

N/501444

Form G

Commonwealth of Australia

Trade Practices Act 1974 - Subsection 93(1)

FILE No:
DOC:
MARS/PRISM:

**EXCLUSIVE DEALING: NOTIFICATION**

To the Australian Competition & Consumer Commission:

Notice is hereby given in accordance with subsection 93(1) of the *Trade Practices Act 1974*, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47(2), (3), (4), (5), (6) or (7), or paragraph 47(8)(a), (b) or (c) or 9(a), (b), (c) or (d) of that Act in which the person giving notice engages or proposes to engage.

1. (a) Name of person giving notice:

Rugby World Cup Limited

(b) Short description of business carried on by that person:

Rugby World Cup Limited owns all of the commercial rights in the Rugby World Cup tournaments, including the 2003 IRB Rugby World Cup ('RWC 2003').

(c) Address in Australia for service of documents on that person:

c/- Mr Andrew Greenwood  
Minter Ellison  
Lawyers  
Waterfront Place  
1 Eagle Street  
BRISBANE QLD 4000

2. (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

- the opportunity and licence to provide hospitality services in connection with RWC 2003; and
- products and catering for use in the provision of hospitality services in connection with RWC 2003.

(b) Description of the conduct or proposed conduct:

Supplying the opportunity and granting a licence to provide hospitality services in connection with RWC 2003 on the condition that:

- the products of official sponsors and partners of or official suppliers to and official licensees in relation to RWC 2003 approved by RWCL in particular product categories be used and/or promoted exclusively by the appointed hospitality services provider and caterers which it engages in providing the relevant services; and

- the appointed hospitality services provider utilise such caterers as RWCL may direct in relation to the provision of relevant services within the environs of stadia at which RWC 2003 matches will be held.

Giving effect to each of the obligations referred to above.

3. (a) Class or classes of persons to which the conduct relates:
- the appointed hospitality services provider and caterers which it engages in providing the relevant services;
  - the guarantor which guarantees to RWCL the due performance by the appointed hospitality services provider of its relevant obligations; and
  - official sponsors and partners of or official suppliers to and official licensees in relation to RWC 2003 nominated by RWCL from time to time.
- (b) Number of those persons:
- (i) At the present time:  
Five.
- (ii) Estimated within the next year:  
Up to Eight.
- (c) Where the number of persons stated in item 3(b)(i) is less than 50, their names and addresses:
- Rugby World Cup Limited  
c/- First Floor  
Huguenot House  
35-38 St Stephens Green  
DUBLIN  
REPUBLIC OF IRELAND
- Rugby Hospitality 2003 Limited  
161-169 Uxbridge Road  
Ealing  
LONDON W13 9AU  
ENGLAND  
UNITED KINGDOM
- Sodexho Holdings Limited  
Kenley House  
Kenley Lane  
Kenley  
SURREY  
ENGLAND  
UNITED KINGDOM

The Coca-Cola Company  
1 Coca-Cola Plaza  
CCP 10-69  
ATLANTA  
GEORGIA 30301  
UNITED STATES OF AMERICA

Heineken Brouwerijen  
Weteringschans 165  
1017 XD AMSTERDAM  
THE NETHERLANDS

Visa International  
PO Box 8999  
SAN FRANCISCO  
CALIFORNIA CA94128-8999  
UNITED STATES OF AMERICA

- 4. Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice:

Andrew Greenwood, Partner, Minter Ellison, Lawyers, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000.

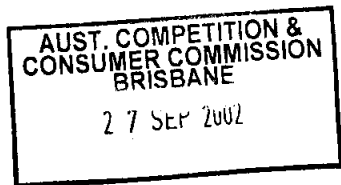
DATED 27 September, 2002

SIGNED by/on behalf of the applicant

A. Greenwood  
(Signature)

ANDREW PETER GREENWOOD  
(Full Name)

PARTNER, MINTER ELLISON  
(Description)



### DIRECTIONS

1. If there is insufficient space on this form for the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the person giving the notice.
2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1(a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
3. In item 1(b), describe that part of the business of the person giving the notice in the course of which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in subsection 47(2), (3), (4), (5), (6), (7), (8) or (9) of the *Trade Practices Act 1974* have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. In item 3(a), describe the nature of the business carried on by the persons referred to in that item.
6. In item 3(b)(ii), state an estimate of the highest number of persons with whom the person giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.

