



Australian
Competition &
Consumer
Commission

Draft Objection Notice

Collective bargaining notifications

lodged by

The Australian Wagering Council Limited

in respect of

collective bargaining with, and boycotting of, the
National Rugby League Limited

Date: 26 February 2014

Notification numbers: CB00284 & CB00285

Commissioners: Sims
 Rickard
 Schaper
 Cifuentes
 Court

Summary

The ACCC has prepared a draft objection notice in relation to the collective bargaining conduct which is the subject of notifications CB00284 and CB00285 submitted by the Australian Wagering Council Limited (AWC).

The conduct concerns a proposal for online wagering and sports betting companies who are members of the AWC to collectively bargain with the National Rugby League Limited (NRL) (CB00284) and to engage in collective boycotts in relation to negotiations with the NRL (CB00285).

The statutory protection from legal action afforded by collective bargaining notifications CB00284 and CB00285 will not come into effect unless the ACCC decides not to give a final objection notice.

Next steps

The applicants and other interested parties are invited to notify the ACCC by 14 March 2014 that they wish the ACCC hold a conference in relation to the draft objection notice.

The ACCC will also seek written submissions from the AWC and other interested parties in relation to the draft objection notice.

The notifications

1. On 13 February 2014, the Australian Wagering Council Limited (**AWC**) lodged two collective bargaining notifications (together, the **notifications**):¹
 - i. In the first notification (CB00284), the AWC, on behalf of:
 - Bet365;
 - Centrebet;
 - Betstar;
 - IASBet.com;
 - Sportingbet;
 - Sportsbet;
 - Tomwaterhouse.com;
 - UNIBet;
 - Betfair; and
 - Ladbrokes(collectively, the **Participants**) proposes to collectively negotiate with the National Rugby League Limited (the **NRL**) the terms on which the Participants acquire rights pertaining to providing wagering services on NRL Events (**collective bargaining conduct**). The relevant contracts are referred to as the Product Fee and Integrity Agreements.
 - ii. In the second notification (CB00285), the AWC, on behalf of the Participants, proposes to enter into agreements where the Participants or a subset thereof may agree to only negotiate with the NRL via the AWC, or agree not to negotiate with, or acquire certain goods or services, from the NRL (**collective boycott conduct**).

¹ Available at:
<http://registers.accc.gov.au/content/index.phtml/itemId/1139980/fromItemId/773840>

Together, the collective bargaining conduct and the collective boycott conduct are referred to as the **notified conduct** in this notice.

Collective bargaining notifications

2. Businesses can obtain protection from legal action under the *Competition and Consumer Act 2010* (Cth) (the **Act**) for collective negotiation, including associated collective boycott conduct, by lodging a collective bargaining notification with the ACCC.
3. Immunity for conduct which is the subject of a collective bargaining notification commences 14 days after lodgement of the notification unless the ACCC prepares a draft objection notice and invites the notifying corporation and other interested persons to notify the ACCC within 14 days that they wish the ACCC to hold a conference in relation to the draft objection notice. The ACCC also conducts a public consultation process before making a decision to issue a final objection notice.
4. Broadly, the ACCC may issue a final objection notice in relation to a collective bargaining notification where it is satisfied that the likely benefit to the public from the notified conduct will not outweigh the likely detriment to the public from the notified conduct.
5. In effect, giving a final objection notice either prevents the collective bargaining notification from coming into force, or results in the notification ceasing to be in force and thereby removes the statutory protection from legal action conferred by the notification.

Background²

6. The AWC is an industry body representing the interests of online wagering and sports betting service providers in Australia. The proposed collective bargaining group represents most of Australia's large corporate bookmakers, but the AWC does not represent state based totalisators known as TABs³.
7. The NRL conducts the National Rugby League, which is the top professional rugby league competition in Australia.
8. The AWC and Participants acquire from the NRL the rights to provide wagering services on matches and other events conducted by the NRL, Australian Rugby League Commission, NSW Rugby League, Queensland Rugby League, Country Rugby League, or an NRL Club (**NRL Events**) from time to time.
9. In exchange for the rights to provide wagering services, wagering operators pay the NRL a **Product Fee**. The Product Fee is calculated as a percentage of gross revenue accrued through wagering on NRL Events.⁴ As part of their rights agreements with the NRL, wagering operators also agree to integrity measures concerning the types of bets they accept and to share information about wagering that takes place on NRL Events.
10. Australian online sports betting is regulated by the *Interactive Gambling Act 2001*, though no Federal legislation compels sports betting providers to share revenue

² Unless otherwise referenced, all information in this section is taken from the notifications and supporting submissions.

