The Fair Trade Commission

Competition Policy Information and Research Center

【Newsletter】

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Summary of Content

◆ Special Topics

◎ FTC and OECD co-host the 8th "International Cooperation Program on Competition Policy" Seminar in Bali Island

The Fair Trade Commission (FTC) and the OECD co-hosted the 8th "International Cooperation Program on Competition Policy" Seminar in Bali Island, Indonesia, on September 11 and 12, 2006. The seminar discussed the topic "The Interface between Competition and Consumer Policies". Mr. Yu, Chao-Chuan, the Vice Chairman of FTC, co-hosted the seminar with two officials from OECD: Mr. Edward Whitehorn, Head of the OECD's "Competition Policy Capacity-Building" program, and Mr. Terry Winslow, the senior consultant of OECD. Delegates from 10 countries attended the two day seminar, including OECD members: Australia, Japan, Korea; the host country: Indonesia, in addition to delegates from Vietnam, Malaysia, The Philippines, Thailand, Russia, Mongolia.

Commenting on the seminar, Vice Chairman Yu said "This seminar is the latest in a series of joint projects with the OECD since 1999. It is part of FTC's contribution to the OECD and involvement with international society. These seminars are designed to promote policy dialogue, information exchange and enhance the capacity building on competition and law issues amongst Asian regional competition authorities."

Attendees to this seminar were drawn from policy-making and working level officials from either new or developing agencies or agencies that are drafting or evaluating the need for competition law to exchange views and share experiences on matters regarding the role of competition law and policy in developing countries.

"In addition to raising the enforcement of competition policies and laws in Asian regions", continued Vice Chairman Yu, Chao-Chuan, "such forums are a good opportunity to promote the cooperation and friendship between regional competition authorities."

Vice Chairman Yu, Chao-Chuan further pointed out that "The Interface between Competition and Consumer Policies" topic has also been scheduled for discussion at the October 2007 OECD Global Forum on Competition, and is thus a very relevant topic at this time.

In addition, Vice Chairman Yu said that the seminar is further evidence of the respect that FTC's activities receive throughout the world. In February 2006, the OECD Global Forum on Competition invited the FTC to participate in a peer review in order to assess the agency after 14 years of enforcing the Fair Trade Law. Chairman Hwang, Tzong-Leh led a working team to be examined and to answer all questions from all OECD members. The OECD members all highly applauded for FTC's enforcement experiences of competition law.

◆ News Section

◎ FTC Enacts "FTC Guidelines on Real Estate Advertisements"

The FTC enacted the "FTC Guidelines on Real Estate Advertisements" (hereinafter called "the Guidelines") based on a resolution of the 767th Commissioners' Meeting passed on July 20, 2006. The related promulgation matters were handled by the FTC in accordance with legal procedures. The said enactment was also published in the Executive Bulletin and posted on the FTC's web site. In addition, the following items were subject to revocation:

The FTC's handling of the guidelines has to do with whether construction investment businesses violate the Fair Trade Law by altering parking space sizes, locations, facilities or by adding parking spaces in real estate advertisement and making the design inconsistent with the construction plans (or completed plans) approved by the competent construction authority. Also included are corrections of representations or symbols in which builders use usable area as building areas in pre-sold house advertisements, and business warnings issued to real estate agencies that improperly use the terms pertaining to "buyers" or the "quantity of buyers." The FTC will immediately plan on relevant propagation for the public. In the light of the constantly changing marketing techniques and socioeconomic trends, as well as the greater danger and illegal profits caused by improper real estate advertisements or marketing techniques to competition and the public interest, the enactment of these Guidelines will serve as guidance for the relevant businesses to comply with the law and reduce trading disputes. In this way, trading order and consumer's interests will be truly protected.

The real estate advertisement referred to in these Guidelines is the advertisement employed by enterprises for the sale of land, land fixtures or houses (pre-sold or finished) and other transferable rights or by intermediaries or agents for real estate sales, exchange or leasing businesses. In these Guidelines, possible types of real estate advertisement that could violate the Fair Trade Law are specifically listed, such as false or misleading representations or symbols or comparative advertisements or other deceptive or conspicuously unfair conduct sufficient to affect trading order. As for untrue advertisements, the Guidelines combine the three revoked guidelines referenced above along with the fourteen violations involving real estate advertisements that are stipulated in the Principles for Handling Cases Governed by Article 21 of the Fair Trade Law. Moreover, the four types of violations (involving construction investment businesses' award winning status and promotions and house agencies' settlement records and number of branches) of cases handled by the FTC from 2002 to 2005 are also included in these Guidelines. The nature of these Guidelines is to list several common and possible violations involving real estate advertisements. Therefore, the process of each case shall still be handled according to the actual facts.

