

ANNEXURE 10

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[1. GOOGLE LLC]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Google LLC in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings –

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Black Founders Fund Initiative"** means a non-dilutive investment fund run by Google and awarded to black-owned tech start-up companies (see <https://startup.google.com/blackfoundersfund/>).

2.2.3. **"Business User"** means any natural or legal person acting in a commercial or professional capacity using the South African Google Search and Play Store services for the purpose of or in the course of providing goods or services to South African Users;

2.2.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C),

the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.5. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.6. **"Digital Markets Act" or "DMA"** means the Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828. The DMA entered into force on 1 November 2022 and will become applicable in the European Union ("EU") on 2 May 2023.

2.2.7. **"EEA"** means the European Economic Area.

2.2.8. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.9. **"End User"** means any natural or legal person in South Africa using the Google Play Store services other than as a Business User;

2.2.10. **"Google"** means Google LLC, a wholly owned subsidiary of Alphabet Inc., a public company headquartered at 1600 Amphitheatre Parkway, Mountain View, California, United States of America.

2.2.11. **"Google Cloud"** means all the services that are provided by the Google Cloud Platform.

2.2.12. **"Google Search"** means Google's web search engine, available in desktop and mobile browsers, and Google search app.

2.2.13. **"Google Play Store"** means Google's software application store.

- 2.2.14. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.
- 2.2.15. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.
- 2.2.16. **"Intermediation Platform Sites Unit"** means a unit on the South African SERP which will display a list of intermediation platforms relevant to a particular search query, as described in clause 3.2.3.1 and 3.2.3.3 below.
- 2.2.17. **"Month"** means a calendar month.
- 2.2.18. **"Organic results"** means general search results that are displayed on the SERP following a query by a South African User that are free of charge to the displayed website.
- 2.2.19. **"Paid Apps"** means apps where South African Users either are required to make a one-off payment to download the app from the South African Google Play Store and/or make in-app purchases to access app features or content.
- 2.2.20. **"Parties"** means the Commission and Google, or either one of the Commission and Google should the context provide for the singular.
- 2.2.21. **"Qualifying South African Platform"** means any South African Platform, excluding leading platforms identified in the Final Report published by the Commission.
- 2.2.22. **"SERP"** means the Google general search results page.
- 2.2.23. **"Shopping Ads"** are a type of advertisement that features detailed information about specific products on the SERP.
- 2.2.24. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.25. A **"South African App"** means an application developed by a South African Developer and distributed on the Google Play Store.
- 2.2.26. A **"South African Developer"** means a firm developing their own commercial application funded by advertising, once-off payments or in-app payments headquartered in South Africa and owned or controlled by a South African citizen. Any developer applying for participation in a measure under these Remedial Actions must demonstrate that it meets these criteria or must otherwise be identified by Google through a mechanism of allocation as agreed with the Commission.
- 2.2.27. **"South African Google Play Store"** means a version of the Google Play Store made available to South African Users.
- 2.2.28. **"South African Google Search"** means Google's web search engine, available in desktop and mobile browsers, and Google search app provided to South African Users.
- 2.2.29. A **"South African Platform"** means a firm offering online intermediation platform services in any of the categories that are within the scope of the Inquiry, that is headquartered in South Africa and owned or controlled by a South African citizen. Any platform applying for participation in a measure under these Remedial Actions must demonstrate that it meets these criteria.
- 2.2.30. **"South African SERP"** means the Google SERP displayed to South African Users.
- 2.2.31. **"South African User"** is a user located in South Africa using Google products in South Africa.
- 2.2.32. **"Paid Results"** means general search results featuring on the SERP following a query that constitute paid advertising. They typically feature at the top and

bottom of the SERP and are marked as “Ad” or “Sponsored”.

- 2.2.33. **“Text-based ads”** means ads comprising a display URL, headline text, and description text that are displayed on the South African SERP in response to a query from a South African User.
- 2.2.34. **“Travel and accommodation”** means services pertaining to short-term accommodation, flights, car rentals, bus transport, metasearch engines, and tourism-related activities.
- 2.2.35. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 2.2.36. **“User Choice Billing”** means a mechanism available on mobile and tablet devices under which South African Developers are able to offer an alternative billing system to South African Users alongside Google Play Billing within their App(s), for in-app purchases, in accordance with Google’s alternative billing system terms as updated from time to time.¹
- 2.2.37. **“Universal App Campaigns”** or **“UAC”** means the automated process on Google that enables platforms and developers, and online businesses to promote their apps across Google’s largest properties including Search, Google Play, YouTube, Discover on Google Search, and the Google Display Network.

3. REMEDIAL ACTIONS

(A) Remedial Actions relating to Google Search

3.1. Google must implement the following on the South African SERP for no fee:

- 3.1.1. Google must, within twelve Months of the Effective Date, ensure that a “South African” badge, or equivalent identifier, will be displayed on text-based ads (for Travel and Shopping queries), Shopping Ads, and organic results (for Travel and Shopping queries), relating to South African Platforms, to help users easily identify those Platforms. The badge, or equivalent identifier, will be treated in an equivalent way in the Google ads auction to other ad features. Addendum 1 provides an illustration of what a potential South African badge may look like. For the avoidance of doubt, Addendum 1 serves only as an illustrative example, and it is not prescribed that Google must present the badge in this precise manner.
- 3.1.2. Google must, within twelve Months of the Effective Date, display a new filtering mechanism at the top of the South African SERP that allows South African Users to focus their results (for Travel and Shopping queries) to South African Platforms. Addendum 2 provides an illustration of what a potential South African filter may look like. For the avoidance of doubt, Addendum 2 serves only as an illustrative example, and it is not prescribed that Google must present the badge in this precise manner.
- 3.1.3. Google must, consistent with its planned measures for compliance with Article 6(5) of the DMA, offer to Qualifying South African Platforms on the South African SERP:
- 3.1.3.1. Within eighteen Months of the Effective Date, a new Intermediation Platform Sites Unit in its general search results for the following categories: hotels, flights, vacation rentals, shopping. Participation rules will be designed to give prominence to Qualifying South

¹ See <https://support.google.com/googleplay/answer/11174377?hl=en#zippy=> and related developer terms of service for alternative billing system (Play Console Help on google.com).

African Platforms and will be based upon category-specific lists that Google will create and the Commission will approve. Addendum 3 provides an illustration of what an Intermediation Platform Sites Unit may look like. For the avoidance of doubt, Addendum 3 serves only as an illustrative example, and it is not prescribed that Google must present the Intermediation Platform Sites Unit in this precise manner.

- 3.1.3.2. Within eighteen Months of the Effective Date, augmentation of their free web results with enhanced features that enable Qualifying South African Platforms to show richer information about their offerings. Addendum 4 provides an illustration of what the augmentation of platform web results may look like. For the avoidance of doubt, Addendum 4 serves only as an illustrative example, and it is not prescribed that Google must present the Intermediation Platform Sites Unit in this precise manner.
- 3.1.3.3. Within 24 Months of the Effective Date, roll out the new Intermediation Platform Sites Unit and opportunity described in clause 3.1.3.1 and 3.1.3.2 above for Qualifying South African Platforms in other travel-related areas (including bus, car rental and activities), online automotive classifieds, online property classifieds, and food delivery.
- 3.1.3.4. Ranking of the features described in clauses 3.1.3.1 and 3.1.3.2 above will be based on the relevance and utility of these features to South African Users.

3.2. The Remedial Actions in clause 3.1 only apply to queries from, and ads and/or organic results shown to, South African Users.

3.3. Google must, within seven Months of the Effective Date, make available to Qualifying South African Platforms for no fee in-depth technical support and training to enable

these platforms to optimise their advertising campaigns and maximise their visibility on the SERP for paid results. This training and support must be made available to Qualifying South African Platforms on application. Google must periodically advertise publicly (i) the availability of the training and support contemplated in this undertaking, and (ii) the relevant process for Qualifying South African Platforms to apply to benefit from the training and support.

3.4. Unless otherwise required by the Commission, Google must implement on the South African Google Search the measures adopted to comply with Article 6(5) of the DMA in the EEA, which Google can adapt as appropriate for the South African context in consultation with the Commission. Addendum 5 provides the relevant excerpt of Article 6(5) of the DMA.

3.5. This means that, within six months of the deadline for compliance with Article 6(5) of the DMA in the EEA, Google must, on the South African Google Search, not treat more favourably, in ranking and related indexing and crawling, services and products offered by Google itself than similar services or products of a third party. On the South African Google Search, Google must apply transparent, fair and non-discriminatory conditions to such ranking. Implementation in South Africa of the measures to comply with Article 6(5) of the DMA in the EEA (as adapted by Google as appropriate for the South African context in consultation with the Commission), in accordance with clause 3.4, will constitute compliance with this clause 3.5.

(B) Remedial Actions relating to software application store issues

3.6. Google must, within twelve Months of the Effective Date, implement the following measures for apps available to South African Users on the South African Google Play Store for no fee.

- 3.6.1. Google must provide a prominent curation of South African Apps in the South African Google Play Store. Addendum 6 provides an illustration of what a potential South African curation may look like. For the avoidance of doubt, Addendum 6 serves only as an illustrative example, and it is not prescribed that Google must present the curation in this precise manner.
- 3.6.2. Google must ensure apps from South African Developers are clearly identified through a "South African App" badge, or an equivalent identifier.
- 3.7. From the Effective Date, Google must provide the following support for all app developers for the South African Google Play Store for no fee:
 - 3.7.1. Google must promote awareness to developers displaying Paid Apps to South African Users of tools relating to sub-dollar pricing and in-console market pricing analysis.
 - 3.7.2. Google must notify annually South African Developers of the availability of a 15% Google Play service fee tier.
- 3.8. Unless otherwise required by the Commission, Google must implement on the South African Google Play Store the measures adopted to comply with Articles 5(4), 5(5) and 6(12) of the DMA in the EEA, which Google can adapt as appropriate for the South African context in consultation with the Commission. Addendum 5 provides the relevant excerpt of Articles 5(4), 5(5) and 6(12) of the DMA.
- 3.9. This means that:
 - 3.9.1. Within six months of the deadline for compliance with Article 5(4) of the DMA in the EEA, Google must allow Business Users on the South African Google Play Store, free of charge, to communicate and promote offers, including under different conditions, to End Users acquired via the South African Google Play Store services or through other channels, and to conclude contracts with those End Users, regardless of whether, for that purpose, they use the South African Google Play Store services of Google. Implementation in South Africa of the measures to comply with Article 5(4) of the DMA in the EEA (as adapted by Google as appropriate for the South African context in consultation with the Commission) in accordance with clause 3.8 will constitute compliance with this clause 3.9.1.
 - 3.9.2. Within six months of the deadline for compliance with Article 5(5) of the DMA in the EEA, Google must allow End Users to access and use free of charge, through the South African Google Play Store services, content, subscriptions, features or other items, by using the software application of a Business User, including where those end users acquired such items from the relevant Business User without using the South African Google Play Store services of Google. Implementation in South Africa of the measures to comply with Article 5(5) of the DMA in the EEA (as adapted by Google as appropriate for the South African context in consultation with the Commission) in accordance with clause 3.8 will constitute compliance with this clause 3.9.2.
 - 3.9.3. Within six months of the deadline for compliance with article 6(12) of the DMA in the EEA, Google must apply fair, reasonable, and non-discriminatory general conditions of access for Business Users to the South African Google Play Store. Implementation in South Africa of the measures to comply with Article 6(12) of the DMA in the EEA (as adapted by Google as appropriate for the South African context in consultation with the Commission) in accordance with clause 3.8 will constitute compliance with this clause 3.9.3.
- 3.10. Google must ensure that User Choice Billing remains available for non-gaming apps on

the South African Google Play Store for at least five years following the Effective Date.

(C) Remedial Actions relating to SME and HDP Platforms and Developers

3.11. Within five years of the Effective Date, Google must invest R330 million in initiatives aimed at supporting SME or HDP-owned and controlled South African Platforms, South African Developers, and other eligible South African online businesses in accordance with clause 3.12 below. These monies are in addition to existing regulatory obligations and existing programmes at Google.

3.12. Google must consult with the Commission to identify SME or HDP-owned and controlled South African Platforms, South African Developers, or other South African online businesses eligible to benefit from the investment in clause 3.11 above. Google must, subject to the approval of the Commission, determine the mix of support activities with the objective of maximising the participation of SME or HDP-owned or controlled South African Platforms or South African Developers each year. Such support activities will include:

3.12.1. Funding support for eligible SME or HDP-owned and controlled platforms, developers, and online businesses

3.12.1.1. Google must provide capital (such as through Kiva loans) and Google product credits (such as Google Cloud Platform, YouTube and Universal App campaigns) to eligible South African SME or HDP-owned and controlled platforms and developers, and online businesses.

3.12.1.2. Google must publicise this opportunity periodically to enable eligible firms to apply for available funding.

3.12.2. Training and mentoring for Qualifying South African Platforms

3.12.2.1. Google must provide dedicated training for eligible South African Platforms that

are SMEs or HDP-owned and controlled firms, focusing on digital marketing strategy across all available online channels, measuring and optimising digital marketing campaigns, improving competitive advantage, developing design-centric approach to user interface and user experience design, building relationships and connections to increase repeat customers/engagements, and developing a customised digital marketing roadmap for each eligible firm.

3.12.3. Advertising support

3.12.3.1. Google must offer Ads credits to the value of R180 million over a five-year period for use in Search text-based ads and Universal App Campaigns, to be made available to Qualifying South African Platforms, including eligible SMEs and HDP-owned and controlled firms, in the travel, shopping, food delivery and online classifieds sectors, and South African Developers.

3.12.3.2. Qualifying South African Platforms and South African Developers that are also SME or HDP-owned and controlled must receive priority and must receive a majority of the allocated credits. The allocation is subject to the approval of the Commission.

