



**VARIATION TO UNDERTAKING TO THE AUSTRALIAN COMPETITION &  
CONSUMER COMMISSION GIVEN PURSUANT TO SECTION 87B OF THE  
TRADE PRACTICES ACT 1974**

**BY**

**THE GREATER UNION ORGANISATION PTY LTD (ACN 000 024 439)**

**AND**

**THE HOYTS CORPORATION PTY LIMITED (ACN 006 082 551)**

**1. Background**

- 1.1 An Undertaking offered by The Greater Union Organisation Pty Ltd ('Greater Union') and The Hoyts Corporation Pty Limited ('Hoyts') in accordance with section 87B of the Trade Practices Act 1974 ('the Act') was accepted by the Australian Competition and Consumer Commission ('the Commission') on 30 August 2001 ('the Undertaking').
- 1.2 Clause 6.1 of the Undertaking provides for the Undertaking to be reviewed at a meeting between the Parties and the Commission after three years and six years from the date of signing. This review has been undertaken and Greater Union and Hoyts have offered the Commission this variation to the Undertaking in accordance with Section 87B(2) of the Act.

**COMMENCEMENT OF THE VARIATION OF UNDERTAKING**

- 1.3 This variation comes into effect when:
- (i) the variation is executed by Greater Union and Hoyts; and
  - (ii) the Commission accepts the Variation so executed.

**VARIATION TO UNDERTAKING**

The following are the variations to the Undertaking offered to the Commission:

1. Amend Clause 3 by adding a new clause 3.2 as follows:

*"3.2. With respect to clause 4.3(b)(ii) and 4.3(i) these commence with effect from 1 December 2004".*
2. Amend Clause 4.3 (b) (ii) by deleting the words "*equally between the Parties*" and by adding the words "*five-twelfth's to Greater Union and seven-twelfth's to Hoyts, representing their respective screen numbers.*"
3. Amend Clause 4.3 (d) by deleting the words "*and 1B.1, 1B.2.1, 1B.2.2, 1B.3*".

4. Amend Clause 4.3 (e) by deleting the words “ *and 1B.1, 1B.2.1, 1B.2.2, 1B.3*”.
5. Amend Clause 4.3 (f) (iv) by adding the following new sub-clause;

*“(C) Where the unforeseen circumstances are such that render the cinema or cinemas temporarily inoperable and the Parties are not in a situation to apply to the Commission with fourteen days notice and the cinema manager has made a bona fide attempt to have the situation remedied through reasonably available means, the cinema manager must do the following:*

- i. note the situation causing the cinema/s to be inoperable and all attempts made to remedy the circumstances including noting the name, number and time of contact with any such person and noting the outcome of the contact; and*
- ii. a) attempt to contact an Officer of the Commission on the number as nominated from time to time; or*  
*b) if the cinema manager has been unable to contact the Officer of the Commission, the cinema manager must contact the General Manager – Finance, AHL Entertainment on the number as nominated from time to time; and*
- iii. email or fax the Commission to advise of the circumstances at the time that the cinema manager has attempted to contact the Officer of the Commission; and*
- iv. advise the Commission by telephone and in writing on the next New South Wales business day of the events and the outcome of the incident and steps to be taken to avoid the event being repeated.”*

6. Amend Clause 4.3 (g) by deleting the words “*up until the completion of the redevelopment*” and “*refurbishment of the*”.

*Also delete the words “Schedules 1B.1, 1B.2.1, 1B.2.2, 1B.3 shall apply from the date of completion of the redevelopment of the Myer Centre site and the refurbishment of the Regent Centre site”.*

7. Amend Clause 4.3 (h) by deleting the words “*of the planned redevelopment,*”. Replace the reference to Schedule 1B.1 with a reference to Schedule 1A.1. Also delete the words “*however on finalisation of architectural plans, final seat capacities in some auditoriums may vary slightly from Schedule 1B.1*”.

8. Amend Clause 4.3 (i) (ii) by deleting the words, *“the costs of which will be allocated equally between parties”*.
9. Amend Clause 4.3 (i) (iii) by deleting the words, *“the costs of which will be allocated equally between the parties”*.
10. Amend Clause 4.3 (i) by adding the following words to the end of the clause:  
*“All costs in relation to the above will be allocated five-twelfths to Greater Union, and seven-twelfths to Hoyts, representing their respective screen numbers”*.
11. Amend Schedule 1A as set out below:

*“Myer Centre”*

Cinema 1	Replace 185 with 173
Cinema 2	Replace 235 with 107
Cinema 3	Replace 225 with 123
Cinema 4	Replace 250 with 123
Cinema 5	Replace 250 with 123
Cinema 6	Replace 232 with 120
Cinema 7	Replace 225 with 462
Cinema 8	Replace 221 with 294

*“Regent Centre”*

Cinema 1	Replace 400 with 281
Cinema 2	Replace 344 with 229
Cinema 3	Replace 742 with 524
Cinema 4	Replace 492 with 423

12. Schedule 1A.2.1 to be replaced by Schedule 1B.2.1.
13. Schedule 1A.2.2 to be replaced by Schedule 1B.2.2.
14. Schedule 1A.3 to be replaced by Schedule 1B.3.
15. Schedule 1B to be deleted.

**IN WITNESS TO THIS VARIATION**

The Common Seal of **THE GREATER UNION ORGANISATION PTY LIMITED** (ACN 000 024 439) was hereto affixed in the presence of:

Director: \_\_\_\_\_  
*DAVID C. SEARGEANT*

Witness: \_\_\_\_\_  
*GREGORY C. DEAN*

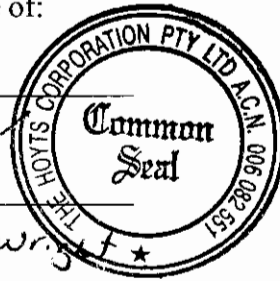


This 19<sup>th</sup> day of APRIL 2005

The Common Seal of **THE HOYTS CORPORATION PTY LIMITED** (ACN 006 082 551) was hereto affixed in the presence of:

Director: \_\_\_\_\_  
*GUY JALLAND*

Witness: \_\_\_\_\_  
*IVAN MARAS* *Steph. Wright*



This 9<sup>th</sup> day of MAY 2005

**THIS VARIATION TO THE UNDERTAKING OFFERED BY THE GREATER UNION ORGANISATION PTY LIMITED AND HOYTS CORPORATION PTY LIMITED IS ACCEPTED BY THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION PURSUANT TO SECTION 87B OF THE TRADE PRACTICES ACT 1974:**

Chairman: \_\_\_\_\_  
*[Signature]*

This 20 day of June 2005