◎ Selected FTC Decisions

□ No disposition was made by FTC in case of the Freeway Electronic Toll Collection System was complained for engaging in bundled sales and monopolistic activities, thus violating the Fair Trade Law.

During its 764th Commissioners' Meeting on June 29, 2006, the FTC determined that, based on existing evidence, it was difficult to determine whether parties involved in the implementation of the Freeway Electronic Toll Collection System (FETCS) engaged in bundled sales and monopolistic activities, thus violating the Fair Trade Law.

The Consumer Protection Commission under the Executive Yuan (Cabinet) sent relevant news clippings on alleged bundle selling and monopolistic activities by parties involved in the implementation of the FETCS to the FTC. In addition, members of the general public also sent e-mails to the FTC questioning the rationale behind the collection of an NT$7 processing fee for the stored-value e-card distributed for use by the FETCS. In addition, only Far Eastern International Bank and Taishin International Bank were allowed to distribute the card, which involved a joint monopoly and violated the Fair Trade Law.

In relation to the alleged bundle selling by the parties involved in the FETCS, investigation showed that the aforementioned parties did not force consumers to apply for the co-branded e-card or for them, by using the e-card, to be able to avail themselves of the on-board unit (OBU). Consumers could, based on their personal needs, choose to buy the OBU and not apply for an e-card. Therefore, it was difficult to determine whether the parties operating the aforementioned system were engaged in improper bundle selling.

In connection with the alleged monopolistic activities of the FETCS parties, further investigation showed that the current usage ratio of the FETCS remained limited. In addition, the price of the OBUs sold by Far Eastern Electronic Toll Collection Co., Ltd., which installed and operated the electronic collection system, as well as other costs to be incurred by road users, had been reviewed and approved by the competent authority. The freeway electronic toll collection service and other ancillary businesses of the company were also regulated by the Freeway Electronic Collection System Deployment and Operation Contract and relevant laws. In addition, during the public selection of the partner bank, the selection process included briefings and negotiations before a priority partner bank was determined. It did not show improper special treatment. Moreover, the company signed independent cooperative agreements with Far Eastern International Bank and Taishin International Bank. It launched a program for special rates in the distribution of the co-branded e-card, in response to requests by the competent authority and to fulfill the objectives of preferential measures on electronic collection rates as stipulated in the agreements. This did not constitute a limiting of competition as stipulated in the Fair Trade Law. Therefore, it was difficult to determine whether parties involved in the aforementioned system abused their market position.

☐ **Taiyen Biotech Co., Ltd. violates Article 22 of the Fair Trade Law by making or disseminating false statements that were able to damage the business reputation of another.**

Taiyen Biotech Co., Ltd. (hereinafter called “Taiyen”), for the purpose of competition, hosted a press conference in which it made or disseminated false statements that were able to damage the business reputation of another. During its 765th Commissioners’ Meeting on July 6, 2006, the FTC determined that the action violated Article 22 of the Fair Trade Law. In addition to ordering Taiyen to stop the aforementioned unlawful act, the FTC also imposed a fine of NT$780,000.

For the purpose of competition, Taiyen hosted a “Feel Safe in Using Salt” press conference on May 14, 2004. During the press conference, in addition to displaying Taiyen and other competing products, the company also displayed a “quality comparison table of commercially available salt products” that was advantageous to Taiyen. Taiyen also distributed press releases and expressed its views during the press conference, using the media to disseminate false statements about the advantages of its own product, belittling other competing products and alluding that their competitors had failed the sanitation standard for table salt, had substituted table salt with industrial salt that could harm the body, and had copied the Taiyen product.

