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26 October 2006

Our Ref: 472411-v1\SCZ
Your Ref:

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Rio de Janeiro
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San Francisco
Santiago
Sao Paulo
Tijuana
Toronto
Valencia
Washington, DC

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.

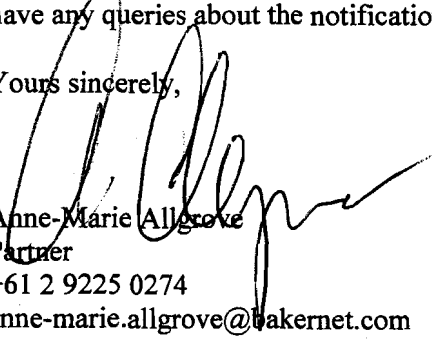
Pursuant to section 95(2) of the Act, we request that items 3(b)(i) and 3(b)(ii) of the enclosed notification be excluded from the public register as the information contained in those items is commercially sensitive confidential information.

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

AUST. COMPETITION &
CONSUMER COMMISSION
CANBERRA
1 NOV 2006

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

N92679

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) 8922-5274
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 ticket purchase from a Village Roadshow, Greater Union or Birch Carroll and Coyle cinema ("Cinemas") (see attached Conditions of Entry).

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

MasterCard proposes to run a trade promotion jointly with the Cinemas 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 the Cinemas (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 cinema 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 movie ticket purchase, thus increasing competition in the markets for credit card and cinema 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:**

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

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

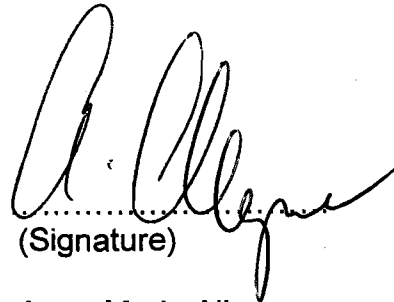
Not applicable

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

EXCLUDED FROM
PUBLIC REGISTER

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

Dated: 26 October 2006
Signed by/on behalf of the applicant



.....
(Signature)

Anne-Marie Allgrove
Partner, Baker & McKenzie

MasterCard Asia/Pacific (Australia) Pty Ltd

Happy Feet Holiday Promotion

Conditions of Entry (Draft 3 – 10th Oct '06)

1. Information on how to enter and prize details set out in all communications regarding the MasterCard Asia/Pacific (Australia) Happy Feet Holiday 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 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, L10 146 Arthur Street, North Sydney, NSW 2060, Australia.
3. The Promotional Period for this Promotion commences Tuesday 19th December 2006 at 00.01 (AEDST) and concludes on 28th February 2007 at 23:59 (AEDST).
4. Entry into the Promotion is open to MasterCard cardholders who satisfy the following eligibility requirements ("Cardholders"):
 - a) Who are residents of Australia and who for the Promotional Period and up to and including the date on which the prize is finally awarded hold a valid 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 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 MasterCard card, and register this purchase in their entry, in accordance with condition 8 of these Conditions of Entry; and
 - c) If the Cardholder's entry is drawn to win the major prize, confirm by evidence reasonably satisfactory to the Promoter that the Cardholder is available to travel before the date specified in condition 10.
5. Prizes will be awarded to the Cardholder of the MasterCard account used to make a winning entry. If the Promoter cannot determine whether the primary cardholder or an additional cardholder made the prize winning purchase due to a member bank issuing the same MasterCard card number to each of the primary cardholder and the additional cardholder, the relevant prize will be awarded to the primary cardholder of the account used to make the winning entry. Any Cardholder whose account (in the case of an additional Cardholder, the Primary Cardholder's account) is more than 30 days in arrears (the minimum payment due on the MasterCard account being more than 30 days overdue) as at the time of the relevant prize draw is ineligible to enter the Promotion and is not eligible for any prize ("Prize Exclusion Provision").
6. Cardholders who are primary cardholders irrevocably consent and authorise the Promoter to contact their issuing bank, and their issuing bank to confirm to the Promoter that their account used to make a valid purchase is in order (and that the Prize Exclusion Provision as set out in condition 5 does not apply to them). If a primary cardholder does not consent to the Promoter contacting their issuing bank and to their issuing bank confirming that the Prize Exclusion Provision does not apply, it must notify its issuing

bank or the Promoter of this fact prior to the prize being drawn, or else the primary cardholder will be deemed to have consented to such disclosure by their issuing bank. Where an additional cardholder's entry is drawn, further to condition 15, the additional cardholder must obtain the consent of the primary cardholder to the matters set out in this condition (as described above).