³ TABs are the bodies in each state and territory that are exclusively licenced to operate totalisators and to offer off course retail wagering services. Like the Participants, TABs also offer fixed odds wagering and telephone and internet betting.

⁴ In the wagering context gross revenue refers to the total amount wagered minus the amount paid out as winnings, often also referred to as gross profit.

with sports governing bodies such as the NRL. In Victoria, the *Gambling Regulation Act 2003 (Vic)* requires sports betting providers to enter into commercial arrangements with the relevant sports controlling body in order to take bets on sporting events offered by that sports controlling body in Victoria. If the two parties cannot come to an agreement, the wagering operator can apply for a determination from the Victorian Commission for Gambling and Liquor Regulation (**VCGLR**) to allow them to offer betting services on particular sporting events.⁵ However, there is currently no equivalent legislation in other states requiring the wagering operator to have an agreement with the sports controlling body in place before they can offer bets on that sport. The ACCC understands that other States are considering introducing such legislation.

11. Notwithstanding this, the ACCC understands that most sports betting providers (including all the Participants) do enter into agreements with sporting bodies granting them rights to accept bets on their sports. The ACCC's market inquiries to date have indicated that there are commercial advantages for wagering operators in being approved by the sporting body to offer wagering on events conducted by the body. These agreements also assist both the sporting body and the wagering operator in managing integrity issues in relation to wagering on the sport.

Submissions

12. In its submissions supporting the notifications, the AWC submits that a number of public benefits are likely to arise from the notified conduct, specifically:
 - A reduction in transaction costs, leading to a more efficient allocation of resources.
 - Providing the Participants with an appropriate degree of competitive parity in their negotiations with the sole supplier of rights to offer wagering on NRL matches and therefore greater input into contract terms to achieve more efficient commercial outcomes.
 - Enabling the Participants to have input into and support the integrity of competitions under the NRL through anticipated common obligations to provide the NRL with certain information relevant to integrity measures.
 - Facilitating the Participants paying a Product Fee—negotiated on fair and reasonable terms—which will support the NRL code to put on NRL Events on which wagering is conducted.
 - Enhancing the Participants' ability to compete with the large totalisators in acquiring wagering rights for NRL Events from the NRL. This will allow Participants to better compete with totalisators in respect of the type and value of NRL wagering products that they offer to consumers.
13. The AWC does not differentiate between public benefits claimed in relation to the collective bargaining conduct and the collective boycott conduct.
14. The AWC submits that no detriments are likely to arise from the notified conduct. In support of this view, the AWC submits that:
 - Entry into and continued participation in the collective bargaining group is and will remain voluntary, and it will remain open for each Participant and/or the NRL to elect not to participate in the collective negotiations at any stage if they prefer to individually negotiate a Product Fee and Integrity Agreements.
 - If a Participant wishes to acquire the relevant rights it must acquire the relevant rights from the NRL—hence, in so far as the collective boycott notification

⁵ *Gambling Regulation Act 2003 (VIC)*, Subsections 4.5.22-24.

proposes the option to enter into an agreement containing an exclusionary provision, the practical effect of this is strictly limited as the Participants cannot 'boycott' the NRL and obtain a substitutable service from another supplier.

- In so far as the collective bargaining conduct may constitute price fixing, the Act already contemplates that such arrangements are lawful (unless they substantially lessen competition) pursuant to section 44ZZRV which exempts collective acquisitions from price fixing prohibitions.
- The proposed arrangement will not in any way restrict the ability of the Participants, or reduce their incentives, to compete in other ways in the downstream market for the provision of wagering services, including in respect of product offer, service and price.