Investigation showed that, according to the Food Sanitation and Management Law, table salt needed to conform to the sanitation standard for table salt, and that food additives needed to conform to the scope of application and restrictions for food additives set by the Department of Health. Furthermore, imported table salt also needed to conform to the aforementioned regulations and could only be imported when it was tested and found to conform to the relevant regulations on food sanitation by the Bureau of Standards, Metrology and Inspection under the MOEA, which had been commissioned by the Department of Health. The competing product pointed out by Taiyen was table salt tested and imported in accordance with the aforementioned government regulations. The matter claimed by Taiyen during the press conference did not exist. During the same period, the Department of Health purchased at random the table salt of the competitor in question in the market for testing, but did not find any breach of the sanitation standard for table salt. Investigation also showed that Taiyen had not obtained a court ruling on the competitor infringing its trademark or an evaluation report by an agency of public trust, nor had it properly exercised its rights to the trademark. Therefore, its use of its subjective knowledge to accuse other businesses of forging its product packaging during the press conference had already damaged the business reputation of the competitor through false statements.

To sum up, Taiyen hosted a press conference to disseminate information and by relying on its own test results, displayed the competing product for journalists to take pictures. Taiyen used the media to publicize the information. The review found that its conduct was sufficient to damage the business reputation of the specific competitor, and that Taiyen had violated Article 22 of the Fair Trade Law.

☐ **Sunny Bank violates Article 24 of the Fair Trade Law by engaging in deceptive or obviously unfair conduct that was able to affect trading order.**

Sunny Bank, when entering into contracts with housing loan borrowers, did not provide the two types of housing loan programs (“may-settle-debt-anytime” and “restricted-debt-settlement-period”) for the borrower to freely compare and choose from. During its 766th Commissioners’ Meeting on July 13, 2006, the FTC determined that Sunny Bank took advantage of its dominant position and its obviously unfair conduct was sufficient to affect trading order, which violated Article 24 of the Fair Trade Law. The FTC thus imposed a fine of NT$400,000.

Financial enterprises rely on their economically dominant position and take advantage of borrowers, who, in wanting to show determination in fulfilling their debt obligations, are forced to accept terms such as a high penalty for breach of contract in premature debt settlement and extremely long restrictive amortization periods. In not providing a “may-settle-debt-anytime” loan program as an option for borrowers, financial enterprises restrict housing loan borrowers to agreements such as a lock-out period (a period wherein early debt settlement is restricted), which means that they are unable to avail themselves of new and lower loan rates. Thus it has been difficult for low-interest-rate capital to replace the high-interest-rate capital in old housing loans. The conduct of Sunny Bank could have obstructed market capital allocation efficiency and have impaired the interest rate pricing competition of the housing loan market. Furthermore, it was at risk of being obviously unfair conduct that was sufficient to affect trading order and violate Article 24 of the Fair Trade Law.

The case started when consumers filed complaints against Sunny Bank stating that during the contract signing, the bank did not provide information on the two loan conditions (“may settle debt anytime” and “restricted debt settlement period”) to its customers. During investigation, Sunny Bank claimed that the “may-settle-debt-anytime” and “restricted-debt-settlement-period” programs it offered in 2004 and 2005 were based on annual interest rates on housing loans with a

threshold of approximately three percent, such that the borrower could opt for the "may-settle-debt-anytime" program with approximately a three percent annual interest rate and above or the "restricted-debt-settlement-period" program with approximately a three percent annual interest rate and below. The information on housing loan borrowers from July to December 2004, which Sunny Bank provided to the FTC, however, was not consistent with the contents of the aforementioned two loan programs that have annual interest rates with a threshold of approximately three percent as claimed by the bank. Sunny Bank also claimed that the "may-settle-debt-anytime" and "restricted-debt-settlement-period" loan rates and others were explicitly indicated in the agreement signed by the borrower. Because the bank was unable to submit concrete evidence that it had provided the calculation of the interest rates of the two loan programs and loan conditions during the agreement signing, it was difficult to determine that Sunny Bank actually provided the aforementioned two loan programs for the borrower to freely choose from. Hence, the bank violated Article 24 of the Fair Trade Law.

After taking into account the motive, objective, degree of damage to trading order, duration of the action, scale of business, business operations, type and number of previous violations, interval of violations, conduct after the violation, cooperation during the investigation, and other factors, the FTC, in accordance with Article 41 of the Fair Trade Law, imposed the aforementioned fine.