3.12.3.3. To avoid unintended distortions to Google's Search ads auction, the credits will be awarded in a manner that avoids concentration of credits in any particular market segment or advertiser. Google must determine the precise mechanism for how ad credits will be distributed within four Months of the Effective Date and is subject to approval by the Commission.

3.12.4. Reserved access to the Black Founders Fund for HDP-owned and controlled South African Platforms

3.12.4.1. Google must reserve at least 10 guaranteed positions per year for HDP-owned or controlled South African Platforms in the Black Founders Fund

Initiative, which provides each recipient with equity-free capital of over R850 000 and up to R1 million in Google Cloud credits, and access to training and networking opportunities across Africa.

3.12.5. Establishing verified online profiles for SMEs or HDP-owned and controlled businesses

3.12.5.1. Google must, within the next five years, register at least an additional 500 000 South African SMEs or HDP-owned and controlled businesses with verified Google Business Profiles.

(D) The Digital Markets Act Reporting

3.13. From the Effective Date, Google must provide the Commission with quarterly updates on changes to its products that it intends to implement in the EEA to comply with the following provisions of the DMA and to share with the Commission any relevant analyses provided by Google to the European Commission:

3.13.1. Article 6(5) of the DMA insofar as it applies to the way Google displays Shopping and Travel results on Google's Search service.

3.13.2. Article 5(4), Article 5(5) and Article 6(12) of the DMA insofar as they apply to the South African Google Play Store.

3.14. Google must notify Business Users, in writing, of the Remedial Actions contained in clauses 3.1 – 3.13 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

4.1. Google must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of five years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

5.1. Google must within four Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Google, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with Business Users.

5.2. Google must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

6.1. If it appears that Google is not complying with the remedial actions, or part thereof, the Commission may first engage with Google to determine whether there is non-compliance.

6.2. In the event of Google's non-compliance with these remedial actions, or part thereof, the Commission may issue a notice in writing requiring Google to comply with these Remedial Actions within 20 Days thereof.

6.3. In the event of Google's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

7.1. Google may apply to the Commission, on good cause shown, to vary these Remedial Actions.

7.2. Should Google not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above,

it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.

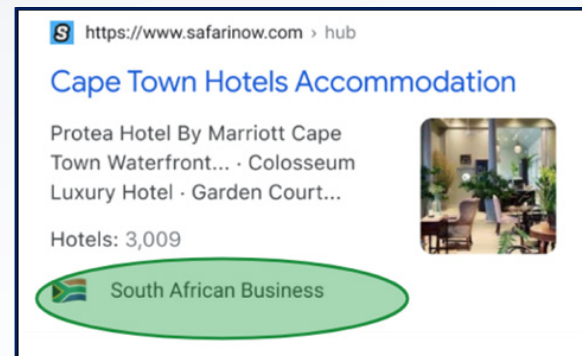
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to
inquiryremedialaction@compcom.co.za.

Addendum 1:

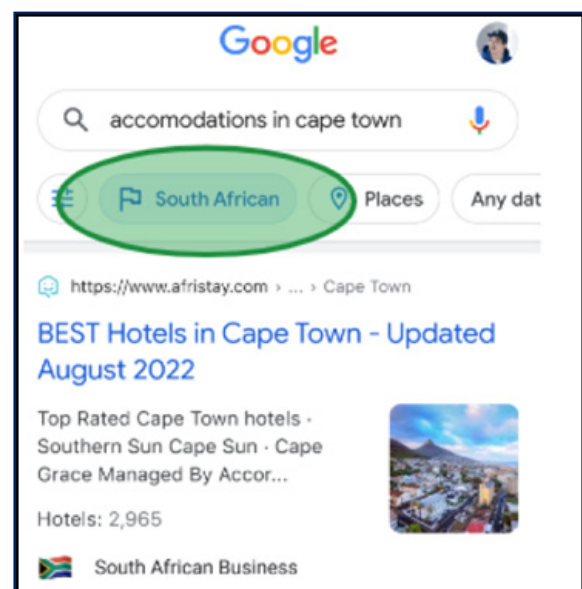
Illustration of a South African" badge



Note: This is an illustrative example only and the actual implementation design may differ

Addendum 2:

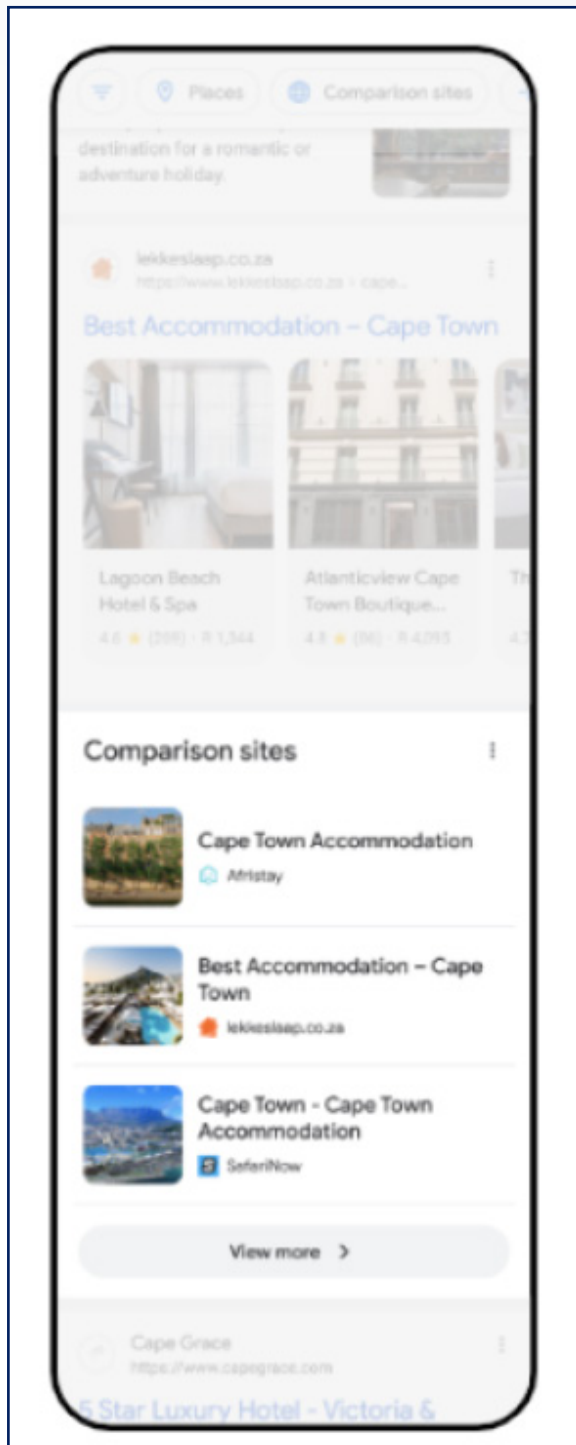
Illustration of a results filter for South African platforms



Note: This is an illustrative example only and the actual implementation design may differ

Addendum 3:

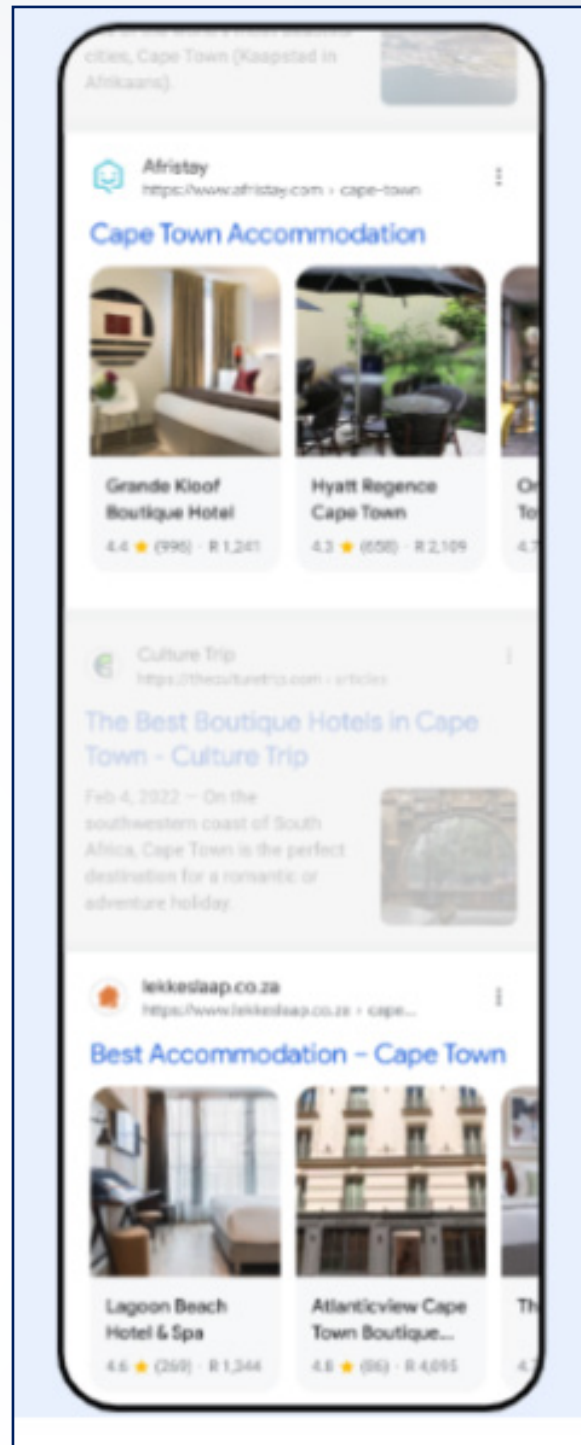
Illustration of an intermediation platform sites unit



Note: This is an illustrative example only and the actual implementation design may differ

Addendum 4:

Illustration of an augmented platform free search result



Note: This is an illustrative example only and the actual implementation design may differ

Addendum 5:

Extract of Article 5(4), 5(5), 6(5) and 6(12) of the Digital Markets Act

Article 5

Obligations for gatekeepers

4. The gatekeeper shall allow business users, free of charge, to communicate and promote offers, including under different conditions, to end users acquired via its core platform service or through other channels, and to conclude contracts with those end users, regardless of whether, for that purpose, they use the core platform services of the gatekeeper.

5. The gatekeeper shall allow end users to access and use, through its core platform services, content, subscriptions, features or other items, by using the software application of a business user, including where those end users acquired such items from the relevant business user without using the core platform services of the gatekeeper.

Article 6

Obligations for gatekeepers susceptible of being further specified under Article 8

5. The gatekeeper shall not treat more favourably, in ranking and related indexing and crawling, services and products offered by the gatekeeper itself than similar services or products of a third party. The gatekeeper shall apply transparent, fair and non-discriminatory conditions to such ranking.

12. The gatekeeper shall apply fair, reasonable, and non-discriminatory general conditions of access for business users to its software application stores, online search engines and online social networking services listed in the designation decision pursuant to Article 3(9).

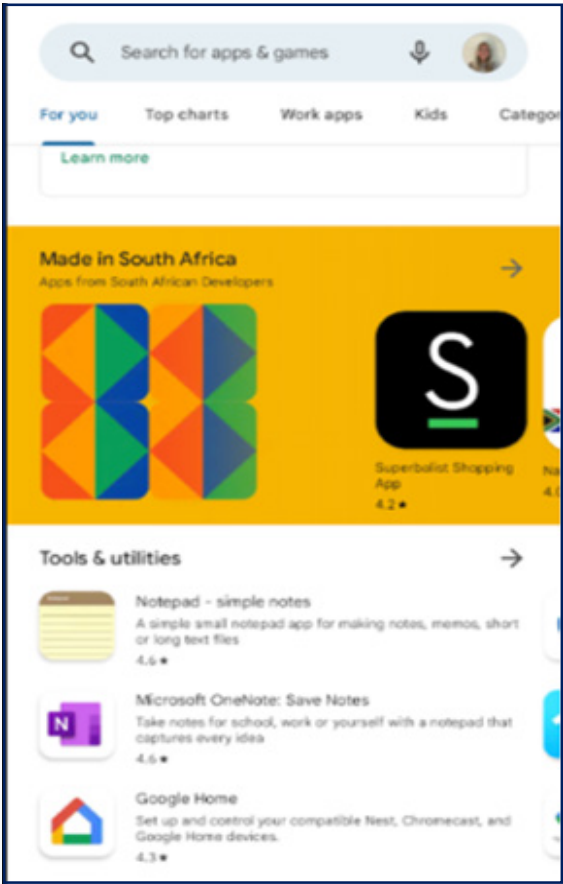
For that purpose, the gatekeeper shall publish general conditions of access, including an alternative dispute settlement mechanism.

The Commission shall assess whether the published general conditions of access comply with this paragraph.

Addendum 6:

Illustration of a curation of South African Apps on an application store

Note: This is an illustrative example only and the actual implementation design may differ



[2. BOOKING.COM B.V]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Booking.com B.V in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Accommodation provider"** means any establishment or group of establishments offering room/s within their establishment/s for short term rental to customers within the Republic of South Africa including, but not limited to, hotels, bed and breakfasts, guesthouses, villas, motels, backpackers, private house and apartments, and house and room shares.

2.2.3. **"Booking.com"** means Booking.com B.V, a subsidiary company of Booking Holdings Inc (Booking Holdings), a private limited company headquartered at Herengracht 597, Amsterdam 1017 CE, Netherlands

2.2.4. **"Commission"** means the Competition Commission of South Africa, a statutory

body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.5. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.6. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.7. **"Genius programme"** means Booking.com's loyalty programme designed to give eligible partners more exposure on the platform. Genius provides extra visibility through special tagging, ranking boosts, and various marketing investments from Booking.com.

2.2.8. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.

2.2.9. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.10. **"Month"** means a calendar month.

2.2.11. **"Narrow price parity"** means contractual terms that require accommodation providers listing on the Booking.com platform to publish or offer prices that are no worse than their own direct online booking channel.

2.2.12. **"Online Travel Intermediation Platform"** means a web or app-based marketplace that facilitates consumers booking of accommodation, flights, buses, activities

and car rentals online with a range of suppliers.

