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14 November 2006

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

Our Ref: 0-v1\
Your Ref:

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.

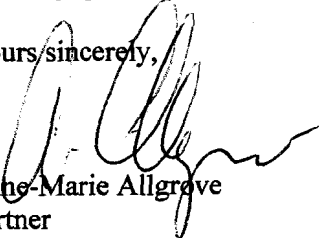
Pursuant to section 95(2) of the Act, we request that items 3(b)(i) and 3(b)(ii) of the enclosed notification be excluded from the public register as the information contained in those items is commercially sensitive confidential information.

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)**

N92708

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**

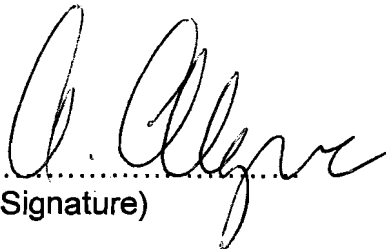
(c) **Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:**

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: 7 November 2006
Signed by/on behalf of the applicant


.....
(Signature)

Anne-Marie Allgrove
Partner, Baker & McKenzie

MasterCard Asia/Pacific (Australia) Pty Ltd

WIN THE ULTIMATE COMMONWEALTH BANK SERIES FINALS ROAD TRIP

AUSTRALIA

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the MasterCard Win The Ultimate Commonwealth Bank Series Finals Road Trip ("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 Friday 1st December 2006 at 00.01 (local time in NSW) and concludes on Thursday 18th January 2007 at 23.59 (local time in NSW).
4. Entry into the Promotion is open to Commonwealth Bank of Australia ("CBA") MasterCard Cardholders who satisfy the following eligibility requirements ("Cardholders"):
 - a) Who are permanent 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 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 register their contact details and CBA MasterCard card number in accordance with condition 8;
 - c) Who make a valid purchase using their CBA MasterCard card in accordance with these Conditions of Entry; and
 - d) Who are available to travel to and attend the events specified in condition 10 on the dates nominated by the Promoter.
5. To enter the prize draw, a Cardholder must register in accordance with condition 8 and make a valid purchase as defined in condition 16 of any value using their CBA MasterCard credit card during the Promotional Period. The Cardholder will automatically receive one entry in respect of the draw for the prize under the Promotion for each valid purchase made.
6. Prizes will be awarded to the Cardholder of the CBA 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 CBA 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 CBA MasterCard account being more than 30 days overdue) as at the time of the relevant draw is ineligible to enter the Promotion and is not eligible for any prize ("Prize Exclusion Provision").

7. Cardholders who are primary cardholders irrevocably consent and authorise the Promoter to contact CBA, and CBA 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 6 does not apply to them). If a primary cardholder does not consent to the Promoter contacting CBA and to CBA confirming that the Prize Exclusion Provision does not apply, it must notify CBA 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 CBA. Where an additional cardholder's entry is drawn, further to condition 16 the additional cardholder must obtain the consent of the primary cardholder to the matters set out in this condition (as described above).
8. To complete the registration process, Cardholders must register by telephone on 1800 886 616 or 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 CBA MasterCard card number, their own full name, address and daytime telephone contact number. Only one registration per Cardholder will be accepted. It is each entrant's responsibility to ensure that any details they provide during the registration process are accurate.
9. 1800 calls will be free of charge from fixed line phones in Australia, standard mobile and payphone charges will apply. The cost of accessing the promotional website will be dependant on the Cardholder's individual Internet Service Provider. Registrations must be complete, comprehensible and, where relevant, audible in order to be valid. Inaudible, incomplete and 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 the ultimate 2007 One Day International finals road trip which includes:
 - Four reserved adult tickets to each of the Commonwealth Bank Series one day international finals to be held in Melbourne on Friday 9th February 2007 and in Sydney on Sunday 11th February 2007 and in the event of a tiebreaker, Adelaide on Tuesday 13th February 2007;
 - Return economy flights for four adults from the winner's nearest capital city. Outbound travel will depart on Thursday 8th February 2007, returning travel will depart on Monday 12th February 2007; in the event of a tiebreaker, returning travel will depart on Wednesday 14th February 2007;
 - Minimum 4 star accommodation (selected by and at the discretion of the Promoter) for four adults in each city; in the event of a tiebreaker, up to 6 nights accomodation (twin share accomodation) will be provided (i.e. two nights in each city that game is played);
 - AU\$1,000 spending money for the major prize winner at each game;
 - Airport and hotel transfers for four adults, for each game;
 - hotel and match transfers for four adults for each game;

- Priceless 'behind the scenes' Commonwealth Bank Series ODI finals experience with Allan Border inclusive of lunch, MCG pitch visit and attending a team training session.

