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9 May 2006

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

Our Ref: 397158-v1VAMAISCZ

By express post
FILE No:
DOC:
MARS/PRISM:

Dear Mr Gregson,

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

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

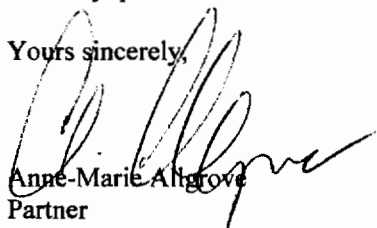
We enclose an exclusive dealing notification by MasterCard Asia/Pacific (Australia) Pty Ltd pursuant to section 93(1) of the *Trade Practices Act 1974*. This notification is lodged in respect of conduct which may constitute exclusive dealing under sections 47(6) and 47(7) of the Act. This notification 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.

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 used a MasterCard credit card to make a purchase from a DFS Australia Pty Ltd ("DFS") store in New South Wales or Queensland (see attached Conditions of Entry).

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

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

the condition that the consumer uses a MasterCard credit card to purchase goods from DFS (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 duty free retailing 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 use a MasterCard to make a duty free purchase, thus increasing competition in the markets for credit card and duty free retailing 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 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

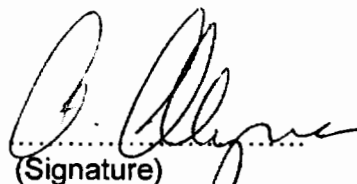
(c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:

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: 9 May 2006
Signed by/on behalf of the applicant



(Signature)

Anne-Marie Allgrove
Partner, Baker & McKenzie

MasterCard Asia/Pacific (Australia) Pty Ltd & DFS Australia Pty Ltd

DFS GALLERIA, MASTERCARD 2006 FIFA WORLD CUP PROMOTION

Australia, New Zealand, Singapore, Hong Kong, Taiwan, Ball

Conditions of Entry

1. Information on how to enter and prize details set out in all communications from the Promoters regarding the DFS Australia, MasterCard Asia/Pacific 2006 FIFA™ World Cup Promotion (the "Promotion"), including, but not limited to, those that may be posted on the website of DFS Galleria referred to in condition 28, form part of these 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 Promoters on all matters relating to the Promotion are final and binding. Only MasterCard Cardholders eligible under condition 4 are eligible to be awarded the prize. Employees of the Promoters and of the Promoters' associated agencies and companies directly involved in the Promotion (as determined by the Promoters) and their immediate family members are ineligible to participate.
2. The Promoters are DFS Australia Pty Ltd, Level 10, 155 George St, Sydney NSW 2000, Australia and MasterCard Asia/Pacific (Australia) Pty Ltd, L10 146 Arthur Street, North Sydney, NSW 2060, Australia.
3. The Promotional Period for the Promotion commences at start of trade in participating DFS Galleria stores on Wednesday 10 May 2006 and concludes at end of trading on Friday 2 June 2006.
4. To be eligible to participate and to be awarded the prize, a participant must be a MasterCard cardholder and must satisfy the following eligibility requirements ("Cardholder"):
 - a) for the Promotional Period and up to and including the date on which the prize is finally awarded, holds a valid MasterCard (being a standard, gold, platinum or co-brand MasterCard) and be liable for payments under the relevant MasterCard account (i.e., must be the primary cardholder), or shall be an additional (i.e. supplementary) cardholder over the age of 18 years on the MasterCard account;
 - b) if the Cardholder's entry is drawn, confirm by evidence reasonably satisfactory to the Promoters that the Cardholder is available to travel on the dates nominated in condition 8 to the prize events specified in condition 8; and
 - c) fulfill, or not be disqualified under, any and all other conditions of these Conditions of Entry.

In addition, the Cardholder's account (in the case of an additional cardholder, the primary cardholder's account) shall not be 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 ("Prize Exclusion Provision").
5. To enter the prize draw, a Cardholder must make a valid purchase as defined in condition 11 of any value at a participating DFS Galleria store using his or her MasterCard credit card during the Promotional Period. The Cardholder must correctly fill out all required details including the DFS Galleria receipt number on the entry form provided at the participating DFS Galleria store. Participants will receive one entry for each valid purchase in respect of the draw for the prize. Multiple purchases for which a single receipt is issued will be deemed a single entry.