The NRL

15. The NRL submits that no public benefits are likely to arise from either the collective bargaining or the collective boycott conduct.
16. The NRL submits that the Product Fee and Integrity Arrangement documents are largely standard forms with the majority of terms and conditions already—in principle—agreed to with the Participants through one on one negotiation with the NRL. The NRL submits that discussions between the Participants are unlikely to lead to more informed contracts.
17. The NRL submits that the proposed collective bargaining conduct could generate a public detriment because the AWC's membership structure is such that one or two of the largest wagering providers would likely dominate negotiations, with other members falling into line with the position they take. As such, if these wagering providers are unhappy with the terms offered, the rest of the group is also likely to adopt that position, resulting in a de-facto collective boycott even if no such agreement between members of the bargaining group was in place.
18. The NRL submits that significant public detriments could arise from the proposed collective boycott conduct.
19. The NRL submits that a collective boycott could result in a situation in which the Participants did not share wagering information with the NRL, which could compromise the integrity of NRL competitions. The NRL submits that access to such information is crucial for the NRL to ensure that NRL Events are not manipulated by gambling interests.
20. The NRL submits that the Product Fee revenues assist the NRL to invest in maintaining the integrity of the game. The NRL submits that 'integrity costs' have increased substantially recently, noting the Australian Crime Commission's findings in relation to performance-enhancing drugs, connections to organised crime, match fixing and other integrity vulnerabilities from wagering.⁶
21. The NRL submits that the proposed conduct may result in public detriments as the Participants already have a strong bargaining position, sophisticated legal representation, and expertise in the wagering market not shared by the NRL. Accordingly, the NRL submits that the balance in bargaining power already favours the Participants and collective bargaining would create a greater imbalance in bargaining power.
22. The NRL submits that a collective boycott would also negatively impact the Participants, who would lose 'official partner' status and therefore credibility with supporters of the league.

⁶ The report, released in February 2013, is available at:
<https://www.crimecommission.gov.au/organised-crime/crime-types/sport>

ACCC assessment

Public benefit test

23. The ACCC assesses collective bargaining notifications by applying the relevant net public benefit tests set out in section 93AC of the Act.
24. For collective bargaining notifications that involve a contract or proposed contract containing a cartel provision within section 44ZZRD(2) or (3)(a) or (b) or an exclusionary provision within sections 45(2)(a)(i) or (b)(i) of the Act, the ACCC may give an objection notice to the applicant if it is satisfied that any the benefit to the public that would result, or would be likely to result from the provision would not outweigh the detriment to the public that would result, or would be likely to result, from the provision.⁷

Information considered by the ACCC

25. In evaluating the collective bargaining notifications the ACCC has taken into account:
- The relevant areas of competition likely to be affected by the proposed conduct, particularly the supply of rights to provide wagering on NRL Events and the supply of wagering services on sports including NRL Events.
 - The likely future without either the proposed collective bargaining or collective boycott conduct. In particular, the ACCC considers that, absent the notified conduct, one on one negotiations between the NRL and each Participant would continue to take place, and that the Participants would be likely to continue to offer wagering services in relation to NRL Events.
 - In evaluating the collective bargaining conduct, the ACCC has considered the likely future with the collective bargaining conduct but without the proposed collective boycott arrangements. In particular, the ACCC notes that, absent collective boycotts, Participants would still be able to collectively bargain with the NRL, provided the collective bargaining notification remained in place. However, Participants would not be able to collectively agree not to acquire rights to offer wagering services from the NRL (i.e. boycott).
 - In evaluating the collective boycott conduct, the ACCC has considered the likely future with the collective boycott conduct but without the proposed collective bargaining arrangements.

Collective Bargaining Conduct (CB00284)

Public benefits

26. The ACCC has previously recognised a range of public benefits that may arise from collective bargaining arrangements, including:
- Reducing transaction costs by streamlining the negotiation process.
 - Reducing information asymmetries between negotiating parties by facilitating input into terms and conditions from all members of the bargaining group.

⁷ Section 93AC(1).

- Enhancing the bargaining power of the members of the bargaining group, which—in certain circumstances—can alter their incentives to undertake efficiency enhancing investments that may not otherwise be made.
27. These types of public benefits can improve the efficiency of contractual arrangements leading to improved market outcomes.
 28. The ACCC considers that, given the advanced nature of the negotiations and the standard form style of contracts being negotiated, it is unclear whether the collective bargaining conduct notified by the AWC is likely to result in any transaction cost savings.
 29. While there is obvious benefit in collective discussion of issues around managing the integrity of wagering in relation to NRL Events, the ACCC notes the NRL's submission that its integrity arrangements are already well developed and form part of what are essentially standard form agreements.
 30. The ACCC also considers that, given the largely standard form contracts and the history of prolonged engagement and negotiation between the NRL and individual Participants, there are unlikely to be information asymmetries between the parties such that collective bargaining is necessary to facilitate input into contract terms and conditions by the Participants. In this respect, the ACCC notes that the participants are sophisticated, well-resourced businesses. The ACCC considers that acting individually, they are capable of making whatever representation they consider necessary in relation to the terms and conditions of agreements negotiated with the NRL.
 31. The ACCC considers that collective bargaining would increase the Participants bargaining power. However, the ACCC does not consider that an increase in bargaining power is a public benefit if it simply leads to a redistribution of the existing surplus or 'economic pie' between negotiating parties. On the other hand, an increase in bargaining power may be a public benefit if it ultimately expands the size of the surplus of 'economic pie'. This may be the case if, absent collective bargaining, Participants' share of the surplus is insufficient to provide incentives to undertake efficiency enhancing investments. However, the AWC has provided no evidence to suggest that this is the case in this instance.
 32. The ACCC considers that each of the Participants is likely to be in a strong bargaining position in individual negotiations with the NRL. Both the NRL and AWC submitted that being an official wagering provider of the NRL carries commercial advantages and assists both the wagering provider and the NRL in managing integrity issues. However, the ACCC notes that sports betting providers are not required to enter into agreements with the NRL in order to offer wagering on NRL Events in any state or territory other than Victoria (which only hosts a small number of NRL Events).
 33. Furthermore, the Participants are likely to have more expertise in the subject matter on which negotiations are focused, being the terms and conditions for the supply of wagering services, than the NRL.
 34. Accordingly, the ACCC considers that the AWC has not demonstrated any public benefits arising, or likely to arise, from the collective bargaining conduct.