☐ **Four enterprises violates Article 21, paragraph, 1 of the Fair Trade Law with false advertisements.**

Eastern Home Shopping Network (hereinafter called "EHSN") and Genuine C&C Inc. (hereinafter called "Genuine") broadcasted product advertisements of the "Genuine 'hot' TV-computer system" and "Genuine large-storage-capacity multimedia computer" on Eastern shopping channels 3 and 5, claiming that the "DDR433 is the fastest in the industry." On the other hand, Eastern Shopping Department (hereinafter called "ESD") and Genuine broadcasted product advertisements of the "Genuine computer system with a 19" LCD" on the two Eastern shopping channels claiming that the "DDR433 256MB is the fastest in the DDR RAM industry." In addition, Eastern Shopping and J.P. Computer Ltd. (hereinafter called "JPC") broadcasted a product advertisement of the "Xander computer set with a 16:10 display" on the TV shopping channel, claiming a "30 percent improvement in CPU performance with the latest Intel C 2.0 nanometer process chip."

During its 767th Commissioners' Meeting on July 20, 2006, the FTC determined that the four aforementioned enterprises violated Article 21, paragraph 1, of the Fair Trade Law because of false advertisements. In addition to ordering the above enterprises to immediately stop the unlawful acts, the FTC imposed fines of NT$1.85 million on EHSN and NT$2.42 million on Genuine for the first advertisement, NT$1.71 million on ESD and NT$1.56 million on Genuine for the second advertisement, and NT$1.71 million on Eastern Shopping and NT$170,000 on JPC. The total fines imposed were NT$9.42 million.

In relation to the two cases where EHSN and Genuine aired product advertisements of the "Genuine 'hot' TV-computer system" and "Genuine large-storage-capacity multimedia computer" on Eastern shopping channels 3 and 5 claiming that the "DDR433 is the fastest in the industry" and where ESD and Genuine broadcasted product advertisements on the "Genuine computer system with a 19" LCD" on the two Eastern shopping channels claiming that the "DDR433 256MB is the fastest in the DDR RAM industry," FTC investigation showed that, according to the understanding of the general public, the advertisement's claim that the "DDR433 is the fastest in the industry" meant that the "DDR433 is found to be the fastest processing

product after comparison with other products of the same category in the RAM industry," which translated to the "DDR433 is currently the fastest in the RAM industry." Investigation showed that during the broadcasting of the particular advertisement, higher-class RAM products such as DDR466, DDR500, and DDR600 were already available in the market. This was sufficient proof that the claim that the "DDR433 is the fastest in the industry" was false. Furthermore, the "DDR433 is the fastest in the industry" advertisement of the aforementioned enterprises claimed that the DDR433 was different from the DDR400 installed in regular brand computers of "similar specification" sold on the Eastern, Viva, and Fubon TV shopping channels. The claim was made with reference to the specifications of other computer brands published in the *Eastern Shopping Product Guide*, and to specifications of other computers with a similar price of less than NT$29,990. However, investigation showed that the "DDR433 is the fastest in the industry" claim did not explain that "the DDR433 is the fastest among those installed in brand computers." Furthermore, the product "has the highest specification among RAM's installed in brand computers," but was not actually the fastest in terms of the speed of the computer system or RAM. Because the specifications of spare parts of brand computers differ, it is impossible to compare RAM speeds on a similar basis. Moreover, due to the restrictions imposed by the installed chipset, the DDR433 in the advertised products could only function as a DDR400. Therefore, a higher specification does not mean faster speed. Using only the rated speed of the RAM as a basis for claiming to be "the fastest in the industry" apparently was not a credible explanation; it was even more difficult to consider it an appeal frequently used in the industry. These findings were sufficient to prove that the explanation of the meaning of the advertisements by the aforementioned enterprises was really unacceptable, and it was sufficient to determine that the advertisements violated Article 21, paragraph 1, of the Fair Trade Law.

In relation to the case where JPC broadcasted a product advertisement about the "Xander computer set with a 16:10 display" on a TV shopping channel claiming a "30 percent improvement in the CPU function with the latest Intel C 2.0 nanometer process chip." The FTC's investigation showed that an Intel C 2.4 was installed in the computer in the advertisement of Eastern Shopping and JPC, and that the CPU was really the "latest" in the market. Nevertheless, because the manufacturer changed the CPU at the last minute to the C2.0, which was not the "latest" at that time, the CPU was not the latest 90 nm process chip at that time, and the enterprises also admitted to negligence, the advertisement claiming that a "30 percent improvement in the CPU function with the latest Intel C 2.0 nanometer process chip" was false. It was sufficient to determine that the advertisement of the enterprises violated Article 21, paragraph 1, of the Fair Trade Law.

