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PO Box R126
Royal Exchange, NSW 1223, Australia
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Fax: 61 2 9225 1595
DX: 218 SYDNEY
www.bakernet.com

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22 February 2006

Our Ref: 370149-v1\AMA\SCZ

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Mr Scott Gregson
General Manager
Adjudication
Australian Competition and Consumer Commission
PO Box 1199
DICKSON ACT 2602

Dear Mr Gregson,

Exclusive Dealing Notification - MasterCard Asia/Pacific (Australia) Pty Ltd

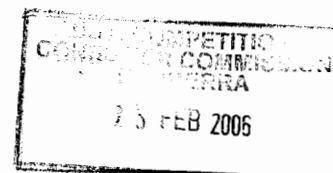
We act for MasterCard Asia/Pacific (Australia) Pty Ltd.

We enclose an exclusive dealing notification by MasterCard Asia/Pacific (Australia) Pty Ltd pursuant to section 93(1) of the *Trade Practices Act 1974*. This notification is lodged in respect of conduct which may constitute exclusive dealing under sections 47(6) and 47(7) of the Act. This notification is given in the prescribed form and should not be taken as an admission that the conduct would contravene the statutory prohibition.

Pursuant to section 95(2) of the Act, we request that items 3(b)(i) and 3(b)(ii) of the enclosed notification be excluded from the public register as the information contained in those items is commercially sensitive confidential information.

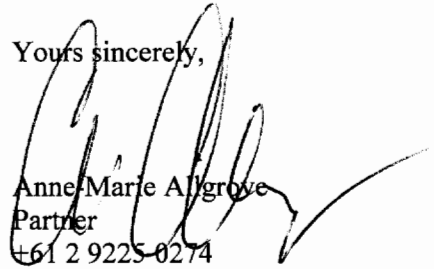
We also enclose a cheque made payable to the Commission in the sum of \$100, being the prescribed lodgment fee.

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- Porto Alegre
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- Santiago
- Sao Paulo
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- Valencia
- Washington, DC



Please do not hesitate to contact me should you require any further information or if you have any queries about the notification.

Yours sincerely,



Anne Marie Allgrove
Partner
+61 2 9225 0274
anne-marie.allgrove@bakernet.com

Encl

FORM G

Commonwealth of Australia

Trade Practices Act 1974 - Sub-section 93(1)

EXCLUSIVE DEALING

NOTIFICATION

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with sub-section 93(1) of the *Trade Practices Act 1974*, of particulars of conduct or of proposed conduct of a kind referred to in sub-sections 47(6) and (7) of that Act in which the person giving notice engages or proposes to engage.

1. (a) **Name of person giving notice:**

*MasterCard Asia/Pacific (Australia) Pty Ltd (ABN 95 108 603 345)
("MasterCard")*

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

MasterCard operates a global payment system.

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

*Baker & McKenzie
Solicitors & Attorneys
AMP Centre
50 Bridge Street
Sydney NSW 2000
Australia*

*Telephone: (02) 9225-0274
Facsimile: (02) 9225-1595
Attention: Anne-Marie Allgrove*

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

Offer to supply a prize, as part of a trade promotion, of flights, accommodation and other ancillary benefits in relation to persons who have acquired a MasterCard credit card from the Commonwealth Bank of Australia ("CBA") (see attached Conditions of Entry).

(b) **Description of the conduct or proposed conduct**

MasterCard proposes to run a trade promotion with the offer to supply benefits and privileges to a consumer on the condition that

the consumer has acquired a MasterCard credit card from the CBA (see attached Conditions of Entry).

The conduct will be of benefit to the public as it will:

- *improve the quality of the service offered by MasterCard to its customers; and*
- *promote competition in the relevant markets by exerting pressure on competitors to offer similar and other value added services.*

The conduct will not lessen competition in the markets for the relevant products and services or result in any conceivable detriment to the public because:

- *it will promote competition in the relevant markets by exerting pressure on competitors, to offer similar and other value added services;*
- *competition in the credit card and consumer banking markets is vigorous and there are many competitors;*
- *consumers may acquire the relevant products and services from a range of other suppliers; and*
- *consumers will be provided with a further incentive to purchase a CBA MasterCard, thus increasing competition in the markets for credit card and consumer banking services.*

The applicant submits that the likely public benefits from the conduct outlined above will outweigh any possible public detriment.