Public detriments

35. Collective bargaining can promote more efficient contracts and market outcomes by addressing potential market failures associated with high transactions costs, incomplete information and market power. However, collective bargaining can also impose costs which may offset some or all of these efficiency gains:

- Increased potential for coordination and information sharing between members of the bargaining group beyond that necessary to improve the efficiency of contracting.
 - Enhancing the bargaining groups' bargaining power to such an extent that efficiency and the size of the available surplus are reduced.
 - Collectively negotiated outcomes may reflect the needs of the 'average' member of the bargaining group which may shield inefficient members and distort investment decisions.
 - Efficient third parties may be adversely affected. For example, negotiated contracts may limit the size of the market over which third parties may compete, or increase barriers to entry.
36. When considering collective bargaining conduct, the ACCC generally considers that the anti-competitive effects of collective arrangements are likely to be limited if the following factors are present:
- The current level of competition between members of the bargaining group in their dealings with the target are low, such that the difference between the level of competition with or without collective bargaining may also be low.
 - The agreement does not restrict the ability of parties to compete in other ways, for example on quality or service.
 - There is voluntary participation in the arrangements.
 - There are restrictions on the coverage, composition and representation of the bargaining group.
 - There is no collective boycott involved.
37. The ACCC notes the NRL's submission that its agreements with wagering providers are largely standard form. The ACCC also notes that the nature of the product which the Participants seek to acquire from the NRL (the right to be an approved wagering operator on NRL Events) is such that the NRL can, and presumably does, sell these rights to as many wagering operators as wish to acquire them. Therefore, the level of competition between members of the bargaining group in seeking to acquire rights from the NRL does not appear to be high.
38. Further, collective bargaining does not restrict the ability of the Participants to compete in other ways, in particular in offering wagering services to customers.
39. The composition of the bargaining group is such that it represents all major corporate bookmakers operating in Australia. The AWC does not represent the state based totalisators.
40. The arrangements are voluntary for all Participants. Absent the proposed boycott arrangements, which are assessed in detail below, the proposed collective bargaining arrangements would remain voluntary for both Participants, and the NRL.
41. However, the ACCC notes that the NRL has raised two concerns with the proposed collective bargaining arrangements:
- The Participants already have a strong bargaining position, sophisticated legal representation, and expertise in the wagering market which the NRL does not possess. Accordingly, the NRL is concerned that the balance in bargaining power already favours the Participants and collective bargaining would create a greater imbalance in bargaining power.
 - The AWC's membership structure is such that one or two of the largest wagering providers would likely dominate negotiations with other members

falling into line with the position they take. As such, if these wagering providers are unhappy with the terms offered the rest of the group is also likely to adopt that position resulting in a de-facto collective boycott even if no such agreement between members of the bargaining group was in place.

42. The ACCC considers that collective bargaining would or is likely to increase the potential for increased coordination between the Participants, beyond that which is necessary to improve the efficiency of contracting with the NRL. The ACCC considers that collective bargaining would have minimal impact on the efficiency of contracting with the NRL and thus any coordination between the Participants may, through providing a mechanism for information exchange between the participants, reduce competition between them, thereby generating an anti-competitive detriment.