- 2.2.13. **"Parties"** means the Commission and Booking.com, or either one of the Commission and Booking.com should the context provide for the singular.
- 2.2.14. **"Preferred Partner"** programme means Booking.com's exclusive programme that gives greater visibility to the top 30% of its partners .
- 2.2.15. **"Preferred Plus"** programme means Booking.com's exclusive programme which is available only to the top 10% of Preferred Partners and is designed to boost visibility and bookings .
- 2.2.16. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.17. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 2.2.18. **"Wide price parity"** means contractual terms that require accommodation providers listing on the Booking.com platform to publish or offer prices that are no worse than any other Online Travel Intermediation Platforms.

3. REMEDIAL ACTIONS

- 3.1. Booking.com must, within one Month of the Effective Date, implement the following measures in respect of price parity clauses:
- 3.1.1. The removal of both wide and narrow price parity terms from all contracts with accommodation providers in South Africa.
- 3.1.2. The removal of both wide and narrow price parity as a requirement for participation in the Genius, Preferred Partner or Preferred Plus programmes, or any other membership programmes.

- 3.1.3. Not incentivise any conduct which has the same effect as a wide or narrow price parity term through the inclusion of price parity as a requirement for promotional or loyalty programmes, or as a factor in the ranking of product search results on the Booking.com platform.
- 3.1.4. Notify all South African accommodation providers, in writing, of the removal of the wide and the narrow price parity terms and explaining in a clear and unambiguous manner that they are no longer required to price accommodation on Booking.com at rates the same or higher than their direct online channel or any other Online Travel Intermediation Platform, including for participation in the Genius, Preferred Partner and Preferred Plus programmes.
- 3.2. For the avoidance of doubt, Booking.com must ensure that all future contracts with accommodation providers in South Africa or membership programmes do not contain wide and/or narrow price parity terms.
- 3.3. Booking.com must, within three Months of the Effective Date, put in place a substantial programme to provide funding of initiatives to identify, onboard, promote and grow accommodation establishments, activities and experiences provided by SMEs that are HDP-owned and HDP communities (HDP Programme) over three years.
- 3.4. Booking.com must notify accommodation providers, in writing, of the remedial actions contained in clauses 3.1 - 3.3 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

- 4.1. Booking.com must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. Booking.com must, within four Months of the Effective Date, and on an annual basis for three years from the Effective Date thereafter, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Booking.com, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with accommodation providers.
- 5.2. Booking.com must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Booking.com is not complying with the remedial actions, or part thereof, the Commission may first engage with Booking.com to determine whether there is non-compliance.
- 6.2. In the event of Booking.com's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Booking.com to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Booking.com's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Booking.com may apply to the Commission, on good cause shown, to vary these remedial actions.

- 7.2. Should Booking.com not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these remedial actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to
inquiryremedialaction@compcom.co.za.

[3. TAKEALOT ONLINE (RF) PROPRIETARY LIMITED]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Takealot Online (RF) (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings –

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"ARB"** means the Advertising Regulatory Board;

2.2.3. **"Buyer"** means any person employed in the Retail Division of Takealot Online (RF) Proprietary Limited who is tasked with sourcing products from suppliers for the purposes of reselling such products on the Takealot.com platform;

2.2.4. **"Code"** means the Code of Advertising Practice issued by the ARB which regulates the content of South African advertising;

2.2.5. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business

at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.6. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.7. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.8. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.

2.2.9. **"Gating" or "Gate"** means taking any measures designed to ensure that goods which are identical to those sold by Takealot on the Takealot.com platform are not also offered for sale by any Marketplace Sellers on the Takealot.com platform. Such measures do not include, for purposes of these remedial actions, any Mutually Agreed Exclusivities;

2.2.10. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.11. **"Marketplace Data"** means any commercial information of a sensitive nature which is not publicly available relating to any Marketplace Seller and solely derived from its activities on the Takealot.com platform. This information comprises: (i) lists of products sold, or offered for sale, by the Marketplace Seller on Takealot.com, (ii) lists of the prices at which those products are sold or offered for sale, (iii) the third parties that supply

- those products to the Marketplace Sellers, (iv) the volumes and value of such products sold in total, or during any period, (v) planned or actual participation by a Marketplace Seller in any promotional activity on the Takealot.com platform, (vi) Marketplace Seller costs on the Takealot.com platform, (vii) product availability and inventories of products, (viii) performance metrics for the Marketplace seller (e.g. cancellation rates, refunds), (ix) delivery times and related performance, and (x) consumer views on the Marketplace Seller's product listings;
- 2.2.12. **"Marketplace Seller"** means a merchant who has registered to sell goods to consumers on the Takealot.com platform, utilizing Takealot's sales fulfilment and related services;
- 2.2.13. **"Month"** means a calendar month.
- 2.2.14. **"Mutually Agreed Exclusivities"** means pre-orders and selective distribution arrangements between Takealot and its suppliers that are agreed to by both Takealot and the supplier.
- 2.2.15. **"Narrow price parity"** means contractual terms that require Marketplace Sellers listing on the Takealot platform to publish or offer prices that are no worse than their own direct online sales channel.
- 2.2.16. **"Parties"** means the Commission and Takealot, or either one of the Commission and Takealot should the context provide for the singular.
- 2.2.17. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.18. **"Takealot"** means Takealot Online (RF) Proprietary Limited (registration number: 2010/020248/07), a private company duly incorporated in accordance with the laws of the Republic with its registered place of business at 10 Rua Vasco Da Gama Place, Foreshore, Cape Town, Western Cape, 8001;
- 2.2.19. **"Takealot Retail"** means the own retail operations of Takealot on the Takealot.com platform;
- 2.2.20. **"Takealot Marketplace"** means the marketplace operations of Takealot on the Takealot.com platform;
- 2.2.21. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 2.2.22. **"Wide price parity"** means contractual terms that require Marketplace Sellers listing on the Takealot platform to publish or offer prices that are no worse than any other eCommerce platform.

3. REMEDIAL ACTIONS

(A) Remedial Actions relating to platform competition issues

- 3.1. Takealot must, within one Month of the Effective Date, implement the following:
- 3.1.1. Remove the narrow price parity clause (clause 6.7) from its business user terms and conditions.
- 3.1.2. Not incentivise any conduct which has the same effect as a narrow price parity term through the inclusion of price parity as a requirement for promotional or loyalty programmes, or as a factor in the ranking of product search results on the Takealot.com platform.
- 3.1.3. Takealot must notify all Marketplace Sellers, in writing, of the amendment to the terms and conditions that removes the narrow price parity clause and explaining in a clear and unambiguous manner that Marketplace Sellers are no longer required to price their products on Takealot the same or at levels no higher than on their own direct online website channel.
- 3.2. Takealot must ensure that all future contracts with Marketplace Sellers in South Africa do

not contain wide and/or narrow price parity terms.

(B) Remedial Actions relating to business user competition issues

Product Gating

- 3.3. As of the Effective Date, Takealot must not Gate products from Marketplace Sellers without the written request of the supplier and/or authorised distributor. Within 3 months from the Effective Date, Takealot will ensure that all Gating arrangements reached before the Effective Date are supported by at least the express written request from the relevant supplier or authorised distributor.

Separation of Takealot Retail from Takealot Marketplace

- 3.4. Immediately following the Effective Date, Takealot must implement an internal segregation of Takealot Marketplace from Takealot Retail and to restrict access by Takealot Retail to Marketplace Data.
- 3.4.1. Within three Months of the Effective Date, Takealot must establish separate, permanent divisions for Takealot Retail and Takealot Marketplace, with separate divisional manager positions for the Takealot Retail and Takealot Marketplace Divisions, both reporting to the CEO of Takealot;
- 3.4.2. Within one Month of the Effective Date, Takealot must amend the existing Takealot Employee Code of Conduct to record that Takealot will not prefer Takealot Retail over Takealot Marketplace and that Takealot will promote the prosperity of Marketplace Sellers and will not deliberately engage in conduct that unfairly or unlawfully harms them. The Takealot Employee Code of Conduct must be amended further to include a workplace rule against conduct which unfairly or unlawfully harms Marketplace Sellers, setting out adequate examples

of what such conduct includes. These amendments, with which employees must comply or face disciplinary consequences, must be communicated to all employees within one week of the amendments being affected. Takealot shall provide the Commission with the proposed amendments five Business Days prior to publishing amendments;

- 3.4.3. Within one Month of the Effective Date, Takealot must develop and communicate to its employees an internal Marketplace Data policy which (i) forbids the deliberate accessing of Marketplace Data by Buyers in the Takealot Retail team, and (ii) forbids the deliberate accessing of Marketplace Data (which includes Marketplace Seller-specific sales data but excludes product category aggregated sales data) by the Takealot private label team. Takealot must enforce the workplace rule and the amended Code of Conduct contemplated in 3.4.2 and must inform its employees that non-compliance with the internal Marketplace Data policy will be deemed conduct that deliberately harms or undermines Marketplace Sellers, and a contravention of the Code of Conduct.
- 3.4.4. Within twenty-four Months of the Effective Date, Takealot must undertake the necessary system developments to:
- 3.4.4.1. restrict access by any Buyer in the Takealot Retail team to any Marketplace Data; and
- 3.4.4.2. restrict access by employees in the Takealot private label brands team to Marketplace Seller specific data.
- 3.4.5. Takealot must maintain its "Speak Up Policy" ("SUP") for Marketplace Sellers that permits Marketplace Sellers to report allegations of unethical behaviour by Takealot employees to an independent third-party.
- 3.4.5.1. Within one Month of the Effective Date, the SUP must be amended to include in the definition of unethical behaviour, any conduct intended to unfairly and unlawfully harm or

- undermine Marketplace Sellers or any conduct that unfairly or unlawfully impedes their ability to succeed on the Takealot Platform. Takealot shall provide the Commission with the proposed amendments five Business Days prior to publishing amendments;
- 3.4.5.2. The amended SUP must be placed on the Marketplace Seller portal within five Days after it has been amended. Takealot must inform new Marketplace Sellers, during onboarding, about the SUP and how it operates. Takealot must send annual reminders, in writing, of the SUP to all Marketplace Sellers;
 - 3.4.5.3. The allegations must be investigated, assessed and feedback provided by the third-party service provider who administers the policy to ensure fairness.
 - 3.4.6. Within three Months of the Effective Date, Takealot must (i) implement a 60 calendar day dispute resolution process for any Marketplace Seller complaint that relates to disputes concerning customer returns of items purchased from Marketplace Sellers on the Takealot.com platform (see "Returns Process" below) and (ii) within twelve Months of the Effective Date, Takealot must implement a 60 calendar day dispute resolution process for any Marketplace Seller complaint that relates to alleged stock loss by a Marketplace Seller and the associated flow of funds (see "Stock Loss Process" below).
 - 3.4.6.1. Returns Process: If the complaint is not resolved within 60 calendar days then, provided that the Seller has engaged with Takealot.com in good faith to resolve the issue and has provided a reasonable basis of dispute, the complaint will be deemed to be resolved in favour of the Seller which must receive its percentage refund that it is entitled to in terms of the Seller terms and conditions, within one Day. The 60 calendar days will begin from the day on which the Seller logs/ submits the ticket relating to the dispute.
 - 3.4.6.2. Stock Loss Process: Takealot will generate

monthly inventory reports to give Sellers visibility of their stock movements in the last 30 calendar days and enable Sellers to raise stock loss disputes, subject to a stock loss allowance no higher than the retail industry standard applicable to the product category concerned. If the stock loss dispute is not resolved within 60 calendar days, then provided that the Seller has engaged with Takealot.com in good faith to resolve the issue and has provided a reasonable basis of dispute, the complaint will be deemed to be resolved in favour of the Seller which will be reimbursed within One Day for the lost item(s) in accordance with the Seller terms and conditions.

- 3.4.6.3. In either case if evidence emerges after the 60 calendar day period that would result in the dispute being resolved in Takealot's favour, then the payments must be reversed.

Buy Box

- 3.5. Within twelve Months of the Effective Date, Takealot must develop, design and implement an algorithm that must present the consumer users of the Takealot.com platform who conduct product searches with the two best offers in the "Buy Box" when it is the case that the identical product is available as an in-stock item as well as a lead-time item. Of the two offers, one offer must reflect the cheapest price offer for the product (regardless of delivery time) and the second offer must reflect the fastest delivery time for the product (regardless of whether the price is the cheapest);

Value Added Advertising

- 3.6. Takealot must, within three Months of the Effective Date, label all paid-for product search results on the Takealot.com platform, including sponsored advertisements (or similar value added paid-for advertising opportunities that may be introduced

during the period that this undertaking subsists) as “promoted” or “sponsored” or “Ad”. The label must have sufficient contrast to the background to be easily identifiable by all consumers.

- 3.7. Takealot must, within three Months of the Effective Date, publish a responsible advertising code on the Takealot.com platform. The code must reflect all the relevant long-established principles of lawful advertising as set out in the Code of Advertising Practice currently.

Undertakings relating to HDP and SME participation

Display and promotional advertising

- 3.8. Takealot must, within twenty-four Months of the Effective Date, develop a tool to manage mini advertising campaigns by SMEs for display advertising. Marketplace Sellers must be given the opportunity to make use of this as a paid-for service (subject to availability and on a first-come first-served basis), and access for SME's and/or HDP Marketplace Sellers will be on fair, reasonable and non-discriminatory terms.
- 3.9. From the Effective Date, Takealot must continue to offer R1000 worth of advertising credit to all new Marketplace Sellers to be utilised on sponsored ads or other paid-for advertising opportunities that may be introduced. In addition, as part of its onboarding and overall SME and HDP programme, Takealot must provide training on the optimal use of sponsored products by these Marketplace Sellers.