3. (a) **Class or classes of persons to which the conduct relates:**

Persons who are or may become CBA MasterCard cardholders.

(b) **Number of those persons:**

(i) **At present time:**

EXCLUDED FROM
PUBLIC REGISTER

(ii) **Estimated within the next year:**

EXCLUDED FROM
PUBLIC REGISTER

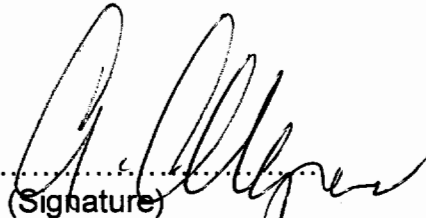
(c) **Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:**

Not applicable

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

*Anne-Marie Allgrove
Partner
Baker & McKenzie
AMP Centre
50 Bridge Street
Sydney NSW 1223
Australia*

Dated: 22 February 2006
Signed by/on behalf of the applicant


.....
(Signature)

Anne-Marie Allgrove
Partner, Baker & McKenzie

MasterCard
Commonwealth Bank of Australia Football Fever Promotion
AUSTRALIA
Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the MasterCard Commonwealth Bank of Australia ("CBA") Football Fever Promotion ("Promotion") form part of the Conditions of Entry. By participating in the Promotion, each participant fully and unconditionally agrees and acknowledges that these Conditions of Entry and the decision of the Promoter on all matters relating to the Promotion are final and binding. Participants must be individual CBA MasterCard cardholders who are eligible to participate in the Promotion as set out at condition 4. Employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Promotion (as determined by the Promoter) and their immediate family members are ineligible to participate.
2. The Promoter is MasterCard Asia/Pacific (Australia) Pty Ltd (ABN 95 108 603 345) , Level 10, 146 Arthur Street, North Sydney, 2060, Australia.
3. The Promotional Period for this Promotion commences Wednesday 1st March 2006 at 00.01 (Local Time in NSW) and concludes on Wednesday 31st May 2006 at 23:59 (Local Time in NSW).
4. Entry into the Promotion is open to CBA MasterCard cardholders who satisfy the following eligibility requirements ("Cardholders" or "eligible MasterCard cardholder"):
 - a) Who are residents of Australia who at the time of the Promotion hold a valid CBA MasterCard (being a standard, gold, platinum or co-brand MasterCard card, commercial cards excluded) issued in Australia and who are the persons liable to make payments under the relevant CBA MasterCard account (i.e. primary cardholder), and any additional (i.e. supplementary) cardholders who are residents of Australia and over the age of 18 years;
 - b) Who make a valid purchase using their CBA MasterCard card in accordance with these Conditions of Entry; and
 - c) Who are available to travel on the dates nominated by the Promoter in condition 8.
5. To enter the prize draw, an eligible MasterCard cardholder must make a valid purchase as defined in condition 10 of any value using their CBA MasterCard credit card during the Promotional Period. An eligible MasterCard cardholder will automatically receive one entry in the draw for the prize under the Promotion for each purchase made.
6. Prizes will be awarded to the eligible MasterCard cardholder of the CBA MasterCard account used to make the winning entry. Any Cardholder whose account is more than 30 days in arrears (this means the minimum payment due on the MasterCard account is more than 30 days overdue) as at the time of the relevant draw or at any time within 5 working days after that draw is ineligible to enter the Promotion and is not eligible for any prize ("Prize Exclusion Provision").
7. There is one (1) major prize to be won for this Promotion. The prize consists of:
 - 2 Business Class flights to Berlin (from the Winner's nearest Australian capital city) including transfers to and from Berlin airport and the hotel;

- Five nights hotel accommodation including buffet breakfast;
- 1 full day guided tour including lunch; 1 half day guided tour;
- 'Welcome to 2006 FIFA World Cup' drinks reception;
- Cocktails and dinner on 6th July for Pele's appearance;
- Two tickets to the FIFA World Cup Final in Berlin on 9 July 2006;
- Roundtrip match transfers; and
- Match hospitality, 500 Euros spending money to be credited to the winner's CBA MasterCard account and a MasterCard souvenir pack.

