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Our ref LXW:KPH::220383
Your ref



LAWYERS

13 March 2006

The General Manager
Adjudication Branch
Australian Competition and Consumer Commission
PO Box 1199
DICKSON ACT 2602

MARS/PRISM:
DOC:
FILE NO:

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Sydney NSW 2000
Australia

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Dear Sir

NOTIFICATION OF EXCLUSIVE DEALING UNDER SUB-SECTION 93(1) OF THE TRADE PRACTICES ACT 1974 (CTH)

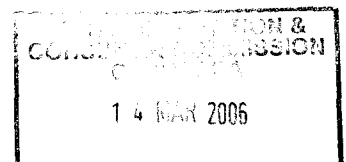
We enclose a third line forcing notification lodged on behalf of Wizard Home Loans Pty Limited (ACN 073 819 002) (**Wizard**) and a brief submission in support of the notification.

We understand that a lodgement fee of \$100 applies to this notification and enclose a cheque for this amount.

Please let us know if you need any additional information.

Yours faithfully
Gilbert + Tobin

Kim Hilton
Lawyer
T +61 2 9263 4116
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Form G Exclusive dealing: notification
(regulation 9)

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 subsection 47(6) and (7) of that Act in which the person giving notice engaged or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice

Wizard Home Loans Pty Limited (ACN 073 819 002) (**Wizard**).

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

Wizard is a non-bank lender offering a range of consumer finance products including home loans.

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

Luke Woodward
Partner
Gilbert + Tobin Lawyers
2 Park Street, Sydney NSW 2001
Fax: (02) 9263 4111

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

The proposed arrangement relates to Wizard home loans.

(b) Description of conduct or proposed conduct

Please refer to Attachment 'A'.

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

Members of the public who are Collingwood Football Club members and who wish to take out, or to consider taking out, a Wizard home loan.

(b) Number of those persons:

(i) At the present time:

Less than 17,000

Attachment 'A'

Description of the conduct or proposed conduct

The proposed conduct is designed as a Wizard marketing initiative to promote Wizard home loans in connection with Wizard's five-year sponsorship of Collingwood Football Club, which commenced in June 2005. In connection with this sponsorship, Wizard proposes to:

- (a) offer benefits potentially including allowances, credits, rebates, or discounts in relation to the supply of home loans by Wizard (**Benefits**) on the condition that the person receiving the Benefits is a member of Collingwood Football Club; and
- (b) to refuse to give Benefits in relation to the supply of home loans by Wizard to a person for the reason that the person is not a member of Collingwood Football Club.

Currently, it is proposed to offer Collingwood Football Club members who take out a Wizard home loan over \$150,000 (excluding Wizard's Rate Breaker loan) between April and July 2006 a Benefit consisting of free Foxtel digital installation and 6 months of free Foxtel Platinum, subject also to the relevant Foxtel terms and conditions. A copy of the advertisement proposed to be placed in Collingwood's Black and White magazine regarding this Benefit is attached.

Other proposed Benefits to be offered to Collingwood Football Club members in relation to the supply of Wizard home loans may include entry into a draw to win prizes, exclusive Collingwood merchandise or memorabilia items and payment of Collingwood Football Club membership costs.

SUBMISSION IN SUPPORT OF THIRD LINE FORCING NOTIFICATION

For the reasons set out below, Wizard submits that the impact of the notified proposed third line forcing conduct is not such that, under the principle set out in section 93(3A)(b) of the *Trade Practices Act 1974* (Cth) (**Act**), the likely benefit to the public will be outweighed by the likely detriment to the public.

Public benefit of proposed conduct outweighs public detriment

The Benefits to be offered by Wizard are designed to appeal to persons who are already Collingwood Football Club members. Wizard expects that these Benefits will be of limited appeal to non-members. There is of course also no obligation upon Wizard home loan customers to take up the Collingwood Football Club offers.

Further the market in which non-bank home loans are supplied is a highly competitive one. There are numerous competitive suppliers, and customers can freely choose from whom they will acquire their home loan. Wizard anticipates that its conduct will have a pro-competitive effect on this market by stimulating demand for Wizard's home loans and making Wizard more competitive with other lenders (in particular to Collingwood Football Club members) and by encouraging other lenders to offer competing consumer benefits.

Wizard accordingly submits that the proposed conduct will provide a tangible benefit, and no detriment, to its customers and to the public.

(ii) Estimated within the next year:

Less than 17,000

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

Not applicable.

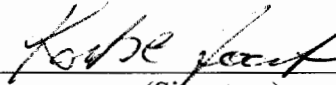
4. Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice is:

Luke Woodward
Partner
Gilbert + Tobin Lawyers
2 Park St, Sydney NSW 2001
Phone: (02) 9263 4014

Dated:

3/3/06

Signed on behalf of the applicant giving notice


(Signature)

KATIE MAREE ROAT
(Full name)

Legal Officer, Wizard
(Description)

Home Loans Unit

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.

Catch all the Footy in 2006



FOXTEL
digital

Take out a Wizard home loan
between April and July and get

**Free[†] FOXTEL Digital Installation
and FOXTEL Digital Platinum Free
for 6 months.**

(Only available in state mainland capital cities on a 24 month direct debit Platinum Pack)

Available for:

- Collingwood Wizards
- Loans over \$50,000

*Only available on 24 month home loan

*Based on one property per customer. Fees, terms and conditions apply. For more details on Wizard Home Loans visit wizard.com.au.

This offer is available for all loans applied for between 1 April and 31 July 2006 and settled before 30 December 2006. Product not available in conjunction with other offers.

[†]New FOXTEL residential subs until 31/07/06. Standard connections only. Offer also available in Canberra. Min cost 18 mth x \$99.95 (\$1799.10) (Platinum). Max cancel fee: \$290. Not available to all homes, additional outlets or with other offers. Additional costs and/or a different service may apply in regional WA. FOXTEL marks are used under licence by FOXTEL Management Pty Ltd.

For more details on Collingwood Wizards

wizard.com.au

or call 13 19 75 for more information

wizard