Onboarding and HDP support

- 3.10. Takealot must, within three Months of the Effective Date, curate a specific onboarding experience for HDP owned and controlled businesses that are eligible to trade on the Takealot marketplace platform (“HDP

Onboarding Support”) which support must entail:

- 3.10.1. establishing processes to identify HDPs from the pool of new Marketplace Sellers who apply to trade on the Takealot marketplace platform (“HDP Sellers”);
- 3.10.2. providing personalised assistance for onboarding HDP Sellers until the first successful shipment of their products to any of the Takealot distribution centres;
- 3.10.3. waiving monthly subscriptions fees for HDP Sellers who are so onboarded, for the first 3 Months;
- 3.10.4. offering R2,000 advertising credit for use in the first three Months to new HDP Sellers;
- 3.10.5. offering promotional rebates (encouraging organic discoverability) to HDP Sellers; and
- 3.10.6. promoting the inclusion of HDP Sellers in HDP-specific campaigns from time-to-time and promoting micro enterprises/ hand-made category.
- 3.11. Takealot must, within six Months of the Effective Date, scope, design and launch a programme for HDP Sellers, with a clear focus on black, female and/or rural businesses trading on the Takealot marketplace platform (“HDP Support Programme”) which programme must seek to achieve the following:
 - 3.11.1. Putting processes in place to assist HDP Sellers to apply for admission to the programme and create qualifying criteria to be part of the programme (qualifying factors could include sellers most in need of support, reliable supply of products, etc);
 - 3.11.2. Offering mentorship and skills development through a curated business course; and
 - 3.11.3. Identifying various initiatives that may assist HDP Sellers such as access to funding solutions,
- 3.12. Takealot must, within six Months of the Effective Date, conduct a need-state analysis to determine how best to further assist all

HDP Sellers on the marketplace platform which may result in additional educational tools/services to all HDP Sellers.

3.13. The Takealot HDP Onboarding Support and Support Programmes must be implemented for three years from the Effective Date and shall be reviewed by Takealot at the end of that three-year period to determine how it may be adjusted to ensure it is effective in promoting participation by independent HDP Sellers on the Takealot platform.

3.14. Takealot must notify Marketplace Sellers, in writing, of the Remedial Actions contained in clauses 3.1 – 3.13 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

4.1. Takealot must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

5.1. Takealot must within three Months of the Effective Date, and on an annual basis for three years from the Effective Date thereafter, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Takealot, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with Marketplace Sellers.

5.2. Takealot must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

6.1. If it appears that Takealot is not complying with the Remedial Actions, or part thereof, the Commission may first engage with Takealot to determine whether there is non-compliance.

6.2. In the event of Takealot's non-compliance with these remedial actions, or part thereof, the Commission may issue a notice in writing requiring Takealot to comply with these Remedial Actions within 10 Days thereof.

6.3. In the event of Takealot's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

7.1. Takealot may apply to the Commission, on good cause shown, to vary these remedial actions.

7.2. Should Takealot not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.

7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

[4. APPLE INC]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Apple Inc. in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings –

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Apple"** means Apple Inc., a public company headquartered at One Apple Park Way, Cupertino, California, United States of America.

2.2.3. **"Apple App Store"** means Apple's software application store.

2.2.4. **"Business user"** means any natural or legal person acting in a commercial or professional capacity using the South African Apple App Store services for the purpose of or in the course of providing goods or services to consumers;

2.2.5. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C),

the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.6. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.7. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.8. **"End user"** means any natural or legal person using the Apple App Store services other than as a business user;

2.2.9. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.

2.2.10. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.11. **"Month"** means a calendar month.

2.2.12. **"Parties"** means the Commission and Apple, or either one of the Commission and Apple should the context provide for the singular.

2.2.13. A **"South African App"** means an application developed by a South African Developer.

2.2.14. **"South African Apple App Store"** means the South African storefront of the Apple App Store.

2.2.15. A **"South African Developer"** means a firm developing their own commercial application funded by advertising, once-off payments or in-app payments based in South Africa and owned or controlled by South African persons.

2.2.16. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

3. REMEDIAL ACTIONS

3.1. Within one year of the Effective Date, on the South African Apple App Store, Apple must allow Business Users, free of charge, to communicate and promote offers, including under different conditions, to end users acquired via the South African Apple App Store services or through other channels, and to conclude contracts with those End Users, regardless of whether, for that purpose, they use the South African Apple App Store services of Apple.

3.2. Within one year of the Effective Date, on the South African Apple App Store, Apple must allow End Users to access and use free of charge, through the South African Apple App Store services, content, subscriptions, features or other items, by using the software application of a business user, including where those end users acquired such items from the relevant business user without using the South African Apple App Store services of Apple.

3.3. Within one year of the Effective Date, on the South African Apple App Store, Apple must apply fair, reasonable, and non-discriminatory general conditions of access for Business Users to the South African Apple App Store.

3.4. Apple must implement the following measures for apps available to South African Users in the South African Apple App Store.

3.4.1. provide a prominent curation of apps from South African Developers in the South African Apple App Store. Addendum 1

provides an illustration of what a potential South African filter may look like.

3.4.2. establish an advertisement credit programme for South African Developers, providing substantial credits and support for HDP South African Developers over three years on the South African storefronts.

3.5. From the Effective Date, Apple must provide the following support for all app developers for the Apple App Store storefront in South Africa for no fee:

3.5.1. Apple must promote awareness to developers displaying paid apps to South African Users of tools relating to sub-dollar pricing and market pricing analysis;

3.5.2. Apple must notify annually South African Developers of the availability of a 15% Apple App Store service fee tier.

3.6. Apple must notify business users, in writing, of the Remedial Actions contained in clauses 3.1 – 3.5 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

4.1. Apple must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

5.1. Apple must within four Months of the Effective Date, and on an annual basis for three years from the Effective Date thereafter, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Apple, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with business users.

- 5.2. Apple must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Apple is not complying with the remedial actions, or part thereof, the Commission may first engage with Apple to determine whether there is non-compliance.
- 6.2. In the event of Apple's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Apple to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Apple's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

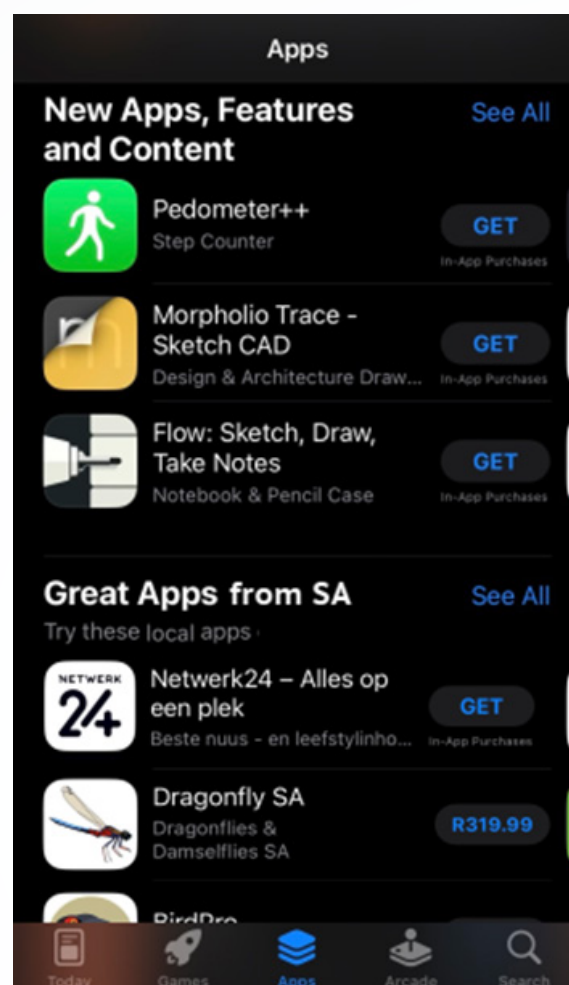
- 7.1. Apple may apply to the Commission, on good cause shown, to vary these remedial actions.
- 7.2. Should Apple not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to
inquiryremedialaction@compcom.co.za.

Addendum 1:

Illustration of a curation of South African Apps on an application store



[5. HOMEFIND24 PROPRIETARY LIMITED T/A PROPERTY24]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Homefind24 (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and vice versa;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"ARB"** means the Advertising Regulatory Board;

2.2.3. **"Average Cost-Per-Lead"** for a rate bucket means the Monthly cost of the rate bucket divided by the midpoint number of leads in the rate bucket. An example is provided in Addendum 2 and the formula is set out below:

$$\text{Average Cost Per Lead}_{\text{rate bucket}_i} = \frac{\text{Monthly cost}_{\text{rate bucket}_i}}{\text{Midpoint of lead range}_{\text{rate bucket}_i}}$$

$$\text{Midpoint of lead range}_{\text{rate bucket}_i} = \frac{\text{Lower lead range number}_{\text{rate bucket}_i} + \text{Upper lead range number}_{\text{rate bucket}_i}}{2}$$

2.2.4. **"Average Cost-Per-Listing"** for a rate bucket means the Monthly cost of the rate bucket divided by the midpoint number of listings in the rate bucket. An example of the calculations is provided on Addendum 4 and the formula is set out below:

$$\text{Average Cost Per Listing}_{\text{rate bucket}_i} = \frac{\text{Monthly cost}_{\text{rate bucket}_i}}{\text{Midpoint of listing range}_{\text{rate bucket}_i}}$$

$$\text{Midpoint of listing range}_{\text{rate bucket}_i} = \frac{\text{Lower listing range number}_{\text{rate bucket}_i} + \text{Upper listing range number}_{\text{rate bucket}_i}}{2}$$

- 2.2.5. **"Branded Listings"** means the Property24 package which enables estate agents to display their logo in exchange for a fee.
- 2.2.6. **"Code"** means the Code of Advertising Practice issued by the ARB which regulates the content of South African advertising;
- 2.2.7. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.
- 2.2.8. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 2.2.9. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.
- 2.2.10. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.
- 2.2.11. **"Independent Agent"** means an estate agent that is not a member or franchisee of an estate agency group with five or more premises
- 2.2.12. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.
- 2.2.13. **"Month"** means a calendar month.
- 2.2.14. **"Non-standard multi-year contracts"** means the bespoke Property24 subscription contracts negotiated individually with specific estate agents that provide for a specified annual increase in the subscription package over a multi-year term.
- 2.2.15. **"Online property classified platforms"** means web or app-based platforms that provide estate agents the ability to list their properties for sale or rental and for consumers to search and review properties from a wide variety of estate agents.
- 2.2.16. **"Parties"** means the Commission and Property24, or either one of the Commission and Property24 should the context provide for the singular.
- 2.2.17. **"PropCtrl"** means the syndication software service of Property24.
- 2.2.18. **"Property24"** means Homefind24 Proprietary Limited trading as Property24 (registration number: 2008/019235/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa with its registered place of business at 240 Main Road, Rondebosch, Cape Town, 7700
- 2.2.19. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.20. **"Standard for-sale subscription"** means an estate agent subscription to Property24 for the basic listing services for for-sale properties.
- 2.2.21. **"Standard multi-year package subscription contracts"** means the standard Property24 package subscription contracts offered to any estate agent that provide for a specified annual increase in the subscription package over a multi-year term.
- 2.2.22. **"Syndication software providers"** means those firms who offer software which permits the syndication of property listings on an estate agent's own websites and online property classified platforms.
- 2.2.23. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

2.2.24. **"VAS"** means value-added services in which the listing agent pays for a specific position or a ranking boost on the search results page.

2.2.25. **"Weighted Average Cost-Per-Lead"** means the weighted average cost-per-lead across rate buckets charged by Property24 calculated as the Average Cost-

Per-Lead of each rate bucket, weighted by the number of customers in the particular rate bucket in the 12 months prior to the annual increase in rates. An example of the Weighted Average Cost-Per-Lead calculations is presented in Addendum 3. The formula is set out below:

$$\text{Weighted Average Cost Per Lead} = \frac{\sum (\text{Average Cost Per Lead}_{\text{rate bucket}_i} \times \text{Number of customers}_{\text{rate bucket}_i})}{\sum \text{Number of customers}_i}$$

i = rate buckets range

2.2.26. **"Weighted Average Cost-Per-Listing"** means the weighted average cost-per-listing across rate buckets charged by Property24 calculated as the Average Cost-Per-Listing of each rate bucket, weighted by the number of customers in a particular rate bucket in the 12 months prior to the annual increase in rates. An example of calculating the Weighted Average Cost-Per-Listing is presented on Addendum 5. The formula is set out below:

$$\text{Weighted Average Cost Per Listing} = \frac{\sum (\text{Average Cost Per Listing}_{\text{rate bucket}_i} \times \text{Number of customers}_{\text{rate bucket}_i})}{\sum \text{Number of customers}_i}$$

i = rate buckets range

3. REMEDIAL ACTIONS

(A) Remedial Actions relating to platform competition issues

3.1. Multi-Year Contracts

3.1.1. Property24 must, within two Months of the Effective Date, phase out standard multi-year package subscription contracts.

3.1.2. Property24 must, within one year from the Effective Date, amend non-standard multi-year contracts to limit the duration of such agreements to no more than one year.

3.2. Interoperability

3.2.1. From the Effective Date, Property24 must cease charging a fee to feed-in agency

listings from other syndication software providers and online property classified platforms.

3.2.2. Property24 must, within six Months of the Effective Date, make available a Property24 Application Programming Interface (API) to facilitate third-party Syndication software providers to feed-in listings to Property24. Property24 must not place conditions on API access and integration.