The prize is valued at up to \$31,264

8. The major prize must be redeemed on the nominated travel dates, departing on 4th July 2006 and returning on 11th July 2006.
9. The prize is not redeemable for cash and does not include additional spending money, meals or accommodation (except to the extent that such spending money, meals or accommodation are included as part of the prize packages listed in condition 7). The prize will be drawn at 17.00 (local time in NSW) on Monday 5th June 2006 at Legion Interactive ABN 75 058 774 593, Level 8, 155 George St, NSW 2000, and will be awarded in a form to be determined by the Promoter.
10. In these Conditions of Entry, the word "valid purchase" refers to transactions which are:
 - a) Conducted either overseas or in Australia and charged to the CBA MasterCard account in Australia or overseas;
 - b) debited (posted) to the CBA MasterCard account during the Promotional Period;
 - c) not reversed or cancelled within 7 days of being posted to the CBA MasterCard account; and
 - d) not processed by CBA for a transaction involving a cash advance or purchase of a cash substitute e.g. gaming chips, or an ATM transaction.
11. Once CBA has confirmed that the Prize Exclusion Provision in condition 6 does not apply to the prize winner, CBA will notify the prize winner by telephone and mail. With the consent of the prize winner, CBA will provide the prize winner's name and address to the Promoter so that the Promoter can contact the prize winner about claiming the prize. Once claimed, the prize winner's name will be displayed on www.mastercard.com.au and will be available in writing upon written request to MasterCard Asia/Pacific (Australia) Pty Ltd, Level 10, 146 Arthur Street, North Sydney NSW 2060 Australia. The winner of the prize drawn in this Promotion will have their details published in the public notices section of *The Australian* on Thursday 8th June 2006.
12. Should the major prize remain unclaimed by a winner who resides in ACT, NSW, VIC, TAS, WA, NT or QLD by 17:00 (AEST) Friday 9th June 2006, an unclaimed prize draw will take place at 17:15 on Friday 9th June 2006 at Legion Interactive, Level 8, 155 George Street, Sydney, NSW 2000, subject to state regulation. A winner in the unclaimed prize draw will be awarded the major prize at the absolute discretion of the Promoter. The winner's name will be published in *The Australian* on Wednesday 14th June 2006.
13. If the initial major prize winner is drawn and has been contacted by the Promoter prior to 5pm (AEDT) on Friday 9th June 2006 and is not able to travel on the nominated dates as specified in condition 8, he or she will completely forfeit the

major prize and an unclaimed prize draw will take place at 17:15 on Friday 9th June 2006 at Legion Interactive, Level 8, 155 George Street, Sydney, NSW 2000 subject to state regulation. The winner's name will be published in *The Australian* on Wednesday 14th June 2006.