### NOTICE

If this notification is in respect of conduct of a kind referred to in subsection 47(6) or (7) or paragraph 47(8)(c) or (9)(d) of the *Trade Practices Act 1974* ('the Act'), it comes into force at the end of the period prescribed for the purposes of subsection 93(7A) of the Act ('the prescribed period') unless the Commission gives a notice under subsection 93A(2) of the Act within the prescribed period, or this notification is withdrawn.

The prescribed period is 21 days (if this notification is given on or before 30 June 1996) or 14 days (if this notification is given after 30 June 1996), starting on the day when this notification is given.

If the Commission gives a notice under subsection 93A(2) of the Act within the prescribed period, this notification will not come into force unless the Commission, after completing the procedures in section 93A of the Act, decides not to give a notice under subsection 93(3A) of the Act. The notification comes into force when that decision is made.

If this notification is in respect of conduct of a kind referred to in subsection 47(2), (3), (4) or (5), or paragraph 47(8)(a) or (b) or (9)(a), (b) or (c), of the Act, it comes into force when it is given.

**SUBMISSION BY RUGBY WORLD CUP LIMITED IN SUPPORT OF NOTIFICATION  
TO AUSTRALIAN CONSUMER & COMPETITION COMMISSION PURSUANT TO  
SECTION 93(1), *TRADE PRACTICES ACT 1974***

**1. BACKGROUND**

- 1.1 The International Rugby Board (IRB) is the governing body of the sport of rugby union worldwide. An association of 94 member unions (national rugby federations) representing countries from every continent, the IRB is charged with the responsibility of nurturing, developing, promoting, regulating and governing the game worldwide, in the best interests of the sport and the public as a whole. In particular, it is responsible for increasing interest and participation in the sport at all levels worldwide and capitalising on that interest to raise funds for reinvestment into the sport. For the reasons set forth below, the IRB has had most success in pursuing such objectives through the sanctioning of the Rugby World Cup.
- 1.2 The IRB has established the International Rugby Board Trust (IRB Trust) to receive the surplus funds generated by the Rugby World Cup competitions, for distribution throughout the game. Each IRB member union, including the Australian Rugby Union, is entitled to apply to the IRB Trust for funds to finance specific rugby projects within that member's territory.
- 1.3 Rugby World Cup Limited (RWCL) is incorporated in the Isle of Man and resident in the Republic of Ireland. RWCL is wholly owned by the International Rugby Board through the IRB Trust.
- 1.4 RWCL owns all of the commercial and other rights in the Rugby World Cup tournaments. RWCL exercises the commercial rights through contracts with commercial partners sourced by its appointed commercial broker, International Management Group (IMG). Those contracts include the agreement providing for the hospitality arrangements that are the subject of this notification.
- 1.5 The first Rugby World Cup was held in 1987 and was contested by 16 teams, participating by invitation from the IRB. Subsequently, Rugby World Cup tournaments (specifically the final rounds contested by teams which had progressed through the respective qualifying programmes) have been held on a quadrennial basis in various countries. In 2003, the final rounds of the fifth Rugby World Cup (RWC 2003) are to be held in Australia during the months of October and November and will consist of 48 matches taking place at 12 different venues in 10 cities (in all Australian States and Territories except the Northern Territory).
- 1.6 The Rugby World Cup is now the world's third most popular and largest sporting event behind the Olympic Games and FIFA World Cup (soccer).
- 1.7 RWCL has decided to appoint a single entity, Rugby Hospitality 2003 Limited (RH'03), as sole licensee to manage and control the delivery of hospitality services (particularly corporate hospitality services) at each RWC 2003 match where demand exists, whatever part of the country is staging the match.
- 1.8 RWCL wishes to supply the opportunity and grant a licence to RH'03 to provide hospitality services on the condition that:
- (a) the products of official sponsors and partners of or official suppliers to and official licensees in relation to RWC 2003 approved by RWCL in particular

product categories will be used and/or promoted exclusively by the appointed hospitality services provider and caterers which it engages in providing the relevant services; and

- (b) the appointed hospitality services provider will utilise such caterers as RWCL may direct in relation to the provision of relevant services within the environs of stadia at which RWC 2003 matches will be held.