6. Each Cardholder who is a primary cardholder, by submitting an entry form, consents that the Promoters may contact the primary cardholder's issuing bank to inquire, and that the issuing bank may confirm to the Promoters, whether or not the Prize Exclusion Provision as set out in condition 4 applies to him or her. If a primary cardholder does not consent that the Promoters may contact their issuing bank and for their issuing bank to confirm to the Promoters whether or not the Prize Exclusion Provision applies, the primary cardholder and any additional cardholder on the primary cardholder's account shall be ineligible to be awarded the prize.
7. Entry forms must be comprehensible in order to be valid. Legible completion of the entry forms is the sole responsibility of the participant. Incomprehensible or illegible entries (as determined by the Promoters in their sole discretion) will be ineligible to be considered.
8. The prize for the Promotion is a trip for two people to attend the 2006 FIFA World Cup™ Semi Final match in Munich, consisting of:
 - two tickets to the 2006 FIFA World Cup™ Semi Final, held on Wednesday 5 July 2006;
 - Business Class return flights for two people from the winner's nearest capital city to Munich, Germany. Outbound travel date will depend on point of departure and will be arranged so as to allow for arrival in Munich on Tuesday 4 July 2006;
 - a total of three nights accommodation in a minimum 3 star accommodation (selected by and at the discretion of the Promoters) for two people (two nights in Munich and one night in Berlin);
 - round trip match transfers from Munich;
 - hotel transfers;
 - cocktails and dinner on Thursday 6 July in Berlin for Pele's appearance; and
 - match and post match hospitality (post match hospitality off-site in Munich).
9. The maximum total prize value is AU\$30,000.
10. The prize is not redeemable for cash and does not include spending money. Meals and accommodation are included only to the extent that such meals or accommodation are specifically stated in condition 8 to be part of the prize.
11. In these Conditions of Entry, "valid purchase" refers to a purchase at a participating DFS Galleria store which is:
 - a) made in Australia (NSW and QLD only), New Zealand, Singapore, Hong Kong, Taiwan or Bali and charged to the MasterCard Cardholder's account;
 - b) debited (posted) to the MasterCard Cardholder's account during the Promotional Period;
 - c) not reversed or cancelled within 7 days of being posted to the MasterCard Cardholder's account; and
 - d) not processed by the issuer of the MasterCard for a transaction involving a cash advance or purchase of a cash substitute e.g. gaming chips, or an ATM transaction.
12. The entries for the prize will be drawn at 2pm local time in NSW, Australia on Tuesday 13 June 2006 at Legion Interactive ABN 75 058 774 593, Level 8, 155 George St, Sydney NSW 2000, Australia and will be awarded to the eligible

MasterCard Cardholder of the MasterCard account used for the winning entry, subject to these Conditions of Entry. The first valid entry drawn will win the prize, subject to confirmation of the apparent winner's eligibility according to these Conditions of Entry.

13. A representative of DFS Australia Pty Limited will make all reasonable efforts to notify the apparent prize winner by telephone by Thursday 15 June 2006 that his or her entry has been drawn, and in the case of that apparent winner being a primary cardholder, that the primary cardholder's card issuer has confirmed that the Prize Exclusion Provision does not apply. If an entry by an additional cardholder is drawn, the additional cardholder must procure that the primary cardholder shall provide MasterCard with the primary cardholder's consent that the Promoters may contact the primary cardholder's issuing bank to inquire, and that the issuing bank may confirm to the Promoters, whether or not the Prize Exclusion Provision as set out in condition 4 applies. If the primary cardholder does not consent that the Promoters may contact their issuing bank and for their issuing bank to confirm to the Promoters whether or not the Prize Exclusion Provision applies, further to condition 6, the additional cardholder will be ineligible to be awarded the prize.
14. If the apparent prize winner cannot be notified by 5pm on Friday 16 June 2006 (local time in NSW), despite the Promoters making all reasonable efforts to do so, or is otherwise determined by the Promoters to be ineligible under these Conditions of Entry, a second prize draw will take place at 5:30pm on Friday 16 June 2006 at Legion Interactive, Level 8, 155 George Street, Sydney NSW 2000, Australia, subject to state regulation. The winner's name will be published online at www.dfsgalleria.com on Thursday 22 June 2006.
15. The Promoters will use their best endeavours to provide the prize described in condition 8. If the prize is unavailable for whatever reason, the Promoters reserve the right to substitute that prize with a prize of an equivalent value.
16. The prize is not transferable. The prize winner shall accept the prize "as is" and acknowledges that the Promoters shall have no responsibility for any variation in the value of the prize.
17. The Promoters do not assume any responsibility for the products and services offered under the Promotion. The products are sold and services are provided solely by the relevant vendors, under such terms and conditions as determined by such vendors, and the Promoters accept no liability whatsoever in connection with such products and services. The products and services have not been certified by the Promoters and under no circumstances shall the inclusion of any product or service in the Promotion be construed as an endorsement or recommendation of such product or service by the Promoters.
18. Except for warranties and conditions implied by law which cannot be excluded, the Promoters make no representations or warranties, express or implied, regarding the quality or suitability of the prize. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. In this event, the Promoters' liability under any such warranties is limited to, as their 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.
19. The Promoters and their respective 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 with a participant's participation in the Promotion