14. Should the major prize remain unclaimed by a winner from SA, an unclaimed prize draw will take place at 14:00 on Tuesday 19th September 2006 at Legion Interactive, Level 8, 155 George Street, Sydney, NSW 2000, subject to state regulation. The winner will be notified by mail and his or her details will be published in the public notices section of *The Australian* newspaper on 25th September 2006. The major prize winner in the unclaimed prize draw will be awarded a substitute prize of the same value at the absolute discretion of the Promoter.
15. The prize is not transferable. The prize winner shall accept the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any variation in the value of the prize.
16. All valid claims for a prize and entitlements will be met unless they involve fraud or ineligibility.
17. Except for warranties and conditions implied by law which cannot be excluded, the Promoter makes no representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these Conditions of Entry. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. In this event, the Promoter's liability is limited to, as its option: (i) the replacement of the prize or the supply of an equivalent prize; or (ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.
18. The Promoter, CBA and their members, financial institutions, associated agencies and companies and their respective directors, officers, employees and agents, shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection to the participant's participation in the Promotion or the receipt or use of any part of the prize or suffered during the course of the prize winning travel, except for any liability which cannot be excluded by law.
19. The judges' decision is final and no correspondence will be entertained.
20. To the extent permitted by law, the Promoter, CBA and their members, financial institutions, associated agencies and companies and their respective directors, officers, employees and agents shall not be responsible in any way whatsoever in respect of the following: (1) any amount spent on or charged to a participant's account in the course of entering the Promotion or for correctness of the details on the purchases and transactions made, (2) technical failures of any kind including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications, line failure or the malfunctioning failure or unavailability of any computer, server, cable, line, network, hardware, software, internet service or web site; (3) unauthorised human intervention in any part of the entry process of the Promotion, including but not limited to theft, destruction or unauthorised access to, or alteration of the Promotion; (4) electronic or human error which may occur in the administration of the Promotion or the processing of entries; (5) any injury or damage or loss whatsoever (including indirect or consequential loss) to persons or property, including but not limited to a participant's computer, hardware or software, which may be caused directly or indirectly, in whole or in part, from participation in the

Promotion or receipt, redemption or use of any prize; (6) any entry that is late, lost, stolen, damaged or misdirected or otherwise not received; and (7) any negligence.

21. The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Promotion if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects the Promoter's ability to conduct the Promotion as contemplated in these Conditions of Entry, subject to state regulation. In such event, the Promoter reserves the right to award the prize at random from among the eligible entries received up to the time of the cancellation or modification. The Promoter also reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Conditions of Entry or in an unsportsmanlike, non-genuine or disruptive manner. Any attempt by any person to deliberately cause damage or undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person, to the fullest extent permitted by law, in addition to disqualifying such person.
22. The Promoter will use its best endeavours to provide the prizes listed. If any of the prizes are unavailable for whatever reason, the Promoter reserves the right to substitute that prize or item for a prize or item of an equivalent value.
23. The Promoter's failure to enforce any term of these Conditions of Entry shall not constitute a waiver of that or any other provision by the Promoter.
24. By acceptance or receipt of a Promotional prize, a prize-winner agrees to hold harmless the Promoter, CBA, their financial institutions, their members, their related companies and agencies, and each of their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by the Promoter, its financial institutions, its members, its associated companies and agencies and their respective directors, officers, employees and agents in connection with such prize-winner's participation in the Promotion or receipt, redemption or use of the prize.
25. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings or the use thereof. It is the responsibility of each entrant to seek independent advice on the possible implications this may have on their own financial situation.
26. Except where prohibited by law, acceptance or receipt of a Promotional prize constitutes the prize winner's consent to the Promoter's use of the prize winner's name, likeness, opinions and address for: (1) any future promotional, marketing and publicity purposes in any media worldwide, without further payment or consideration or notice; or (2) any disclosure of such information by the Promoter required by law, and it is a condition of entry that in order to claim the prize, the prize winner must agree to execute any necessary consents and releases to effect the foregoing.

Information collected pursuant to the Promotion from entrants is subject to the privacy policies of the Promoter, in accordance with the applicable laws in Australia and can be found at www.mastercard.com.au.

27. Participants may access and correct their personal information held by MasterCard by contacting:

(a) MasterCard Asia/Pacific (Australia) Pty Ltd
Level 10, 146 Arthur St
North Sydney NSW 2060
Australia

28. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.mastercard.com.au

29. A copy of these Conditions of Entry and prize details can be obtained by visiting www.mastercard.com.au.

30. If all or any part of any term or condition contained in these Conditions of Entry shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Conditions of Entry and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.

31. These Conditions of Entry shall be governed by the laws of the respective state or territory of Australia where the entrant resides and each entrant agrees to submit to the non-exclusive jurisdiction of such courts of the relevant state or territory of Australia.

32. Authorised under NSW Permit No: TPL06/xxxx, VIC Permit No: 06/xxxx, ACT Permit No: TP06/xxxx, SA Permit No: T06/xxxx, NT Permit No: NT06/xxxx.