After taking into account the motive, degree of damage, details of violation, scale of business, conduct after the violation, cooperation during the investigation, and other factors, the FTC, in accordance with Article 41 of the Fair Trade Law, imposed the aforementioned fines.

□ Pao Tian Real Estate Brokerage violates Article 24 of the Fair Trade Law by engaging in deceptive conduct that was able to affect trading order.

During the course of transaction, Pao Tian Real Estate Brokerage (hereinafter called "Pao Tian") withheld information that one buyer had already signed the "mediation fee receipt" and had paid NT$300,000 as a mediation fee. During its 768th Commissioners' Meeting on July 27, 2006, the FTC determined that such action was a deceptive conduct sufficient to affect trading order, and thus violated Article 24 of the Fair Trade Law. The FTC imposed a fine of NT$500,000 and ordered the company to immediately stop the unlawful action.

Before entering into a "real estate sale brokerage contract" with the complainant on Nov. 29, 2004, Pao Tian had known that the consignment price of the two lots in Yiho Block Tachia Township was NT$18.6 million. On Dec. 9, 2004, the buyer, Mr. Tang, expressed willingness to buy the lots at NT$85,000 per *ping* (or a total price of approximately NT$24 million). Mr. Tang signed the "mediation fee receipt" with Pao Tian, paid the mediation fee of NT$300,000, and asked Pao Tian to negotiate the price with the seller (complainant) on his behalf. At this point, Pao Tian possessed information on the prices offered by the buyer and seller, and that the price offered by Mr. Tang was NT$5.40 million higher than the consignment price of the complainant. Pao Tian apparently was not as honest a broker as it should have been to mediate and coordinate with the seller and buyer and close the transaction. On the contrary, Pao Tian signed another "real estate sale brokerage contract" with the complainant on Jan. 2, 2005, which included three lots (including the former two lots) with a total selling price of NT$27.6 million. If the complainant had known that Mr. Tang had offered a price NT$5.4 million higher than the consignment price, the complainant would not have signed the second "real estate sale brokerage contract," which included three lots and a total price of NT$27.6 million, with Pao Tian. The third lot was only valued at NT$3.6 million, approximately NT$7.7 million lower than the original consignment price of NT$11.3 million, which was inconsistent with common trading practice.

Although Pao Tian claimed that it had already informed the complainant about Mr. Tang's signing of the "mediation fee receipt," investigation showed that the complainant knew about Mr. Tang's signing of the "mediation fee receipt" several months after the signing of the "real estate sales contract." The complainant had actually taken the initiative to obtain the information from Mr. Tang, and Pao Tian never provided the aforementioned information. The price of the lot Mr. Tang bought was near the offering price in the receipt. Therefore, it was apparent that Pao Tian held back important trading information about Mr. Tang's offer and his signing of the "mediation fee receipt" from the seller.

In summary, Pao Tian, in brokering the transaction, used its dominant position in information enjoyed by its business and, with deception, withheld information on Mr. Tang's signing of the "mediation fee receipt" and the payment of NT$300,000 as a mediation fee from the complainant. This violated professional regulations that required real estate brokers to be, foremost, transparent with information and to observe honesty in service. Pao Tian's conduct was ethically reprehensible in business, and a deceptive one that was sufficient to affect trading order. It 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 fine in accordance with Article 41 of the Fair Trade Law.

☐ No disposition was made by FTC in case of Tequila Development Co., Ltd. was complained by copying the outward appearance of another's product

Societe Jas Hennessy & Co. (hereinafter called "SJH") filed a complaint against Tequila Development Co., Ltd. (hereinafter called "TDC") for selling Delpech Cognac XO, which involved an extreme degree of plagiarism by copying the outward appearance of another's product. During its 768th Commissioners' Meeting on August 17, 2006, the FTC determined that

it was difficult to determine if there was a violation of the Fair Trade Law based on existing evidence.

The case started when SJH wrote to the FTC claiming that the company had launched three cognac brandies under the all-new Prestige Range series on April 17, 2001, among them being the Hennessy Paradise Extra (hereinafter called "Paradise cognac"). New design patent applications for the Paradise cognac bottle were filed in France and our country on April 23, 2001 and Oct. 12, 2001, respectively. SJH purchased one 700-ounce bottle of imported Delpech Cognac XO (hereinafter called "Delpech") locally from TDC. When compared with the outward appearance of Paradise cognac, the features of the two bottles were obviously the same. SJH alleged that TDC engaged in extreme plagiarism of the outward appearance of the Paradise cognac and violated Article 24 of the Fair Trade Law.