1.9 Sodexo Holdings Limited is a party to the arrangements referred to in the preceding two paragraphs in so far as it guarantees to RWCL the due performance by RH'03 of RH'03's relevant obligations.

## 2. ANALYSIS OF THE CONDUCT

2.1 It is important to recognise that the sport of rugby union has some historical peculiarities which make it necessary, for present purposes, to differentiate it from other team sports. The significant appeal of rugby union has principally been to players and spectators alike in the eight IRB 'Foundation Unions' (England, Wales, Scotland, France, Ireland, South Africa, Australia and New Zealand). Elsewhere, rugby is less prominent.

2.2 Rugby union did not have its first World Cup until 1987 and RWC 2003 will be only the fifth Rugby World Cup. The idea of a quadrennial international championship was developed to try to leverage the popularity of the sport in the eight Foundation Unions into an event that would:

- (a) provide a showcase for the sport, an opportunity to give an audience of millions a taste of the excitement that the sport generates and the contribution it receives from many different nations and cultures around the world, thereby generating increased public interest in and support for the game;
- (b) unify the sport and encourage the development of a broader competitive playing base, in the long-term interests of the sport as a whole, by giving emerging unions the chance to compete against the Foundation Unions in an effort to determine the 'world champion', in line with other major sports; and
- (c) generate revenues to be reinvested in the game at all levels, ages and abilities, from the grass roots up, to create a solid foundation for sustained future growth of the sport.

2.3 Even today, when (largely as a result of the Rugby World Cup) the popularity of the sport has spread so that there are now 94 IRB member unions, rugby union at almost all levels remains an amateur game. It is only at the very highest levels that professionalism has been introduced over the last few years (since 1995). In all but perhaps eight of the 94 IRB member unions, the sport at all levels remains on a different footing. Indeed, even in the countries where professionalism has recently been introduced, the sport does not generate significant profits, below national representative level, to be reinvested in the sport. The result is that, to all intents and purposes, in most of the world and at most levels, there is no alternative source of funding for the development of the sport, **other than** the showcase international tournament that is the Rugby World Cup.

2.4 The Rugby World Cup is not run for commercial profit. It is effectively the **only** source of funds for the development and nurturing of the sport at all levels, from the grass roots up, worldwide.

- 2.5 The funds to be used for development of the sport are derived from the commercial exploitation of the organisers' rights in the tournament, including in relation to the grant of official status as a corporate hospitality provider. All surplus funds derived from these sources are invested in the sport and its administration for the benefit of the many participants and spectators alike.
- 2.6 As set forth in detail below, the corporate hospitality arrangements have also been carefully structured to ensure that demand in the relevant market is supplied with a reliable, quality product that protects the consumer and the Rugby World Cup brand.
- 2.7 The rights in the Rugby World Cup, including corporate hospitality rights, are valuable because national representative teams from all around the world wish to compete in the event and the public wishes to support it. The teams want to compete in the event and the public wants to support it, in part at least, because it is not a commercial enterprise undertaken by private concerns in pursuit of profit. On the contrary, the Rugby World Cup is an event organised by the official governing bodies of the sport as a showcase event designed to promote and develop the sport by:
- (a) increasing its profile and popularity with the public;
  - (b) unifying the sport and broadening its competitive playing base;
  - (c) rewarding grass roots supporters of their game for their loyalty; and
  - (d) generating revenues to be reinvested in the game at all levels and among all age and ability groups worldwide.
- 2.8 In these circumstances, the relevant arrangements operate in the public interest in two clear ways:
- (a) First, the arrangements for hospitality packages result in a fair and transparent system, both for the public and for those commercial operators that wish to participate in the event. They ensure that the event does attract the interest of spectators and public in Australia and throughout the world and thereby promote the sport.
  - (b) Secondly, to the extent that there is a demand for the event that outstrips supply of tickets, thereby creating a commercial opportunity, the arrangements are necessary to realise that value for reinvestment in the sport. If the organisers of RWC 2003 were prevented from entering into these arrangements, they would be precluded from realising the value created by the demand for the event and would be precluded from redistributing such value in the interests of the sport.
- 2.9 The corporate hospitality market involves the provision of a ticket to an event packaged with food, beverage and/or entertainment before, during and/or after the event. The consumers of corporate hospitality packages are generally large corporations that wish to entertain their clients and prospective clients at the event. Those consumers are expected to be primarily Australian.
- 2.10 In drawing up the arrangements for corporate hospitality at RWC 2003, RWCL had in mind the following factors:
- (a) It wishes to generate funds for the sport, to be distributed *via* the IRB Trust, from the demand for tickets for inclusion in corporate hospitality packages, by selling a quantity of such tickets at a premium. That premium would go to

fund the development of the game. The more tickets so allocated, the greater the funds that would be generated for development.