The total maximum major prize value is AU\$20,000.

11. There are five (5) runner up prizes to be won for this promotion. Each prize is an Australian team cricket bat, signed by at least 10 players from the current Australian ODI team (players determined by and at the discretion of the promoter). Each bat is valued at AU\$3,000.
12. There are fifty (50) second runner up prizes to be won for this promotion. Each prize is a mini bat (20 cm long), signed by Allan Border and Mike Hussey. Each mini-bat is valued at AU\$100.
13. The total prize value of all prizes is AU\$38,000.
14. The prizes do not include spending money, passports, visas, travel insurance, transfers, meals or accommodation (except to the extent that such spending money, passports, visas, travel insurance, transfers, meals or accommodation are included as part of the prize packages listed in conditions 10 to 12). The prize will be drawn at 14.00 (local time in NSW) on Thursday 25th January 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, each of the next five (5) valid entries drawn will win a runner up prize and each of the next fifty (50) valid entries drawn will win a second runner up prize.
15. In these Conditions of Entry, the word "valid purchase" refers to transactions (including, without limitation, all bill payments including those paid over the counter at a bank or post office) which are:
 - a) Conducted either overseas or in Australia and charged to the CBA MasterCard account in Australia;
 - 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.
16. The prize-winner/s will be notified by telephone and mail by the Promoter using the contact details provided to the Promoter by CBA and advised that their entry has been drawn, and in the case of that winner being a primary cardholder, that CBA 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 6, the Promoter will request that the additional cardholder must, request that the primary cardholder contact the Promoter to provide their consent to the Promoter contacting CBA to confirm that the Prize Exclusion Provision does not apply to the primary cardholder's account. From Monday 29th January 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. The winner/s of the prizes valued over AU\$100 in this Promotion will have their details published in the public notices section of *The Australian* on Monday 29th January 2007.
17. Should the major prize remain unclaimed by winners who reside in ACT, NSW, VIC, TAS, WA, NT and QLD by 17.00 (local time in NSW) Tuesday 30th January 2007, an

unclaimed prize draw will take place at 17.30 (local time in NSW) on Tuesday 30th January 2007 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. Winners' names will be published in *The Australian* on Monday 5th February 2007.

18. If the initial major prize winner is drawn and has been contacted by the Promoter prior to 17.00 (local time in NSW) on Tuesday 30th January 2007 and is not able to travel and/or attend the events on the nominated dates as required by condition 4, they will completely forfeit the major prize and an unclaimed prize draw will take place at 17.30 (local time in NSW) on Tuesday 30th January 2007 at Legion Interactive, Level 8, 155 George Street, Sydney, NSW 2000 subject to state regulation. Winner's names will be published in *The Australian* on Monday 5th February 2007.
19. Should the major prize remain unclaimed by winners from SA or the runners up prizes remain unclaimed by a winner from any state, an unclaimed prize draw will take place at 09.00 (local time in NSW) on Wednesday 9th May 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 AU\$100 will be published in the public notices section of *The Australian* newspaper on Monday 14th May 2007. A 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.
20. 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.
21. 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 CBA.
22. 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.
23. 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.
24. 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.

25. The judges' decision is final and no correspondence will be entertained.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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 CBA 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 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.

33. 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.

34. 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

35. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.mastercard.com.au.
36. A copy of these Conditions of Entry and prize details can be obtained by visiting www.mastercard.com.au or calling 1800 639 475 (free call from a fixed line phone in Australia, standard mobile charges apply).
37. 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.
38. 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.
39. Authorised under NSW Permit No: TPL 0X/XXXXX, VIC Permit No: 0X/XXX, ACT Permit No: 0X/XXXXX, SA Permit No: T0X/XXX.