3.2.3. Property24 must, within twelve Months of the Effective Date, put in place the functionality to feed out listings from PropCtrl to other online property classified platforms through API integration at no cost to estate agents or other online

- property classified platforms. Property24 must not place conditions on API access and integration by other online property classified platforms.
- 3.2.4. Property24 must, within twelve Months of the Effective Date, offer PropCtrl users the ability to select which online property classified platforms (that have completed API integration with the Property24 platform) they want to feed their listings to. The selection option must be presented in a simple and user-friendly manner. Addendum 1 provides an illustration of what a potential selection option provided to syndication software users may look like albeit without all third-party online property classified platforms listed. For the avoidance of doubt, Addendum 1 serves only as an illustrative example, and it is not prescribed that Property24 must present the selection options in this manner.
- 3.2.5. Property24 must, within twelve Months of the Effective Date, clearly and unambiguously notify estate agent clients of PropCtrl, in writing, of the functionality to feed their listings to those online property classified platforms that have completed API integration with the Property24 platform.
- (B) Remedial Actions relating to business user competition issues**
- 3.3. Small Independent Business Package (SIBP) for 30 or less leads
- 3.3.1. Property24 must, within six Months of the Effective Date, launch a SIBP to Independent Agencies, being estate agents (i) with 30 (thirty) or fewer monthly leads and 10 (ten) or fewer rental listings on Property24 for the twelve months prior to the annual fee increases ; and (ii) which sell houses with a median price of R4 million or less. Property24 must identify those estate agents currently listing on the Property24 platform that qualify for the SIBP and move them onto the SIBP rate structure.
- 3.3.2. Property24 must, within six Months of the Effective Date, charge the agents qualifying for the SIBP a weighted average cost per lead for standard for-sale subscriptions that is no more than 15% higher than the weighted average cost per lead paid by all other agents listing on the Property24 platform that do not qualify for the SIBP. In the event that a monthly fee for any existing rate band for under 30 leads is lower than the calculated monthly fee for the SIBP, the lower monthly fee will be applied to the SIBP.
- 3.3.3. Property24 must, within eighteen Months of the Effective Date, charge the agents qualifying for the SIBP a weighted average cost per lead for standard for-sale subscriptions that is no more than 10% higher than the weighted average cost per lead paid by all other agents listing on the Property24 platform that do not qualify for the SIBP. In the event that a monthly fee for any existing rate band for under 30 leads is lower than the calculated monthly fee for the SIBP, the lower monthly fee will be applied to the SIBP.
- 3.3.4. Property24 must, within six Months of the Effective Date, charge the agents qualifying for the SIBP a weighted average cost per listing for VAS and Branded Listings, that is no more than 15% higher than the weighted average cost per listing paid by all other agents listing on the Property24 platform that do not qualify for the SIBP.
- 3.3.5. Property24 must, within eighteen Months of the Effective Date, charge the agents qualifying for the SIBP a weighted average cost per listing for VAS and Branded Listings, that is no more than 10% higher than the weighted average cost per listing paid by all other agents listing on the Property24 platform that do not qualify for the SIBP.
- 3.4. Small Independent Rental Package (SIRP) for 10 or fewer rental only listings
- 3.4.1. Property24 must, within six Months of the Effective Date, launch a SIRP to Independent Agents with no for sale properties and 10 (ten) or fewer monthly

rental property listings on Property24 at any one time. Property24 must identify those rental agents currently listing on the Property24 platform that qualify for the SIRP and move them onto the SIRP rate structure.

- 3.4.2. Property24 must, within six Months of the Effective Date, charge the agents qualifying for the SIRP a weighted average cost per listing for rental listings that is no more than 15% higher than the weighted average cost per listing paid by all other agents listing on the Property24 platform that do not qualify for the SIRP.
- 3.4.3. Property24 must, within eighteen Months of the Effective Date, charge the agents qualifying for the SIRP a weighted average cost per listing for rental listings that is no more than 10% higher than the weighted average cost per listing paid by all other agents listing on the Property24 platform that do not qualify for the SIRP.

3.5. Marketing of SIBP and SIRP

- 3.5.1. Property24 must market the SIBP and SIRP in a manner that ensures that there is awareness in the estate agent sector, including measures designed to create awareness on the part of those agents that do not currently use Property24. This must include a dedicated page on the Property24 website explaining who qualifies and what the SIBP and SIRP includes, as well as a communication channel for those estate agents wishing to make use of the SIBP and SIRP.

3.6. Value Added Services (VAS)

- 3.6.1. Property24 must, within three Months of the Effective Date, label all VAS search results, including featured, premium and boosted listings, as "promoted" or "sponsored" or "Ad" within three Months of the Effective Date. The label must have sufficient contrast to the background to be easily identifiable by all consumers.
- 3.6.2. Property24 must, within three Months of the Effective Date, publish a responsible advertising code on the Property24 website. The code must reflect all the

relevant long-established principles of lawful advertising as set out in the Code.

(C) Remedial Actions relating to HDP participation

- 3.7. Property24 must, within three Months of the Effective Date, put in place benefits, as set out in 3.6 and 3.7 below, for Independent Agents owned or controlled by HDPs (HDP Benefits). The HDP Benefits will be made available to Independent Agents (and exclude all franchisees of estate agency groups of five offices or more) that have:
 - 3.7.1. Identified themselves as HDP within the meaning of section 3(2) of the Act;
 - 3.7.2. Been verified as such by Property24 through internal processes or a third-party service provider appointed by Property24 (Verified Independent HDP Agents).
- 3.8. Property24 must, within three Months of the Effective Date, offer the following HDP Benefits to Verified HDP Independent Agents, at no cost:
 - 3.8.1. Elective personalised training on how to get started on Property24;
 - 3.8.2. Access to continuous virtual product training;
 - 3.8.3. Site Creator website and mobi-site including design and support;
 - 3.8.4. Branded Listings;
 - 3.8.5. A bundle of 5 premium, 5 featured and 5 boosted listing VAS per month (on a use it or lose it basis);
 - 3.8.6. The Property24 Data Bronze level package; and
 - 3.8.7. Access to the Market Intelligence Report.
- 3.9. Property24 must provide Verified Independent HDP Agents that do not list with Property24 as at the Effective Date, with a twelve-month standard listings subscription free of charge.
- 3.10. Property24 must market the HDP Benefits in a manner that ensures that there is awareness in the estate agent sector (including measures designed to create awareness on the part of those agents that do not

currently use Property24). This will include a dedicated page on the site explaining who qualifies, what the HDP Benefits include and how to apply.

3.11. The Property24 HDP Benefits must be implemented for three years from the Effective Date and shall be reviewed at the end of that three-year period by Property24, at its own discretion, to determine how it may be adjusted to ensure it is effective in promoting participation by Verified Independent HDP Agents on the Property24 platform.

3.12. Property24 must notify estate agents, in writing, of the remedial actions contained in clauses 3.2 – 3.11 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

4.1. Property24 must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

5.1. Property24 must within four Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Property24, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with estate agents.

5.2. Property24 must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

6.1. If it appears that Property24 is not complying with the remedial actions, or part thereof, the Commission may first engage with Property24 to determine whether there is non-compliance.

6.2. In the event of Property24's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Property24 to comply with these Remedial Actions within 10 Days thereof.

6.3. In the event of Property24's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

7.1. Property24 may apply to the Commission, on good cause shown, to vary these Remedial Actions.

7.2. Should Property24 not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.

7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

Addendum 1:

Illustration of an online property classified platform selection option for syndication software users

Property Listing Syndication

Property 24 & SA Hometraders: ☒ Syndication Location Details

Publish Feature Notes: ☐

Publish Physical Address: ☐

Property 24 Mandate Expiry Date:

Property 24 Development Id:

Property 24 Zoning:

Private Property: ☒

Publish Physical Address: ☐

Listing To Expire After:

Gumtree: ☒

Property360: ☒

ImmoAfrica: ☒

Note: This is an illustrative example only and the actual implementation design may differ

Addendum 2:

Example of Average Cost Per Lead calculations

To calculate the Average Cost Per Lead for Bucket range of 1-10, for a house that is valued at less than R1.3million where the Monthly Cost Per Lead R535, the calculation is set out below.

$$\text{Midpoint of lead range}_{rate\ bucket_{1-10}} = \frac{10 + 1}{2} = 6$$

$$\text{Average Cost Per Lead}_{rate\ bucket_{1-10}} = \frac{R535}{6} = R89.2$$

Addendum 3:

Illustrative example of Weighted Average Cost Per Lead calculations

The example below illustrates the Weighted Average Cost Per Lead for sale properties that are evaluated to be worth less than R1.3 million, using illustrative numbers of customers. Property24 would apply the Weighted Average Cost Per Lead calculation across all the different house valuation categories (i.e., ≤ R1.3m, R1.3m-R2.5M, R2.5m-R4m).

Table 1: Weighted Average Cost Per Lead for properties that are for sale.

Lead Bucket	Midpoint Number	Monthly Cost	Illustrative Customer Numbers	Average Cost Per Lead	Average Cost Per Lead X Number of Customers
1 - 10	6	R535	100	R89,17	R8 916,67
11 - 30	21	R1 540	250	R73,33	R18 333,33
31 - 50	41	R2 366	150	R57,71	R8 656,10
51 - 150	101	R3 545	400	R35,10	R14 039,60
151 - 250	201	R4 262	150	R21,20	R3 180,60
251 - 500	376	R5 959	150	R15,85	R2 377,26
501 - 750	626	R7 377	50	R11,78	R589,22
751 - 1000	876	R8 574	30	R9,79	R293,63
1001 - 1500	1251	R11 120	20	R8,89	R177,78
> 1500	2405	R15 413	10	R6,41	R64,08
Total costs for leads					R56 628,26
Total customers					1310
Weighted Average Cost Per Lead					R43,23

$$\text{Weighted Average Cost Per Lead} = \frac{R56\,628.26}{1310} = R43.23$$

Addendum 4:

Example of Average Cost Per Listing

To calculate the Average Cost Per Listing, take the 1-10 listing range for property rentals where the monthly cost per listing is R274, the calculation is set out below:

$$\text{Midpoint of listing range}_{rate\,bucket_{1-10}} = \frac{1 + 10}{2} = 6$$

$$\text{Average Cost Per Listing}_{rate\,bucket_{1-10}} = \frac{R274}{6} = R45.67$$

Addendum 5:

Illustrative example of Weighted Average Cost Per Listing

An illustration of the Weighted Average Cost Per Listing calculation is presented below using rental listings rates for 2023 as well as illustrative numbers of customers.

Table 2: Weighted Average Cost Per Listing for property rentals, using 2023 rates.

Listing Bucket	Midpoint Number	Monthly Cost	Illustrative Customer Numbers	Average Cost Per Listing	Average Cost Per Listing X Customer Numbers
11 - 20	16	R510,00	500	R31,88	R15 937,50
21- 50	36	R1 108,00	500	R30,78	R15 388,89
51 - 100	76	R2 051,00	250	R26,99	R6 746,71
Unlimited	-	R20,40	100	R20,40	R2 040,00
Total costs for listings					R40 113,10
Total customers					1350
Weighted Average Cost Per Listing					R29.71

$$\text{Weighted Average Cost Per Listing} = \frac{R40\,113.10}{1\,350} = R29.71$$

[6. PRIVATE PROPERTY OF SOUTH AFRICA (PTY) LTD]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Private Property of South Africa (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"ARB"** means the Advertising Regulatory Board;

2.2.3. **"Code"** means the Code of Advertising Practice issued by the ARB which regulates the content of South African advertising;

2.2.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.5. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.6. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Ac.

2.2.7. **"Fusion"** means the syndication software service of Private Property.

2.2.8. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.

2.2.9. **"Independent Agency"** means an estate agent that is not a member of franchisee of an estate agency group with five or more premises

2.2.10. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.11. **"Month"** means a calendar month.

2.2.12. **"Online property classified platforms"** means web or app-based platforms that provide estate agents the ability to list their properties for sale or rental and for consumers to search and review properties from a wide variety of estate agents.

2.2.13. **"Parties"** means the Commission and Private Property, or either one of the Commission and Private Property should the context provide for the singular.

2.2.14. **"Private Property"** means Private Property of South Africa (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic with its registered

place of business at 21 Richefond Circle, Umhlanga Ridge, KwaZulu-Natal.

2.2.15. **"Syndication software providers"** means software which permits the syndication of property listings on estate agent own websites and online property classified platforms.

2.2.16. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

2.2.17. **"VAS"** means value-added services in which the listing agent pays for a specific position or a ranking boost on the search results page.

3. REMEDIAL ACTIONS

(A) Remedial Actions relating to platform competition issues

3.1. Private Property must, by the end of 2023, cease charging a fee to feed-in agency listings from other Syndication software providers and online property classified platforms.

3.2. Private Property must, within six Months of the Effective Date, make available a Private Property Application Programming Interface (API) to facilitate third-party Syndication software providers to feed-in listings to Private Property. Private Property shall not place conditions on API access and integration.

3.3. Private Property must, within twelve Months of the Effective Date, put in place the functionality to feed out listings from Fusion to other Online property classified platforms through API integration at no cost to estate agents or other Online property classified platforms. Private Property must not place conditions on API access and integration by other online property classified platforms.

3.4. Private Property must, within twelve Months of the Effective Date, offer Fusion users the ability to select which Online property classified platforms (that have completed API integration with Fusion) they want to feed their listings to. Addendum 1 provides an illustration of what a potential selection option provided to syndication software users may look like albeit without all third party online property classified platforms listed. For the avoidance of doubt, Addendum 1 serves only as an illustrative example, and it is not prescribed that Fusion must present the selection options in this manner.

3.5. Private Property must, within twelve Months of the Effective Date, clearly and unambiguously notify estate agent clients of Fusion, in writing, of the functionality to feed their listings to all online property classified platforms that have completed API integration with Fusion.

(B) Remedial Actions relating to business user competition issues

3.6. Private Property must, within six Months of the Effective date, label all VAS results as "promoted" or "sponsored" or "Ad" within three Months of the Effective Date. The label must have sufficient contrast to the background to be easily identifiable by all consumers.

3.7. Private Property must, within six Months of the Effective Date, publish a responsible advertising code on the Private Property website. The code must reflect all the relevant long-established principles of lawful advertising as set out in the Code of Advertising Practice currently.