- (b) RWCL wishes to ensure that companies buying hospitality packages will be guaranteed hospitality services and tickets on the match day. RWCL also wishes to ensure that the hospitality provided along with the tickets is of the highest quality. It is important that the companies buying packages are satisfied with what they receive. This is not just in the interests of those companies and their guests, but is also central to the maintenance of the reputation and value of, and goodwill in, the Rugby World Cup brand, the relevant Australian venues, the relevant organising bodies and the sport in general. RWCL is particularly sensitive to this latter objective in light of:
- (i) the disastrous events at the 1991 Rugby World Cup, staged in the UK and France, when the official corporate hospitality provider, Keith Prowse Hospitality Limited (Keith Prowse), went into liquidation shortly before the event. On that occasion, in order to protect Rugby World Cup's reputation and the fans that had paid for tickets, the organisers of the Rugby World Cup were forced to supply tickets worth approximately £500,000 to Keith Prowse's customers, without receiving any payment in return. That money (which represented a significant proportion of the tournament revenue) was therefore not available for reinvestment in the game.
  - (ii) the mistakes made in the corporate hospitality arrangements for the 1998 FIFA World Cup in France, when the organisers of corporate hospitality appointed a number of unreliable agents to sell hospitality packages. Those agents then oversold their allocation of match tickets and unscrupulous black market operators also promised packages that they could not deliver. This led to a spate of market failures by entities such as Pall Mall Limited, with an estimated cost to the public in the United Kingdom alone of a reported £12 million and untold damage to the event's goodwill.
- (c) RWCL wishes to ensure that the companies buying official corporate hospitality will have as much choice as possible as to the price of hospitality packages and the service provided in the delivery of those packages.

- 2.11 As noted above, RWC 2003 encompasses 48 matches played at twelve different venues in 10 cities scattered throughout Australia. The delivery of hospitality services, such as marquees, decoration, food, beverage, entertainment, *etc*, at those venues is a massive logistical exercise.
- 2.12 RWCL was never intended to operate and manage a hospitality operation on the scale necessary to service demand with respect to RWC 2003. It simply does not have the necessary resources and infrastructure. Instead, the operation is contracted out externally.
- 2.13 Furthermore, those same limited capabilities mean that RWCL cannot liaise with and police several companies in this sector as well as in all the other sectors involved in the event.



- 2.14 Accordingly (as noted above), RWCL decided to seek to appoint one entity to manage and control the delivery of hospitality services at each RWC 2003 match where demand exists.
- 2.15 Apart from this logistical reason, the appointment of one entity at this level is necessary to secure the following benefits:
- (a) The appointment of a single entity at this level allows for the effective imposition of safeguards to protect the public and the organisers of the Rugby World Cup against possible corporate failure (such as that which happened in 1991). A single entity can be made responsible for ensuring that all revenue attributable to the organisers of the event is paid into trust accounts, whoever actually sells the hospitality package. As noted above, RWCL itself would simply not be able to police the market itself. A single appointment makes it more likely that these funds will be safe to protect the public, as well as the Rugby World Cup brand.
  - (b) In addition, it means that a single entity is liable to account to the organisers for a premium on all tickets sold as part of corporate hospitality packages, regardless of who actually sells the complete package. This is an essential commercial safeguard for the organisers.
  - (c) The appointment of a single entity also allows RWCL to negotiate an increased return, partly guaranteed, that would not otherwise be possible. This return obviously increases the funds to be distributed, *via* the IRB Trust mechanism, to member unions for investment in the game worldwide.
  - (d) It also allows for a 'one-stop-shop'. If a purchaser wishes to buy hospitality packages that track a particular team's progress through the tournament to different venues, it can go to one place to make its purchase and would not have to go to a different seller for each stadium.
- 2.16 The single corporate hospitality service provider, RH'03, was appointed following an open tender process that was initiated by IMG. Because the appointment was made after this competitive selection process, the IRB can be confident that the appointed provider will be best able to offer quality and security of service.
- 2.17 All parties involved in the tender process were made aware, both in documentation inviting bids and detailed discussions between RWCL (and IMG) and the bidding parties, that provision may be made in the ultimate contract for arrangements in the nature of those which are the subject of this submission.
- 2.18 The relevant corporate hospitality arrangements contemplate that RH'03 will appoint sales agents in Australia. All such sales agents are to be appointed by RH'03 in accordance with applicable competition laws in Australia and RH'03 is to ensure that free competition exists between sales agents so as to give consumers a choice of hospitality packages.
- 2.19 The corporate hospitality market involves the provision of entertainment and food and beverages before, during and/or after an event, as well as a ticket to the event. The consumers of corporate hospitality are, in the main, large companies that wish to entertain their clients and prospective clients in as impressive a manner as possible and have fixed annual budgets with which to do so. Neither the corporate hospitality provider nor the corporate consumer generally cares what the event is, so long as it is sufficiently prestigious. The event need not be a sporting event; it could be cultural. It could be the theatre, opera or ballet. It could be a music concert, an award show, an art or other

