Law Observance and Competition in the Baking Industry” in Taichung City.
- ▲ On Aug. 12, the FTC conducted a presentation on “Antitrust Regulations for the Financial Industry and Law Observance of Enterprises” in Taichung City.
- ▲ On Aug. 19, FTC Commissioner Chang Hunghao gave a special topic lecture entitled “An Assessment of the Economic Impact of Uber Operations on Taxi Management--an Empirical Analysis from Taiwan”.
- ▲ On Aug. 26, the FTC conducted a presentation on “Multi-level Marketing Regulations” in Changhua County.



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1. The FTC conducting a presentation on the “Fair Trade Commission Disposal Directions (Guidelines) on Real Estate Advertising” in Taipei City
2. The FTC conducting a workshop on the “Fair Trade Commission Disposal Directions (Policy Statement) on the Sales of Elementary and Junior High School Textbooks” in Changhua County
3. The FTC conducting the “2016 Lectures on the Fair Trade Act” in Taichung City
4. The FTC conducting a presentation on “Antitrust Regulations for the Financial Industry and Law Observance of Enterprises” in Taichung City



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5.The FTC Commissioner Chang Hunghao giving a lecture entitled “An Assessment of the Economic Impact of Uber Operations on Taxi Management--an Empirical Analysis from Taiwan”
 6.The FTC conducting a presentation on “Multi-level Marketing Regulations” in Changhua County

FTC International Exchanges in July and August 2016

- 🚩 On Jul. 6, 19, 26 and 27, the FTC respectively attended the teleconferences of the ICN Cartel Working Group, Merger Working Group, Unilateral Conduct Working Group and Cartel Working Group Subgroup 2.
- 🚩 On Jul. 14 and 15, the FTC attended the “Thematic Seminar on Trade and Competition Policy: Reviewing Practical Experience with Existing WTO Agreements” conducted in English in Geneva, Switzerland.
- 🚩 On Jul. 19, accompanied by Deputy Representative Wang Wanli (to the EU and Belgium), Director Ms. Isabelle Benoiel of the Registry and Resources Directorate, DG for Competition, European Commission called on the FTC.
- 🚩 From Aug. 1 to 4, Australian Competition and Consumer Commission official David Howarth conducted a course on multi-level marketing regulations and law enforcement in Australia for the staff of the FTC and also exchanged ideas with the staff members.
- 🚩 From Aug. 20 to 24, the FTC attended the “Seminar on International Experience Regarding the Role of Leniency Programs in the Repression of Anticompetitive Conducts” and the “Second Economic Committee Meeting” held by APEC in Lima, Peru.
- 🚩 On Aug. 26, Honorary Professor Mr. Lee Ki Jong of the Department of Law of Sookmyung Women’s University in Korea called on the FTC.
- 🚩 On Aug. 31, the FTC attended the teleconference of the ICN Cartel Working Group Subgroup 2.



1.The FTC representative in a photo with William E. Kovacic (second from right) of George Washington University in the US and Alberto Heimler (middle), Economics Professor of the Italian Government Academy when attending the “Thematic Seminar on Trade and Competition Policy: Reviewing Practical Experience with Existing WTO Agreements” conducted in English in Geneva, Switzerland

2.Director Ms. Isabelle Benoiel of the Registry and Resources Directorate, DG for Competition, European Commission calling on the FTC

3.Australian Competition and Consumer Commission official David Howarth conducting a course on multi-level marketing regulations and law enforcement in Australia for the staff of the FTC

4.Australian Competition and Consumer Commission official David Howarth exchanging ideas with the FTC staff members



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5.Honorary Professor Mr. Lee Ki Jong of the Department of Law of Sookmyung Women's University in Korea calling on the FTC

6.The FTC attending the "Second Economic Committee Meeting" held by APEC in Lima, Peru

7.The FTC attending the "Seminar on International Experience Regarding the Role of Leniency Programs in the Repression of Anticompetitive Conducts" held by APEC in Lima, Peru

Dear Readers,

In order to improve the quality of our Taiwan FTC Newsletter, we would like to request a few minutes of your time to fill in the questionnaire below. It would be appreciated if you could please directly fill in the questionnaire at the website (<http://www.ftc.gov.tw>). Thank you for your assistance and cooperation.

Regards
Fair Trade Commission

Taiwan FTC Newsletter Reader's Survey

■ Nationality : _____

■ Category of your organization

Government Private Corporation Embassy NGO Media Scholars

Other (please specify) _____

1. What do you think of the design of the Taiwan FTC Newsletter, including style and photos?

Very Good Good Average Bad Very Bad

2. Are the articles clear and understandable or difficult to understand?

Very Clear Clear Average Difficult Too Difficult

3. Are you satisfied with the contents of the Taiwan FTC Newsletter, including choice of subjects, length and thoroughness of articles?

Very satisfied Satisfied Average Dissatisfied Very Dissatisfied

4. Which section is your favorite one?

Selected Cases Regulation Report FTC Statistics FTC Activities

FTC International Exchanges

5. What more would you like to see in the Taiwan FTC Newsletter, e.g. different subjects? Do you have any other suggestions?

Your advice : _____

Taiwan FTC Newsletter

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