- or the receipt or use of the prize or any part of the prize or suffered during the course of the travel associated with the prize, except for any liability which cannot be excluded by law.
20. The Promoters' decision is final and no correspondence will be entertained.
 21. To the extent permitted by law, the Promoters and their respective 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.
 22. The Promoters, in their sole discretion, reserve the right to cancel, suspend, terminate or modify the Promotion if fraud, technical failures or any other factor beyond the Promoters' reasonable control adversely affects the Promoters' ability to conduct the Promotion as contemplated in these Conditions of Entry, subject to applicable government regulation. In such event, the Promoters reserve the right to cancel the Promotion or to award the prize at random from among the eligible entries received up to the time of the cancellation or modification. The Promoters also reserve the right in their sole discretion to disqualify any individual they find 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 Promoters reserve the right to seek damages from any such person, to the fullest extent permitted by law, in addition to disqualifying such person.
 23. The Promoters' failure to enforce any term of these Conditions of Entry shall not constitute a waiver of that or any other provision by the Promoters.
 24. By acceptance or receipt of the prize, the prize winner agrees to hold harmless each of the Promoters, their financial institutions, its members, their related group 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 either of the Promoters, 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 (and any chosen companion's) participation in the Promotion or receipt, redemption or use of the prize.
 25. The Promoters accept no responsibility for any tax implications that may arise from the prize 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. All taxes on the prize are the sole responsibility of the prize winner.

26. Records of all entries become and remain the sole property of the Promoters. Except where prohibited by law, and unless otherwise advised by the participant, all entries will be entered into a database and the Promoters reserve the right to publicise the entrants' names for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid by or to the entrant. The Promoters also reserve the right to share the Cardholder's data with the Cardholder's issuing bank for marketing purposes. Except where prohibited by law, participation in the Promotion constitutes Cardholder's consent to the storage, use and disclosure of Cardholder's entry details as set out in these Conditions of Entry and also constitutes Cardholder's acknowledgment that Promoters may use overseas facilities to process, store or back up its information. As a result, the Promoters may transfer Cardholder's personal information to their overseas facilities for storage. However, this does not change any of the Promoters' commitments to safeguard Cardholder's privacy.
27. Except where prohibited by law, participation in the Promotion constitutes the prize-winner's consent to the Promoters' 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; and (2) any disclosure of such information by the Promoters 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 Promoters, which can be found at www.dfsgalleria.com and www.mastercard.com.au and will be handled in accordance with all applicable laws in Australia. Participants may access and correct their personal information held by DFS and MasterCard by contacting:

- (a) MasterCard Australia
Level 10, 146 Arthur St
North Sydney NSW 2060
Australia
- (b) Consumer Marketing Department, DFS Group
6/F, Chinachem Golden Plaza, 77 Mody Road
Tsimshatsui East, Kowloon, Hong Kong

28. A copy of these Conditions of Entry and prize details can be obtained by visiting www.dfsgalleria.com. Any cancellation or modification to the Promotion or these Conditions of Entry will be posted on the website of DFS Galleria – www.dfsgalleria.com.
29. 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 to the extent of the unenforceability, invalidity or illegality and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision (or part thereof) appearing had not been inserted herein.
30. Authorised under NSW Permit No: TPL 0X/XXXX
31. These Conditions of Entry shall be governed by the laws of New South Wales.