exhibition or a cinema première. The list is as long as the list of entertainment events that are popular.

- 2.20 The provider can add the extra services to **any** major event. The corporate consumer is concerned that its clients be well entertained at **any** major event. The provider regards access to tickets to any such event as substitutable and the consumer regards the provision of packages including any such tickets as substitutable. The only major constraint is the corporate consumer's budget for client entertainment. If the premium that a provider had to pay for access to tickets to a particular event were raised too high, then the provider would turn its attention to other events. Equally, if the cost to the consumer were raised too high, it too would choose a different event.
- 2.21 The relevant arrangements are proportionate and justified and improve the provision of corporate hospitality to consumers while ensuring that the resulting benefit goes to the public and that competition is not eliminated for the following reasons:
- (a) The appointment of RH'03 as official hospitality services provider releases value, **all** of which is to be returned to the sport in order to foster and develop it at grass roots level. If the arrangements were not as they are, it would not be possible to agree a minimum return for the tickets allocated to corporate hospitality at anywhere near the level attained, with the result that the funds destined solely for the development of the sport would be seriously depleted. If the arrangements were not as they are, the commercial risk would not have been taken from the organisers onto the shoulders of RH'03, allowing the organisers to reduce prices elsewhere. The aim of Rugby World Cup in general and these arrangements in particular is to put the benefits into the hands of the public.
  - (b) The appointment of RH'03 provides a clear line of communication and control and ensures quality and security of service in the interests of consumers. The members of RH'03 are expert in the field and tried and tested and have been selected on that basis.
  - (c) The appointment of RH'03 is a vertical arrangement by which the organisers of Rugby World Cup substitute the official provider for themselves so as to provide a better and more secure service to consumers and to relieve the organisers of an administrative burden they could not bear. The following observations are pertinent:
    - (i) The organisers of Rugby World Cup have effectively substituted RH'03 for themselves for the purposes of the supply of corporate hospitality.
    - (ii) The arrangements are an administrative necessity. RWCL does not have the administrative capacity or expertise to perform the role of corporate hospitality provider itself, nor to police the provision of corporate hospitality services by any companies meeting the objectives and transparent criteria referred to above. RWCL would be unable in this context to ensure security and quality of service, in the interests of consumers and in the interest of maintaining the reputation of Rugby World Cup.
    - (iii) If these arrangements were not adopted, there would be no official provision of corporate hospitality, with the result that value would not

be released for development of the sport and consumers would be deprived of a service for which there is a demand. The only corporate hospitality would be unofficial. The result would be that, as happened in France '98, quality and dependability would be uncertain, without any corresponding decrease in price. Furthermore, all the additional funds raised on the back of the goodwill of the Rugby World Cup would go to private companies and not to the IRB Trust for reinvestment in the sport.