7. In these Conditions of Entry, the word "valid purchase" refers to MasterCard transactions made during the Promotional Period to purchase one or more Happy Feet movie tickets at any Village, Greater Union or Birch, Carroll and Coyle participating cinema. Cinema ticket purchase transactions must be:
 - a) Conducted in Australia and charged to the MasterCard account in Australia;
 - b) debited (posted) to the MasterCard account during the Promotional Period; and
 - c) not reversed or cancelled within 7 days of being posted to the MasterCard account.
8. To enter the prize draw, Cardholders must register online at www.mastercard.com.au during the Promotional Period. Participants will be required to register their own details including but not limited to their full 16 digit MasterCard card number, their own full name, address and daytime telephone contact number, and the date, value and cinema name and location relating to their valid purchase. Only one entry into the draw will be accepted per valid purchase made, regardless of the number of cinema tickets purchased in that transaction. It is each entrant's responsibility to ensure that any details they provide during the entry process are accurate.
9. The cost of accessing the promotional website will be dependent on the Cardholder's individual Internet Service Provider. Entries must be comprehensible in order to be valid. Incomprehensible entries (as determined by the Promoter) will not be eligible.
10. There is one (1) major prize to be won for this Promotion. The prize consists of a family holiday for two (2) adults and two (2) children to New Zealand including:
 - Return economy flights from nearest state capital city to Christchurch, NZ
 - 7 nights' twin share, 4 star accommodation
 - 6 days' family car hire
 - Private tour to see penguins in the wild
 - Family day pass to Antarctic Centre in Christchurch
 - AU\$5,000 spending moneyThe major prize must be redeemed for travel by 31 March 2008.
The maximum value of the major prize is AU\$17,000.
11. There are 200 runner up prizes to be won for this promotion. Each prize is a Happy Feet tap dancing Mumble toy valued at \$48 RRP. The maximum value of the runner up prizes is AU\$9,600.
12. The total prize value of all prizes is AU\$26,600
13. In the event that the Cardholder whose entry is drawn does not meet the eligibility requirements set out in condition 4, the prize will be forfeited by that winner and the prize will be re-drawn in the manner specified in clause 16. The Cardholder whose entry was initially drawn will have forfeited their prize and will have no claim.
14. The major prize does not include spending money, meals, passports, visas, travel insurance, transfers or accommodation (except to the extent that such spending money, meals, passports, visas, travel insurance, transfers or accommodation are included as

part of the prize package listed in condition 10). All taxes, valid passports, visas, transport to and from departure point, additional transfers, travel insurance and any other ancillary costs associated with the travel prize are the responsibility of the winner. The prize will be drawn at 14.00 (AEDST) on Thursday 15th March 2007 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. The first valid entry drawn will win the major prize and each of the next 200 valid entries drawn will win a runner up prize.

15. The major prize-winner will be notified by telephone and mail, and the runner up prize winners will be notified by mail, by the Promoter using the contact details as provided in their entry, and advised that their entry has been drawn, and in the case of that winner being a primary cardholder, that their card issuer has confirmed that the Prize Exclusion Provision does not apply to them and that they are eligible to win a prize. In the case of an entry by an additional cardholder being drawn, subject to condition 5, the Promoter will request that the additional cardholder, and the additional cardholder must, request that the primary cardholder contact the Promoter to provide their consent to the Promoter contacting the primary cardholder's issuing bank to confirm that the Prize Exclusion Provision does not apply to the primary cardholder's account.. From 29 March 2007, the major 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, at Level 10, 146 Arthur Street, North Sydney NSW 2060 Australia. Their details will also be published in the public notices section of *The Australian* newspaper on Thursday 29th March 2006.
16. Should any prize remain unclaimed by 17.00 (AEST) on Thursday 28th June 2007 an unclaimed prize draw will take place at 14.00 (AEST) on Friday 29th June 2007 at Legion Interactive, Level 8, 155 George Street, Sydney, NSW 2000, subject to state regulation (including, without limitation, any written directions given under Regulation 37 of the *Lottery and Gaming Regulations 1993* (SA)). Any winners will be notified by mail and any winners of prizes valued over \$100 will be published in the public notices section of *The Australian* newspaper on Friday 13th July 2007.
17. No prize is either redeemable for cash or transferable. Each 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.
18. All valid claims for a prize and entitlements will be met unless they involve fraud or ineligibility. The Promoter reserves the right, and by their entry into the Promotion each participant consents to the Promoter exercising this right, to validate and check the authenticity of entries and prize claims, with the relevant Cardholder's issuing bank.
19. The Promoter does not assume any responsibility for any products and services offered under, or purchased to participate in, 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 Promoter accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by the Promoter 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 Promoter.
20. 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, to the extent permitted by law, 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.

21. The Promoter and its 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 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.
22. The judges' decision is final and no correspondence will be entertained.
23. To the extent permitted by law, the Promoter and its 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 of 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 entry that is late, lost, stolen, damaged or misdirected or otherwise not received; and (6) any negligence.
24. 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.
25. 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.
26. 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.
27. By acceptance or receipt of a Promotional prize, a prize-winner agrees to hold harmless the Promoter, its financial institutions, its members, its 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.

28. 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.
29. Records of all entries become and remain the sole property of the Promoter. Except where prohibited by law, and unless otherwise advised by the entrant, all entries will be entered into a database and the Promoter reserves the right to publicise the entrant's 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 Promoter also reserves the right to share the Cardholder's data with their 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 these Conditions of Entry and also constitutes Cardholder's acknowledgment that Promoter may use overseas facilities to process, store or back up its information. As a result, the Promoter may transfer Cardholder's personal information to its overseas facilities for storage. However, this does not change any of the Promoter's commitments to safeguard Cardholder's privacy.
30. Except where prohibited by law, participation in the Promotion constitutes a 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; and (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, prize-winners 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, which can be found at www.mastercard.com.au and will be handled in accordance with all applicable laws in Australia .

31. Participants may access and correct their personal information held by MasterCard by contacting:
- MasterCard Australia
Level 10, 146 Arthur St
North Sydney NSW 2060
Australia
32. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.mastercard.com.au.
33. A copy of these Conditions of Entry and prize details can be obtained by visiting www.mastercard.com.au.
34. 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 appearing had not been inserted herein.
35. 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 the courts of the relevant state or territory of Australia.
36. Authorised under NSW Permit No: (insert #), VIC Permit No: (insert #), ACT Permit No: (insert #), SA Permit No: (insert #).