Investigation showed that SJH applied for a new design patent for its Paradise cognac bottle in our country on Oct. 12, 2001. The new design sample was referred to as "bottle" with patent no. 00565167. On Dec. 30, 2004, somebody reported and applied for revocation of the new design patent with the Intellectual Property Office under the MOEA. In the Intellectual Property Office's decision on patent revocation Chih Chuan San (1) 03019 Tzu no. 09520005500 dated Jan. 3, 2006, it was decided that the report was valid and that the new design patent should be revoked. SJH then filed an appeal against the aforementioned decision to revoke the patent. The case, currently under litigation in administrative proceedings, remains pending. Therefore, whether SJH owns the new design patent of the Paradise cognac bottle and whether there was infringement are issues within the scope of relevant intellectual property right laws, and they do not involve the Fair Trade Law.

In addition, the design of the protrusions on each side of the Delpech and Paradise cognac bottles are not entirely the same. The thicknesses of the bottoms are different, and so are the shapes of the bottle cap, colors, letters, and figures. Moreover, the printed words, font type, font size, and figures of the trademark and brandname in front of the bottles are obviously different. Therefore, on looking at the outward appearances of the two bottles, their effects would not mislead trading counterparts into believing that the two came from the same source, product series, or related enterprises. In addition, TDC had spared no efforts to differentiate its Delpech bottle from SJH's Paradise cognac bottle. Hence, it was difficult to determine that TDC had engaged in extreme plagiarism by copying with "completely identical" or "extreme likeness," thereby violating Article 24 of the Fair Trade Law.

◆ FTC Activities

◎ On July 3 and 4, the FTC organized a competition camp on the exercise of intellectual property rights and the Fair Trade Law at the personnel training center of the Bank of Taiwan.

◎ On July 17 and 21, the FTC organized the first and second orientation seminars to explain the guidelines on handling merger filings.

◎ On July 27, the FTC held commencement exercises for the class of the 39th Fair Trade Law training seminar.

◎ On July 28, the FTC organized a seminar at the International Convention Center of the National Taiwan University Hospital in Taipei to explain the relationship between the Fair Trade Law and the sale of alcoholic products.

◎ On August 1, the FTC organized a seminar at the International Convention Center of the National Taiwan University Hospital to explain the multi-level sales laws and case analyses

to administrative personnel and representatives of multi-level sales enterprises in northern Taiwan.

◎ On August 4, the FTC organized a seminar at the Plaza International Hotel in Taichung City to explain the relationship between the Fair Trade Law and the sale of alcoholic products.

◎ On August 4 and 8, the FTC organized seminars in Taichung and Kaohsiung cities to explain the multi-level sales laws and case analyses to administrative personnel and representatives of multi-level sales enterprises.

◎ On August 4, the FTC organized a seminar in Kaohsiung City to explain the FTC regulations governing concerted action.

◎ On August 11, the FTC organized a seminar at the Howard Hotel in Kaohsiung City to explain the relationship between the Fair Trade Law and the sale of alcoholic products.

◎ On August 15, the FTC organized a seminar in Hualien to explain the FTC regulations governing concerted action.

◎ On August 21 and 22, the FTC organized a seminar to discuss fair trade cases and related handling procedures.

◎ On August 25, the FTC organized a seminar in Taipei City to explain the FTC regulations governing the sale of resort membership cards.

◎ On August 28 and 29, the FTC organized a forum to discuss a survey conducted on the local transportation industry.

◎ On August 29, the FTC organized a seminar at the Howard Hotel in Kaohsiung City to explain the FTC regulations governing the construction development industry.

◎ On August 31, the FTC organized a forum for the medical services industry to discuss the relevant issues of competition.

◆ International Exchanges

◎ As part of the 2006 Taiwan-Australian Staff-Exchange Program of the Competent Authority, Australian representative Mr. Shane Denzil Dallas started working for four months at the FTC from July 17. Section Chief Ms. Chen Ei-Chen received the exchange training in Australia's ACCC during the same period.

◎ From August 8 to 10, FTC representatives attended the 2006 APEC Training Course on Competition Policy for APEC Member Economies in Bangkok, Thailand.