- 2.22 These arrangements are fundamental to RWCL generating the revenue necessary to achieve its objectives. Extraction of maximum value from the Rugby World Cup is dependent on sponsorship, which reduces the costs of staging the event as well playing an integral part in promotion of the event. The ability of RWCL to attract the support of lucrative sponsors in connection with the event - and thereby to generate sponsorship revenue - is primarily attributable to the exclusivity offered to sponsors in their respective product categories. It simply would not be possible to secure such revenue without these exclusive arrangements.
- 2.23 Accordingly, the benefits of exclusivity of product placement are preserved by ensuring that the official hospitality services provider, RH'03 (in effect appointed as substitute for the organisers of the event) and the caterers which it engages in providing the relevant services are required to source the official sponsors' products. Such arrangements are common for major events like Rugby World Cup.
- 2.24 The consideration and other commercial terms pertaining to the appointment of caterers for Rugby World Cup are similarly dependant on their rights of exclusivity.
- 2.25 A further benefit of the vertical restraints is that RWCL can be confident that products and services which the official hospitality services provider is bound to acquire are of the requisite quality, value and reliability so as to benefit and protect the consumer and the Rugby World Cup brand.
- 2.26 Where no official sponsor exists in relation to products required for the provision of hospitality services, RH'03 will be free to source such products from any supplier. Accordingly, although up to 30 licensees (not just official sponsors and suppliers) may be appointed by RWCL in relation to RWC 2003, only some of these will form a relationship with RH'03 and/or its caterers as a consequence of the relevance of the categories into which their products fall. RH'03's obligation to use certain products will occur only with respect to these official sponsors and suppliers, who are likely to be less than seven in number.
- 2.27 Furthermore, the obligation (to use the products of official sponsors and suppliers) will be somewhat benign in its operation as RH'03 and/or its caterers will not be required to source relevant products from official sponsors if those products are offered to the provider and/or its caterers at prices less favourable to the prices available from its/their ordinary third party suppliers of such products (in the case of relevant non-alcoholic beverages, the prices normally offered in similar circumstances by The Coca-Cola Company). This will allow pricing to represent value to the provider and its caterers and ultimately consumers of the relevant hospitality services.
- 2.28 Where relevant hospitality services are to be provided within the environs of stadia at which RWC 2003 matches will be held, RH'03 will be required to utilise the services of the official caterer appointed for that venue. However, if relevant hospitality services are to be provided off-site (ie outside of the match venue), RH'03 will have freedom in

its sourcing of catering services. Accordingly, it is possible that RH'03 will contract with one or more caterers in relation to any one venue and/or different caterers at each venue.

- 2.29 Products or catering which cannot be used or promoted in the provision of official corporate hospitality in connection with RWC 2003 may be used or promoted in the provision of corporate hospitality or catering in connection with a myriad of other major events.
- 2.30 The public benefits of staging major international events such as the Rugby World Cup and the Olympic Games in Australia are well known and include economic benefits flowing from the provision of goods and services necessary for the running of the event itself, together with event-related tourism and development. RWC 2003 is expected to attract 40,000 overseas visitors to Australia and generate \$800 million in economic benefit. Furthermore, the event and related activities will offer significant promotional opportunities for Australian businesses, with a worldwide audience.
- 2.31 These benefits and the importance of arrangements allowing sponsors to supply their products on an exclusive basis to third parties were recognised by the New South Wales Parliament when it legislated to amend the *Sydney Organising Committee for the Olympic Games Act 1993* in 1996. The relevant amendment inserted section 70 into the Act, which specifically exempted certain agreements relating to the 2000 Sydney Olympic Games, including those granting sponsorship and licensing rights, from the third line forcing and notification requirements of the *Trade Practices Act*. The exemption operated in respect of the agreements in their entirety, which provided for arrangements similar to those the subject of present consideration or perhaps even less benign in their terms.

### 3. RELEVANT MARKETS

3.1 The relevant markets in the present case are:

- (a) the market for the supply and acquisition of corporate hospitality services;
- (b) the market for the supply and acquisition of products (including food and beverage) for use in the provision of corporate hospitality services; and
- (c) the market for the supply and acquisition of catering for use in the provision of corporate hospitality services.

3.2 Supplying the opportunity and granting a licence to provide hospitality services on the foregoing conditions would not substantially lessen competition in these or any other markets.

### 4. CONCLUSION

- 4.1 To the extent that the Rugby World Cup creates a high-profile sporting property or 'brand' that increases the value of the sport and realises that value for reinvestment in the game worldwide (including in Australia), in order to develop and sustain a broad competitive balance that will be a platform for further development of the sport, it directly serves the public interest.
- 4.2 Such public interest clearly outweighs any public detriment.