3.8. Private Property must notify estate agents, in writing, of the Remedial Actions contained in clauses 3.1 – 3.7 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

- 4.1. Private Property must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. Private Property must within six Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Private Property, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with estate agents.
- 5.2. Private Property must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Private Property is not complying with the remedial actions, or part thereof, the Commission may first engage with Private Property to determine whether there is non-compliance.
- 6.2. In the event of Private Property's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Private Property to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Private Property's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Private Property may apply to the Commission, on good cause shown, to vary these Remedial Actions.
- 7.2. Should Private Property not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

Addendum 1:

Illustration of an online property classified platform selection option for syndication software users

The screenshot shows a web form titled "Property Listing Syndication". It contains several sections of options for users to select. The first section, "Property 24 & SA Hometraders:", includes checkboxes for "Syndication Location Details" (checked), "Publish Feature Notes:", and "Publish Physical Address:". The second section, "Property 24 Mandate Expiry Date:", has a calendar icon and an input field. The third section, "Property 24 Development Id:", has a text input field. The fourth section, "Property 24 Zoning:", has a dropdown menu. The fifth section, "Private Property:", includes a checked checkbox, a "Publish Physical Address:" checkbox, and a "Listing To Expire After:" dropdown set to "12 months". The final section lists three platforms: "Gumtree:", "Property360:", and "ImmoAfrica:", each with a checked checkbox.

Property Listing Syndication	
Property 24 & SA Hometraders:	☒ Syndication Location Details
Publish Feature Notes:	☐
Publish Physical Address:	☐
Property 24 Mandate Expiry Date:	
Property 24 Development Id:	
Property 24 Zoning:	----- ▼
Private Property:	☒
Publish Physical Address:	☐
Listing To Expire After:	12 months ▼
Gumtree:	☒
Property360:	☒
ImmoAfrica:	☒

Note: This is an illustrative example only and the actual implementation design may differ

[7. PROPDATA (PTY) LTD]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to PropData (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.3. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.4. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.5. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.6. **"Month"** means a calendar month.

2.2.7. **"Online property classified platforms"** means web or app-based platforms that provide estate agents the ability to list their properties for sale or rental and for consumers to search and review properties from a wide variety of estate agents.

2.2.8. **"Parties"** means the Commission and PropData, or either one of the Commission and PropData should the context provide for the singular.

2.2.9. **"PropData"** means Propdata (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic with its registered place of business at 12 Hillside Cres, Pinetown, KwaZulu-Natal.

2.2.10. **"Syndication software"** means those firms who offer software which permits the syndication of property listings on estate agent own websites and online property classified platforms.

2.2.11. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

3. REMEDIAL ACTIONS

3.1. PropData must, within twelve Months of the Effective Date, put in place the functionality

to feed out listings from PropData to other online property classified platforms through Application Programme Interface (API) integration at no cost to estate agents or other online property classified platforms. PropData must not place conditions on API access and integration by other online property classified platforms.

- 3.2. PropData must, within twelve Months of the Effective Date, offer PropData Syndication software users the ability to select which online property classified platforms (that have completed API integration with the PropData platform) they want to feed their listings to. Addendum 1 provides an illustration of what a potential selection option provided to Syndication software users may look like albeit without all third party online property classified platforms listed. For the avoidance of doubt, Addendum 1 serves only as an illustrative example, and it is not prescribed that PropData must present the selection options in this manner.
- 3.3. PropData must, within twelve Months of the Effective Date, clearly and unambiguously notify estate agent clients of PropData, in writing, of the functionality to feed their listings to those online property classified platforms that have completed API integration with the PropData platform.

4. DURATION

- 4.1. PropData must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. PropData must within twelve Months of the Effective Date provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of PropData, confirming compliance with

clause 3 above, along with copies of the communication, contemplated in clause 3 above, with estate agents.

- 5.2. PropData must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that PropData is not complying with the remedial actions, or part thereof, the Commission may first engage with PropData to determine whether there is non-compliance.
- 6.2. In the event of PropData's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring PropData to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of PropData's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. PropData may apply to the Commission, on good cause shown, to vary these Remedial Actions.
- 7.2. Should PropData not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, premised a significant change in market circumstances, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

Addendum 1:

Illustration of an online property classified platform selection option for syndication software users

The screenshot shows a web form titled "Property Listing Syndication". It contains several sections with checkboxes and input fields:

- Property 24 & SA Hometraders:**
 - ☒ Syndication Location Details
 - ☐ Publish Feature Notes:
 - ☐ Publish Physical Address:
- Property 24 Mandate Expiry Date:** A date picker icon followed by an empty text input field.
- Property 24 Development Id:** An empty text input field.
- Property 24 Zoning:** A dropdown menu showing "*****" and a downward arrow.
- Private Property:**
 - ☒ Private Property:
 - ☐ Publish Physical Address:
- Listing To Expire After:** A dropdown menu showing "12 months" and a downward arrow.
- Gumtree:** ☒
- Property360:** ☒
- ImmoAfrica:** ☒

Note: This is an illustrative example only and the actual implementation design may differ

[8. HOMEFIND24 PROPRIETARY LIMITED T/A AUTOTRADER]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Homefind24 (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"ARB"** means the Advertising Regulatory Board

2.2.3. **"Autotrader"** means Homefind24 Proprietary Limited trading as Autotrader (registration number: 2008/019235/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa with its registered place of business at 240 Main Road, Rondebosch, Cape Town, 7700

2.2.4. **"Branded Listings"** means the Autotrader package which enables dealers to display their logo in exchange for a fee.

2.2.5. **"Code"** means the Code of Advertising Practice issued by the ARB which regulates the content of South African advertising

2.2.6. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.7. **"Average Cost-per-listing"** for a rate band means the Monthly cost of the rate band divided by the midpoint of the listing range in the rate band. An example is shown on Addendum 1 and the formula is set out below:

$$\text{Average Cost Per Listing}_{\text{rate band}_i} = \frac{\text{Monthly fee}_{\text{rate band}_i}}{\text{Midpoint of listing range}_{\text{rate band}_i}}$$

$$\text{Midpoint of listing range}_{\text{rate band}_i} = \frac{\text{Lower listing range number}_{\text{rate band}_i} + \text{Upper listing range number}_{\text{rate band}_i}}{2}$$

2.2.8. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.9. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

- 2.2.10. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.
- 2.2.11. **"Independent Dealer"** means an automotive dealer that is not a member or franchisee of a dealer group or automobile manufacturer (OEM) or automobile rental group with five or more premises
- 2.2.12. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.
- 2.2.13. **"Month"** means a calendar month.
- 2.2.14. **"Parties"** means the Commission and Autotrader, or either one of the Commission and Autotrader should the context provide for the singular.
- 2.2.15. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.16. **"Stand-Out Listings"** means the Autotrader package which enables dealers to get a richer and larger display for their listing in exchange for a fee.
- 2.2.17. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 2.2.18. **"VAS"** means value-added services in which the listing dealer pays for a specific position or a ranking boost on the search results page.
- 2.2.19. **"Weighted Average Cost-Per-Listing"** means the weighted average cost-per-listing across rate bands calculated by the Average Cost-Per-Listing charged by Autotrader across different rate bands weighted by the customer numbers in those rate bands in the 12 months prior to the annual increase in rates. The formula is shown below and example is presented on Addendum 2:

$$\text{Weighted Average Cost Per Listing} = \frac{\sum (\text{Customer Count}_{\text{rate band}_i} \times \text{Average Cost Per Listing}_{\text{rate band}_i})}{\sum \text{Customer Count}_i}$$

i = rate bands range

3. REMEDIAL ACTIONS

(A) Remedial Actions relating to business user competition issues

- 3.1. Small Independent Business Package (SIBP) for 20 or less listings
- 3.1.1. Autotrader must, within six Months of the Effective Date, launch a SIBP to Independent Dealers with 20 (twenty) or fewer listings on Autotrader for the twelve months prior to the annual fee increases. Autotrader must identify those dealers currently listing on the Autotrader platform that qualify for the SIBP and move them onto the SIBP rate structure.
- 3.1.2. Autotrader must, within six Months of the Effective Date, charge the dealers qualifying for the SIBP a weighted average cost per listing for standard subscriptions that is no more than 15% higher than the weighted average cost per listing paid by all other dealers listing on the Autotrader platform that do not qualify for the SIBP.
- 3.1.3. Autotrader must, within eighteen Months of the Effective Date, charge the dealers qualifying for the SIBP a weighted average cost per listing for standard subscriptions that is no more than 10% higher than the

- weighted average cost per listing paid by all other dealers listing on the Autotrader platform that do not qualify for the SIBP.
- 3.1.4. Autotrader must, within six Months of the Effective Date, charge the dealers qualifying for the SIBP a weighted average cost per listing for VAS that is no more than 15% higher than the weighted average cost per listing paid by all other dealers listing on the Autotrader platform that do not qualify for the SIBP.
 - 3.1.5. Autotrader must, within eighteen Months of the Effective Date, charge the dealers qualifying for the SIBP a weighted average cost per listing for VAS that is no more than 10% higher than the weighted average cost per listing paid by all other dealers listing on the Autotrader platform that do not qualify for the SIBP.
 - 3.1.6. Autotrader must, within six Months of the Effective Date, charge the dealers qualifying for the SIBP a weighted average cost per listing for Branded and Stand-Out Listings that is no more than 15% higher than the weighted average cost per listing paid by all other dealers listing on the Autotrader platform that do not qualify for the SIBP.
 - 3.1.7. Autotrader must, within eighteen Months of the Effective Date, charge the dealers qualifying for the SIBP a weighted average cost per listing for Branded and Stand-Out Listings that is no more than 10% higher than the weighted average cost per listing paid by all other dealers listing on the Autotrader platform that do not qualify for the SIBP.
- 3.2. Marketing of SIBP
 - 3.2.1. Autotrader must market the SIBP in a manner that ensures that there is awareness in the automotive dealer sector, including measures designed to create awareness on the part of those dealers that do not currently use Autotrader. Autotrader must include a dedicated page on the Autotrader website explaining who qualifies for the SIBP, what benefits the SIBP provides, as well as a communication channel for those dealers wishing to make use of the SIBP.

3.3. Value Added Services (VAS)

- 3.3.1. Autotrader must, within three Months of the Effective Date, label all VAS search results as "promoted" or "sponsored" or "Ad" within three Months of the Effective Date. The label must have sufficient contrast to the background to be easily identifiable by all consumers.
- 3.3.2. Autotrader must, within three Months of the Effective Date, publish a responsible advertising code on the Autotrader website. The code must reflect all the relevant long-established principles of lawful advertising as set out in the Code.

(B) Remedial Actions relating to HDP participation

- 3.4. Autotrader must, within three Months of the Effective Date, put in place benefits for Independent Dealers owned or controlled by HDPs (HDP Benefits). The HDP Benefits will be made available to Independent Dealers (and exclude all franchisees of dealer groups of five premises or more) that have:
 - 3.4.1. Identified themselves as HDP within the meaning of section 3(2) of the Act;
 - 3.4.2. Been verified as such by Autotrader through internal processes or a third-party service provider appointed by Autotrader (Verified Independent HDP Dealers).
- 3.5. Autotrader must, within three Months of the Effective Date, offer the following HDP Benefits to Verified Independent HDP Dealers, at no cost:
 - 3.5.1. personalised documented workshops and consultations with experts within Autotrader, including in respect of marketing cars, social media use, brand building, vehicle valuation, best practice when buying cars, etc;
 - 3.5.2. invitations to all DMC events held by Autotrader; and
 - 3.5.3. assistance from Autotrader with the initial upload and photography of cars to Autotrader through its 'Manage' platform.

- 3.6. Autotrader must, within three Months of the Effective Date, offer the following HDP Benefits to Verified Independent HDP Dealers:
 - 3.6.1. an upgrade to (i) Premium (includes Stand Out and Dealer Branding); (ii) Featured Listing; and/or (iii) Featured Dealer at no additional cost; and
 - 3.6.2. 50% discount on Instant Offer.
- 3.7. Autotrader must, within three Months of the Effective Date, offer the following HDP benefits to verified HDPs, that do not yet list on Autotrader as at the Effective Date:
 - 3.7.1. standard listings subscription for free for twelve Months;
 - 3.7.2. the option to upgrade to Premium (including Stand Out and Dealer Branding) at the cost of the Standard Listings subscription; and
 - 3.7.3. 50% discount on Instant Offer.
- 3.8. Autotrader must market the HDP Benefits in a manner that ensures that there is awareness by all dealers (including those dealers that do not currently use Autotrader). This will include a dedicated page on the site explaining who qualifies, what the HDP Benefits includes and how to apply.
- 3.9. The Autotrader HDP Benefits must be implemented for three years from the Effective Date and shall be reviewed at the end of that three-year period by Autotrader, at its own discretion, to determine how it may be adjusted to ensure it is effective in promoting participation by Verified Independent HDP Dealers on the Autotrader platform.
- 3.10. Autotrader must notify business users, in writing, of the Remedial Actions contained in clauses 3.1 – 3.9 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

- 4.1. Autotrader must implement the remedial actions set out above within the specified

time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. Autotrader must within four Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Autotrader, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with business users.
- 5.2. Autotrader must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Autotrader is not complying with the remedial actions, or part thereof, the Commission may first engage with Autotrader to determine whether there is non-compliance.
- 6.2. In the event of Autotrader's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Autotrader to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Autotrader's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Autotrader may apply to the Commission, on good cause shown, to vary these Remedial Actions.

7.2. Should Autotrader not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.

7.3. Any deadline in these Remedial Actions may

be extended by agreement between the Parties.

8. CORRESPONDENCE

8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

Addendum 1:

Example of Average Cost-per-listing calculation

For example, the Average Cost-per-listing for the 1-20 rate band for Gauteng 2023 rate card where the monthly fee is R7 043 is set out below.

$$\text{Midpoint listing number}_{\text{rate band}_{1-20}} = \frac{20 + 1}{2} = 11 \quad \text{Average Cost Per Listing}_{\text{rate band}_{1-20}} = \frac{R7\,043}{11} = R640$$

Addendum 2:

Illustrative example of Weighted Average Cost-Per-Listing

In terms of the Weighted Average Cost-per-Listing, an illustrative example of the calculations for the 2023 Gauteng rate band for car dealers with more than 20 listings, using illustrative customer numbers, is set out below on table 1.