Balance of public benefit and detriment

43. Based on the information currently before it, the ACCC does not consider that the proposed collective bargaining conduct will result in any public benefit.
44. The ACCC considers that the proposed collective bargaining conduct is likely to result in public detriments. The arrangements are likely to increase coordination and facilitate information exchange between the Participants beyond that necessary to improve the efficiency of contracting with the NRL for the rights to provide wagering on NRL Events. This will reduce competition between them.
45. Accordingly, the ACCC considers that the likely benefit to the public from the notified conduct would not outweigh the likely detriment to the public from the conduct.

Collective Boycott Conduct (CB00285)

Public benefits

46. As the ACCC understands the public benefit submission put by the AWC in relation to the collective boycott conduct, it is essentially that the ability to engage in a collective boycott will force the NRL to the bargaining table, thereby facilitating the realisation of the benefits that may arise from collective bargaining. As the ACCC considers the proposed collective bargaining arrangements will not result in any public benefit the NRL's public benefit argument for collective boycott would also prima facie be not likely to result in any public benefit. The possible public benefits from a collective boycott are discussed further below.
47. The ACCC has, under certain circumstances, recognised benefits that may arise from collective boycotts. This may be the case if collective bargaining alone is not sufficient to address market failures and improve the efficiency of contracting and associated market outcomes. The threat of collective boycott may be an efficient negotiating tool that facilitates the collective negotiation of more efficient contracts and better market outcomes.
48. In particular, it is possible that information asymmetries remain even after the negotiating parties have exchanged available information. If a vital piece of information is withheld by a party (such as the state of demand), collective bargaining may fail to achieve more efficient contracts and market outcomes. In this situation, the credible threat of a collective boycott may strengthen the bargaining position of the otherwise weaker bargaining party and create an incentive for the counterparty to reveal the necessary information, thus enabling a more efficient negotiated outcome to be achieved than would otherwise be the case.

49. However, there is currently no information to suggest that the NRL is withholding vital information that restricts the ability of the parties to negotiate efficient contracts. Nor is it clear that a refusal by the NRL to engage in collective bargaining would result in any obvious inefficiencies.
50. It is also possible that collective boycotts may act to offset the exercise of market power. The threat of a collective boycott may limit the degree to which a seller or buyer of a product is able to exercise market power in negotiations with its counterparties. In turn, this may result in more efficient provision of the good or service. While this is the case, there are risks to allowing collective boycotts (including periods of stalemate where no services are provided at all). To the extent collective boycotts can enhance efficiency by the limiting the exercise of market power, it is more likely in circumstances where the market power is substantial and has clearly been exercised in the past.
51. While the NRL has a monopoly over the operation of certain rugby league events, it does not appear to have substantial market power in negotiating terms with AWC members. As noted previously, any attempt to increase Product Fees paid by AWC members is likely to reduce the value and quality of wagering services on NRL events. Consumers have options to gamble on other sporting events. The ability of consumers to substitute away from gambling on NRL events in response to any reduction in the value of NRL wagering products is likely to limit any market power of the NRL. More importantly, as also noted, sports betting providers are not required to enter into agreements with the NRL in order to offer wagering on NRL Events in any state or territory other than Victoria.
52. As discussed in relation to the proposed collective bargaining arrangements, the ACCC considers that AWC members are already in a strong bargaining position and that this bargaining position would be further enhanced if they were able to engage in collective bargaining (even absent collective boycotts).
53. The ACCC also notes that if collective bargaining was likely to result in mutually beneficial outcomes, as submitted by the AWC, it would be expected that the NRL would participate without the threat of boycott activity.
54. In conclusion the ACCC does not consider that the proposed collective boycott is likely to result in any public benefit.

Public detriments

55. Although collective boycotts can potentially enhance the efficiency of collective bargaining arrangements, they also have the potential to significantly harm the target, the boycott participants and third parties and may thus lead to substantial public detriment.
56. By threatening to impose costs on the target (for example through lost revenue), the credible threat of collective boycotts can remove the discretion of the target to participate in collective bargaining. Faced with the threat of loss of revenue from the bargaining group, the target will be under increased pressure to accept the terms and conditions of the bargaining group. If these terms and conditions are reasonable, the credible threat of a boycott may lead to a quick resolution of bargaining impasse. However, the threatened costs of a boycott may lead the target to accept different terms and conditions than it would otherwise agree. In some circumstances this may reduce efficiency and market outcomes.
57. The AWC argues that the NRL is a monopoly supplier of the rights the Participants seek to acquire and that therefore the Participants cannot boycott the NRL and acquire the rights to offer wagering on NRL matches elsewhere.