Table 1: Weighted Average costs, Gauteng rate 2022

Product Description (Item & Display Name)	Listings Band	Illustrative Customer numbers	Average Cost per listing	Avg. CPL x customers
Cars (Used) Standard Subscription 60 Gauteng	21-60	200	R348	R69 600
Cars (Used) Standard Subscription 120 Gauteng	61-120	100	R234	R23 400
Cars (Used) Standard Subscription 350 Gauteng	121-350	50	R120	R6 000
Total		350		R99 000
Weighted average cost per listing				R283

$$\text{Weighted Average Cost per Listing} = \frac{(200 \times R348) + (100 \times R234) + (50 \times R120)}{200 + 100 + 50}$$

$$\text{Weighted Average Cost per Listing} = \frac{R69\,600 + R23\,400 + R6\,000}{350}$$

$$\therefore \text{Weighted Average Cost per Listing} = R283$$

[9. CARS ON THE INTERNET (PTY) LTD TRADING AS CARS.CO.ZA]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Cars on the Internet (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

- 2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;
- 2.2. the following expressions shall, unless otherwise stated or inconsistent with

the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

- 2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.
- 2.2.2. **"ARB"** means the Advertising Regulatory Board;
- 2.2.3. **"Average Cost-per-listing"** for a Listing Package (e.g. the Blue Package) means the Monthly cost of the Listing Package as paid by the dealer divided by the total number of concurrent Listings provided in the Listing Package per Month. An example is provided on Addendum 1 and the formula is set out below:

$$\text{Average Cost Per Listing Listing Package}_i = \frac{\text{Monthly cost Listing Package}_i}{\text{Monthly concurrent Listing limit Listing Package}_i}$$

- 2.2.4. **"Blue Package"** means the Blue Listing Package of Cars.co.za, with a Monthly concurrent Listing limit of 40 Listings and the option of up to two 10 listing Bolt-ons to qualifying automotive dealers as of the Effective date, including any successor, replacement or rebranded Listing Package providing the same or similar features and concurrent Listing limits.
- 2.2.5. **"Bolt-on Package"** means the Bolt-on Listing Package of Cars.co.za, provided to qualifying Automotive Dealers as of the Effective Date, including any successor, replacement or rebranded Listing Packages providing the same or similar features and concurrent Listing limits.
- 2.2.6. **"Cars.co.za"** means Cars on the Internet Proprietary Limited t/a Cars.co.za

(registration number: 2016/041496/07), a private company duly incorporated in accordance with the laws of the Republic with its registered place of business at: Suite 1a, 2nd Floor, Bedford Square, Corner Smith and Van der Linde Roads, Bedfordview, Johannesburg, 2007

- 2.2.7. **"Code"** means the Code of Advertising Practice issued by the ARB which regulates the content of South African advertising
- 2.2.8. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

- 2.2.9. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 2.2.10. **"Dynamite Package"** means the Dynamite Listing Package of Cars.co.za, with a Monthly concurrent Listing limit of 10 Listings and the option of one 10 listing Bolt-on to qualifying automotive dealers as of the Effective date, including any successor, replacement or rebranded Listing Package providing the same or similar features and concurrent Listing limits.
- 2.2.11. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.
- 2.2.12. **"Flexi Package"** means the Flexi listing package of Cars.co.za, with a Monthly concurrent Listing limit of 5 Listings and the option for 3, 5 and 10 Listing bolt-ons to qualifying automotive dealers as of the Effective date, including any successor, replacement or rebranded Listing Package providing the same or similar features and concurrent Listing limits.
- 2.2.13. **"Green Package"** means the Green listing package of Cars.co.za, with a Monthly concurrent Listing limit of 150 Listings and the option of any combination of 10 listing Bolt-ons or 50 listing Top-ups to qualifying automotive dealers as of the Effective date, including any successor, replacement or rebranded Listing Package providing the same or similar features and concurrent Listing limits.
- 2.2.14. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.
- 2.2.15. **"Independent Dealer"** means an automotive dealer that is not a member or franchisee of a dealer group or automobile manufacturer (OEM) or automobile rental group with five or more premises;
- 2.2.16. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.
- 2.2.17. **"Listing Package"** means the standard listing package of Cars.co.za which enables an Automotive Dealer to concurrently advertise a set number of passenger vehicles (cars) per Month ("Listings"), provided to qualifying Automotive Dealers as of the Effective Date.
- 2.2.18. **"Month"** means a calendar month.
- 2.2.19. **"Parties"** means the Commission and Cars.co.za, or either one of the Commission and Cars.co.za should the context provide for the singular.
- 2.2.20. **"Premium Package"** means the Premium Package of Cars.co.za, which enables an Automotive Dealer already subscribing to a Listing Package to further augment its presence on the Cars.co.za platform, as provided to qualifying Automotive Dealers as of the Effective Date and including any successor, replacement or rebranded packages providing the same or similar features. For the avoidance of doubt, the Premium Package is not a VAS.
- 2.2.21. **"Red Package"** means the Red listing package of Cars.co.za, with a Monthly concurrent Listing limit of 100 Listings and the option of up to two 10 listing slot bolt-ons to qualifying automotive dealers as of the Effective date, including any successor, replacement or rebranded packages providing the same or similar features.
- 2.2.22. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.23. **"Top-up Package"** means the Top-up Listing Package of Cars.co.za, provided to qualifying Automotive Dealers as of the

Effective Date, including any successor, replacement or rebranded Listing Packages providing the same or similar features and concurrent Listing limits.

2.2.24. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

2.2.25. **"VAS"** means value-added services in which the listing dealer pays for a specific

position or a ranking boost on the search results page.

2.2.26. **"Weighted Average Cost-Per-Listing of Non-SME Packages"** means the Average Cost-per-listing charged by Cars.co.za across the Blue, Red and Green Packages, including the Bolt-on and Top-up Packages, weighted by the customer numbers for those Listing Packages in the 12 Months prior to the announcement of the annual increase in Listing Package rates. An example is provided on Addendum 2 and the formula is set below:

$$\text{Weighted Average Cost Per Listing of Non - SME Packages} = \frac{\sum (\text{Customer Count}_{\text{Listing Package}_i} \times \text{Average Cost Per Listing}_{\text{Listing Package}_i})}{\sum \text{Total Customer Count}_i}$$

i = Listing Packages (i.e., Blue, Red, Green including the available Bolt – on and Top – up Packages)

3. REMEDIAL ACTIONS

(A) Remedial Actions relating to business user competition issues

3.1. Cars.co.za must, within seven Months of the Effective Date, reduce the Average Cost-per-listing for Independent Dealers on the Flexi and Dynamite Packages to within 15% of the Weighted Average Cost-per-listing of Non-SME Packages, including the price of Bolt-on Packages that can be purchased with the Flexi and Dynamite Packages.

3.2. Cars.co.za must, within nineteen Months of the Effective Date, reduce the Average Cost-per-listing for Independent Dealers on the Flexi and Dynamite Packages to within 10% of the Weighted Average Cost-per-listing of Non-SME Packages, including the price of Bolt-on Packages that can be purchased with the Flexi and Dynamite Packages.

3.3. Cars.co.za must, within seven Months of the Effective Date, affect changes to the

premium package such that it is available to the Flexi and Dynamite Packages. Additionally, Cars.co.za must, within seven Months of the Effective Date, affect changes to the Premium Package such that the cost of the Premium Package is determined with reference to the cost of the associated Listing Package, by applying a consistent percentage or ratio, including the price of Bolt-on Packages that can be purchased.

3.4. In the event that Cars.co.za offers VAS, such as paid for position and/or sponsored ranking packages or services in future, Cars.co.za must label all paid results that impact on and/or influence ranking as "promoted" or "sponsored" or "Ad". The label must have sufficient contrast to the background to be easily identifiable by all consumers.

3.5. Cars.co.za must, within three Months of the Effective Date, publish a responsible advertising code on the Cars.co.za website. The code must reflect all the relevant long-established principles of lawful advertising

as set out in the Code of Advertising Practice currently.

(B) Remedial Actions relating to HDP participation

- 3.6. Cars.co.za must, within six Months of the Effective Date, put in place a benefits for Independent Dealers owned or controlled by HDPs (HDP Benefits). The HDP Benefits will be made available to Verified Independent HDP Dealers that have:
- 3.6.1. Identified themselves as HDP within the meaning of section 3(2) of the Act;
 - 3.6.2. Been verified as such by Cars.co.za through internal processes or a third-party service provider appointed by Cars.co.za; and
 - 3.6.3. Subscribe to either the Flexi Package, Dynamite Package or Blue Package on the Cars.co.za platform.
- 3.7. For a period of three years, Cars.co.za will offer Verified Independent HDP Dealers at no additional cost:
- 3.8.1. The opportunity to enrol in a Cars.co.za dealership training programme;
 - 3.8.2. The opportunity to participate in a Cars.co.za mentorship and coaching programme; and
 - 3.8.3. An upgrade to a Premium Package at no additional cost for a period of 12 Months.
- 3.9. Verified Independent HDP Dealers enrolling and participating in the dealership training programme and mentorship and coaching programme shall be offered the following additional benefit(s) for a period of three years:
- 3.9.1. A rebate and/or credit amounting to two times the Verified Independent HDP Dealer's Monthly Listing Package cost, at the end of the 12th month period, which can be applied to any Cars.co.za products, including the Listing Package, Premium Package, car specials or banner packages.
- 3.10. Cars.co.za must market the HDP Benefits in

a manner that ensures there is awareness within its current dealers and dealers that do not use Cars.co.za. This will include a dedicated page on its website explaining which dealers qualify, what the HDP Benefits include and how to apply.

- 3.11. The Cars.co.za HDP Benefits must be implemented for three years from the Effective Date and shall be reviewed by Cars.co.za at the end of that three-year period to determine how it may be adjusted to ensure it is effective in promoting participation by Verified Independent HDP Dealers on the Cars.co.za platform.
- 3.12. Cars.co.za must notify dealers, in writing, of the Remedial Actions contained in clauses 3.1 – 3.11 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

- 4.1. Cars.co.za must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. Cars.co.za must within seven Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Cars.co.za, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with dealers.
- 5.2. Cars.co.za must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Cars.co.za is not complying with the remedial actions, or part thereof, the Commission may first engage with Cars.co.za to determine whether there is non-compliance.
- 6.2. In the event of Cars.co.za's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Cars.co.za to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Cars.co.za's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Cars.co.za may apply to the Commission, on good cause shown, to vary these Remedial Actions.
- 7.2. Should Cars.co.za not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to
inquiryremedialaction@compcom.co.za.

Addendum 1:

Example of Average Cost-per-listing calculation

To calculate the Average Cost Per Listing we use the Flexi Listing Package as an example, the package permits a total of number 5 concurrent monthly listing slots for a Monthly cost of R1 600, the Average Cost Per Listing for the package is calculated below:

$$\text{Average Cost Per Listing}_{\text{Listing Package Flexi}} = \frac{R1\ 600}{5} = R320$$

Addendum 2:

Illustration of the Weighted Average Cost-Per-Listing of Non-SME Packages calculation

An illustration of the Weighted Average Cost-Per-Listing of Non-SME Packages is set below using the monthly costs of the listing packages, total number of concurrent listings and illustrative customer numbers on the respective Red, Blue and Green packages for Gauteng dealers.

Table 1: Weighted Average Cost-Per-Listing for nNona Gauteng dealer

Package	Monthly cost	Total number of concurrent Listings	Illustrative Customer Count	Average Cost Per Listing	Customer Count X Average Cost Per Listing
Blue	R8 300	40	3 000	R207,50	R622 500,00
Red	R14 470	100	1 000	R144,70	R144 700,00
Green	R20 180	150	200	R134,53	R26 906,67
Total Costs					R794 106,67
Total Customer Count					4 200
Weighted Average Cost Per Listing					R189,07

$$\text{Weighted Average Cost Per Listing} = \frac{R794\ 106,67}{4\ 200} = R189.07$$

[10. UBER PORTIER B.V. AND UBER EATS SOUTH AFRICA (PTY) LTD.]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Uber Portier B.V. and Uber Eats South Africa (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Active Restaurants"** means restaurants that have completed trips within a one Month period prior to the Effective Date.

2.2.3. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.4. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.5. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.6. **"Food Delivery Platform"** means online intermediation platforms in food delivery that serve as marketplaces that facilitate the ordering and delivery of prepared meals between customers and restaurants.

2.2.7. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.

2.2.8. **"Independent Restaurants"** means a restaurant that is not a member or franchisee of a National Restaurant Chain;

2.2.9. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.10. **"Month"** means a calendar month.

2.2.11. **"Narrow price parity"** means contractual terms that require restaurants listing on the Uber Eats platform to publish or offer menu prices that are no worse than those published or offered through their own direct delivery channel or in-restaurant menu.

2.2.12. **"National Restaurant Chains"** means international and South African fast food and restaurant chains with more than ten restaurants operating under the same brand name within South Africa.

2.2.13. **"Parties"** means the Commission and Uber Eats, or either one of the Commission and Uber Eats should the context provide for the singular.

- 2.2.14. **"Pop-up Message"** means a message that automatically appears on the -Uber Eats app when the user opens the app, or which is displayed to the user in the form of an in-app billboard or other similar feature within the app.
- 2.2.15. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.16. **"Standardised Tiered Commission Fee Rate Card"** means the rate card implemented by Uber Eats that provides tiered commission fee options associated with different once-off and monthly fees and/or service and promotion levels by Uber Eats and which is a standardised offer to all Independent Restaurants. The implemented tiered rate card is set out in Addendum 1.
- 2.2.17. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 2.2.18. **"Uber Eats"** means Uber Portier B.V. and Uber Eats South Africa (Pty) Ltd. The Uber Eats business in South Africa is operated by Uber Portier B.V. (company number: 65851307), a company duly incorporated in accordance with the laws of Netherlands with its registered place of business at: Burgerweeshuispad 301, 1076HR, Amsterdam.
- 2.2.19. **"Wide price parity"** means contractual clauses that require restaurants listing on the Uber Eats platform to publish or offer menu prices that are no worse than those published or offered through any other Food Delivery Platform.