58. The ACCC accepts that there is commercial value to wagering operators in acquiring rights to offer wagering on NRL Events. However, absent these rights wagering operators can, in most cases, continue to offer wagering services on NRL Events. Thus the threat of collective boycott is less likely to impose substantial costs on the Participants. This enhances the credibility of any threatened collective boycott. In these circumstances, the ACCC considers that information exchange between sports betting providers and sports controlling bodies is important for maintaining the integrity of professional sports events. Any collective boycott activity would, if AWC members continued to offer wagering services, be likely to have adverse consequences for the management of integrity issues in relation to wagering on NRL Events and thus may impose significant costs on the NRL over and above any loss in fee revenue. Integrity issues would be more difficult to administer if the NRL did not have agreements in place allowing it to access information held by sports betting agencies and exercise control over the types of wagering offered. This in turn could undermine the integrity of, and public confidence in, the sport more generally.
59. Collective boycott activity is also likely to inflict commercial damage on the NRL in the form of forgone Product Fees⁸ without necessarily causing comparable commercial harm to the Participants. In these circumstances there is an enhanced incentive for the Participants to threaten to engage in collective boycotts for the purpose of extracting commercial terms that the target would not agree to if the bargaining positions of the parties were more balanced. In some circumstances, these terms may reduce efficiency compared to arrangements that would be negotiated absent the threat of collective boycott.
60. The ACCC also notes that factors which can limit the anti-competitive effect of collective boycotts, such as a mediation period before collective boycotts are adopted, and restrictions on the application of collective boycotts, are not proposed by the AWC.
61. The ACCC also notes that the AWC and the Participants have not sought to engage in collective bargaining with the NRL prior to lodging an application to engage in collective boycott conduct.
62. In conclusion, the ACCC considers that the collective boycott conduct is unlikely to be necessary to realise any potential benefits. Further, the ACCC considers that the collective boycott conduct are likely to make it more difficult for the NRL to manage the integrity of wagering on NRL Events, and to inflict commercial harm on the NRL which may further affect the ability of the NRL to implement effective integrity measures.

Balance of public benefit and detriment

63. The ACCC considers that the proposed collective boycott conduct is not likely to result in any public benefit.
64. The ACCC considers that the collective boycott conduct is likely to result in public detriments. The arrangements are likely to inflict commercial harm on the NRL and to have adverse consequences for the management of integrity issues in relation to wagering on NRL Events.
65. Accordingly, the ACCC considers that the likely benefit to the public from the collective boycott conduct will not outweigh the likely detriment to the public from that conduct.

⁸ If there is no agreement between the NRL and a particular AWC member, no Product Fees would be required to be paid in respect of wagering services offered by that AWC member on NRL Events.

Draft Objection Notice

The application

66. On 13 February 2014, the AWC lodged collective bargaining notifications CB00284 and CB00285. Applications CB00284 and CB00285 were made using Form GA.⁹ The applications were made pursuant to section 93AB of the Act.

The net public benefit test

67. For the reasons outlined in this draft objection notice, the ACCC is satisfied pursuant to section 93AC(1) of the Act that any benefit to the public likely to result from the notified conduct in applications CB00284 and CB00285 does not or will not outweigh the detriment to the public likely to result from the conduct.

68. The ACCC therefore prepared this draft objection notice in relation to that conduct as required by section 93A(1).

69. This draft objection notice is given on 26 February 2014.

Next steps

70. The applicants and other interested parties are invited to notify the ACCC by 14 March 2014 that they wish the ACCC hold a conference to discuss this draft objection notice.

71. The ACCC will also seek written submissions in relation to the draft notice before making its final decision.

72. Once the ACCC has all of the relevant information it will make a decision whether to allow the notifications to stand or to revoke the statutory protection from legal action provided by the notifications.

73. If the ACCC concludes that the public benefit likely to result from the collective bargaining conduct will not outweigh the public detriment the ACCC will issue a final objection notice in respect of the collective bargaining notification.

74. If the ACCC concludes that the public benefit likely to result from the collective boycott conduct will not outweigh the public detriment the ACCC will issue a final objection notice in respect of the collective boycott notification.

75. Any final objection notice will take effect on the 31st day after the ACCC gives the notice or on a later date specified in writing by the ACCC.

76. If the ACCC decides not to give a final objection notice in respect of either the collective bargaining conduct or the collective boycott conduct, the ACCC will inform the applicant and all interested parties that the relevant collective bargaining notification or notifications has or have been allowed to stand.

⁹ See Schedule 1 of the Competition and Consumer Law Regulations 2010 (Cth).