3. REMEDIAL ACTIONS

Remedial Actions relating to platform competition issues

- 3.1. Uber Eats must, within one Month of the Effective Date, notify all active restaurants, in writing, that Uber Eats had previously ceased to include a Wide and Narrow price parity clause in the contracts with restaurants and explaining in a clear and unambiguous manner that restaurants are not obliged to price their menu on Uber Eats at levels no less favourable than other delivery platforms, their own delivery service and their in-restaurant menu.
- 3.2. Uber Eats must, within three Months from the Effective Date and then once annually, add a Pop-up message on its app informing all existing consumers using the Uber Eats platform, that:
- 3.2.1. Uber Eats charges each restaurant a commission for the services it provides through the Uber Eats platform; and
- 3.2.2. Menu pricing on the Uber Eats platform is set at the discretion of each restaurant and may differ to the in-store menu pricing or prices on other platforms.
- 3.3. For new users to the Uber Eats platform, the Pop-up Message must appear at the time of registering with Uber Eats.
- 3.4. Uber Eats must, within three Months of the Effective Date, incorporate into its consumer facing terms and conditions, similar notices as described in clause 3.2.1 and 3.2.2 above.

Remedial Actions relating to business user competition issues

- 3.5. Uber Eats must for a period of three years from the Effective Date implement the Standardised Tiered Commission Fee Rate Card for Independent Restaurants, subject to any ongoing adjustments that do not materially change the value offered to Independent Restaurants.

Remedial Actions relating to HDP participation

3.6. Uber Eats must, within twelve Months of the Effective Date, put in place benefits, as set out in 3.11 below, for Independent Restaurants owned or controlled by HDPs (HDP Benefits). The HDP Benefits will be made available to Independent Restaurants that have:

- 3.6.1. Identified themselves as HDP within the meaning of section 3(2) of the Act;
- 3.6.2. Been verified as such by Uber Eats and/or a third-party service provider appointed by Uber Eats (Verified HDP Independent Restaurants).

3.7. Uber Eats must, within twelve Months of the Effective Date, offer the following HDP benefits to Verified HDP Independent Restaurants:

- 3.7.1. A communication channel to utilise if they require assistance during the onboarding process;
- 3.7.2. A 50% reduction in the Monthly subscription fee or the once-off activation fee;
- 3.7.3. For a period of six Months from the date of the Verified HDP Independent Restaurant's first completed order on Uber Eats, a Monthly credit of R500 which may be utilised to purchase sponsored listings on the Uber Eats platform during the given Month;
- 3.7.4. An Uber-funded promotion that is targeted towards Verified HDP Independent Restaurants at least once a Month;
- 3.7.5. Permit Verified HDP Independent Restaurants to opt into identifying themselves as HDPs on the Uber Eats platform. For those restaurants opting in, Uber Eats will include a visible label which indicates to consumers that the restaurant is HDP-owned. This label will appear on the restaurant's menu page or price list and when the restaurant appears in a user's home feed or search result;
- 3.7.6. The ability for consumers to search specifically for Verified HDP Independent Restaurants that have opted in, on the Uber Eats platform.

3.8. The Uber Eats HDP Benefits must be implemented for two years from the Effective Date and shall be reviewed by Uber Eats at the end of that three-year period to determine how it may be adjusted to ensure it is effective in promoting participation by Verified Independent HDP Restaurants on the Uber Eats platform.

3.9. Uber Eats must notify restaurants, in writing, of the Remedial Actions contained in clauses 3.1 – 3.8 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

4.1. Uber Eats must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

5.1. Uber Eats must within four Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Uber Eats, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with restaurants.

5.2. Uber Eats must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

6.1. If it appears that Uber Eats is not complying with the Remedial Actions, or part thereof, the Commission may first engage with

UberEats to determine whether there is non-compliance.

- 6.2. In the event of Uber Eats' non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Uber Eats to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Uber Eats' non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Uber Eats may apply to the Commission, on good cause shown, to vary these Remedial Actions.
- 7.2. Should Uber Eats not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to
inquiryremedialaction@compcom.co.za.

Addendum 1:

Uber Eats' Implemented Standardised Tiered Commission Fee Structure



[11. MR DELIVERY PROPRIETARY LIMITED T/A MR D FOOD]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Mr Delivery (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"ARB"** means the Advertising Regulatory Board;

2.2.3. **"Code"** means the Code of Advertising Practice issued by the ARB which regulates the content of South African advertising

2.2.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.5. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.6. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.7. **"Food delivery platform"** means online intermediation platforms in food delivery that serve as marketplaces that facilitate the ordering and delivery of food between customers and restaurants.

2.2.8. **"HDP"** means the historically disadvantaged persons contemplated in section 3(2) of the Act.

2.2.9. **"Independent restaurants"** means a restaurant that is not a member or franchisee of a national restaurant chain;

2.2.10. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.11. **"Mr D Food"** means Mr Delivery Proprietary Limited t/a Mr D Food (registration number: 1992/004664/07), a private company duly incorporated in accordance with the laws of the Republic with its registered place of business at 10 Rua Vasco Da Gama Plain, Foreshore, Cape Town, Western Cape, 8001

2.2.12. **"Month"** means a calendar month.

2.2.13. **"National restaurant chains"** means international and South African fast food and restaurant chains with more than ten restaurants operating under the same brand name within South Africa.

- 2.2.14. **"Parties"** means the Commission and Mr D Food, or either one of the Commission and Mr D Food should the context provide for the singular.
- 2.2.15. **"Pop up message"** means a message that automatically appears on the Mr D Food app when the user opens the app.
- 2.2.16. **"SME"** means small business or medium-sized business as defined by the Minister in Government Gazette No.987 of 12 July 2019 or its successor in title.
- 2.2.17. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

3. REMEDIAL ACTIONS

Remedial Actions relating to platform competition issues

- 3.1. Mr D Food must, within three Months from the Effective Date and then once annually, add a Pop-up message on its app informing all existing consumers using the Mr D Food platform, that:
- 3.1.1. Mr D Food charges each restaurant a commission based on the value of the food ordered through the Mr D Food platform; and
- 3.1.2. Menu pricing on the Mr D Food platform is set at the discretion of each restaurant and may differ to the in-store menu pricing or prices on other platforms.
- 3.2. For new users to the Mr D Food platform, the Pop-up must appear at the time of registering with Mr D Food.
- 3.3. Mr D Food must, within three Months from the Effective Date, incorporate into its consumer facing terms and conditions, similar notices as described in clause 3.1.1 and 3.1.2 above.

Remedial Actions relating to business user competition issues

- 3.4. Mr D Food must, for a period of three years from the Effective Date, provide a promotional rebate to Independent Restaurants by reinvesting 1.5% of the Monthly gross merchandise value generated on the Mr D Food platform by these Independent Restaurants, which can be diverted into discount and promotional spend on the Mr D Food platform, subject to any ongoing adjustments that do not materially change the value offered to Independent Restaurants.
- 3.5. Mr D Food must, for a period of three years from the Effective Date, provide a Monthly R500 advertising credit for Independent Restaurants subject to the following criteria and subject to any ongoing adjustments that do not materially change the value offered to Independent Restaurants:
- 3.5.1. The advertising credits will only be available to Independent Restaurants that generate less than R20,000 per Month gross merchandise value on the Mr D Food platform. Should an Independent Restaurant exceed this threshold in any given month, that Independent Restaurant will become ineligible to receive the advertising credits for the duration of the relevant period (the remainder of the twelve months);
- 3.5.2. Independent Restaurants will need to have an average food quality rating of 4.2 out of 5 in order to qualify;
- 3.5.3. The advertising credits will only be available to Independent Restaurants who are not enjoying advertising credits under the HDP Benefits;
- 3.5.4. Independent Restaurants will only receive the advertising credits for a maximum of twelve months in the three year period.
- 3.6. Mr D Food will, within three Months of the Effective Date, publish standardised rate cards for localised ads and the terms

and conditions for sponsored ads on the restaurant self-service portal.

- 3.7. Mr D Food must, by no later than the end of the year 2023, label all paid results that impact on and/ or influence ranking as “promoted” or “sponsored” or “Ad”. The label must have sufficient contrast to the background to be easily identifiable by all consumers.
- 3.8. Within three Months of the Effective Date, Mr D Food must publish a responsible advertising code on the Mr D Food platform. The code must reflect all the relevant long-established principles of lawful advertising as set out in the Code.

Remedial Actions relating to HDP participation

- 3.9. Mr D Food must, within three Months of the Effective Date, put in place benefits, as set out in 3.12 below, for independent restaurants owned or controlled by HDPs (HDP Benefits). The HDP Benefits will be made available to independent restaurants (and exclude all franchisee restaurants and national chains) that have:
- 3.9.1. Identified themselves as HDP within the meaning of section 3(2) of the Act;
- 3.9.2. Been verified as such by Mr D Food through internal processes and/or a third-party service provider appointed by Mr D Food (Verified Independent HDP Restaurants).
- 3.10. Mr D Food must, within three Months of the Effective Date, offer the following HDP Benefits to Verified Independent HDP Restaurants:
- 3.10.1. A waiver of all sign-up fees;
- 3.10.2. Personalised device and portal training;
- 3.10.3. Quarterly webinars to assist Verified Independent HDP Restaurants to make better use of the tools on the platform and to optimise food menus;
- 3.10.4. Waiver of the subscription fee for the first 3 Months of trading on the Mr D Food platform;
- 3.10.5. R1000 advertising credit for use in the first 3 Months of trading on the Mr D Food platform, or the first 3 Months since verification as an HDP restaurant on the platform, whereafter an advertising credit to the value of 1% of gross merchandise value generated on the Mr D Food platform or R1000, whichever is lower;
- 3.10.6. Offer monthly dedicated HDP merchandising features and banners around unique themes and callouts for qualifying restaurants to provide increased awareness for customers of HDP restaurants in their geographic area;
- 3.10.7. Offer coupon support for ‘first-time buyer’ acquisition through access to 500,000 acquisition coupon codes funded by Mr D Food for Verified Independent HDP Restaurants to present to their customers if they are new customers to the Mr D Food platform.
- 3.11. Mr D Food must market the HDP Benefits in a manner that ensures there is awareness amongst the existing restaurants on its platform, restaurants onboarding onto the Mr D Food platform and restaurants that currently do not make use of the Mr D Food platform.
- 3.12. Mr D Food must, within three Months of the Effective Date, conduct a need-state analysis to determine how best to further assist all HDPs on the delivery platform which may result in additional educational tools/services to all verified HDP restaurants with the aim of promoting their commercial success.
- 3.13. The Mr D Food HDP Benefits must be implemented for three years from the Effective Date and shall be reviewed at the end of that three-year period by Mr D Food to determine how it may be adjusted to ensure it is effective in promoting participation by independent HDP restaurants on the Mr D Food platform.
- 3.14. Mr D Food must notify restaurants, in writing, of the Remedial Actions contained in

clauses 3.2 – 3.12 (inclusive) in a clear and unambiguous manner as it communicates notable product changes in the ordinary course of business.

4. DURATION

- 4.1. Mr D Food must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. Mr D Food must within four Months of the Effective Date, and on an annual basis for three years from the Effective Date, provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Mr D Food, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with restaurants.
- 5.2. Mr D Food must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Mr D Food is not complying with the remedial actions, or part thereof, the Commission may first engage with Mr D Food to determine whether there is non-compliance.
- 6.2. In the event of Mr D Food's non-compliance with these remedial actions, or part thereof, the Commission may issue a notice in writing requiring Mr D Food to comply with these remedial actions within 10 Days thereof.

- 6.3. In the event of Mr D Food's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Mr D Food may apply to the Commission, on good cause shown, to vary these remedial actions.
- 7.2. Should Mr D Food not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these remedial actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

[12. BOLT SERVICES ZA (PTY) LTD]

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to Bolt Services ZA (Pty) Ltd in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings –

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Bolt Food"** means Bolt Services ZA (Pty) Ltd, a company duly incorporated in accordance with the laws of South Africa (company number: 2016/095400/07) with its registered place of business at: M5 Office Park, Eastman Road, Maitland, Cape Town, South Africa.

2.2.3. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.4. **"Day"** means a business day, which is not

a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.5. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.6. **"Food delivery platform"** means online intermediation platforms in food delivery that serve as marketplaces that facilitate the ordering and delivery of food between customers and restaurants.

2.2.7. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.

2.2.8. **"Month"** means a calendar month.

2.2.9. **"Narrow price parity"** means contractual terms that require restaurants listing on the Bolt Food platform to publish or offer prices that are no worse than their own direct delivery channel or in-restaurant menu.

2.2.10. **"Parties"** means the Commission and Bolt Food, or either one of the Commission and Bolt Food should the context provide for the singular.

2.2.11. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

2.2.12. **"Wide price parity"** means contractual terms that require restaurants listing on the Bolt Food platform to publish or offer menu prices that are no worse than any other food delivery platform.

3. REMEDIAL ACTIONS

- 3.1. Bolt Food must, within one Month of the Effective Date, implement the following measures in respect of price parity clauses:
 - 3.1.1. The removal of Wide and Narrow price parity terms from all contracts with restaurants in South Africa.
 - 3.1.2. For the avoidance of doubt, Bolt Food must ensure that all future contracts with restaurants in South Africa do not contain Wide and/or Narrow price parity terms.
 - 3.1.3. Not incentivise any conduct which has the same effect as a Wide or Narrow price parity term through the inclusion of price parity as a requirement for promotional or loyalty programmes, or as a factor in the ranking of product search results on the Bolt Food platform.
 - 3.1.4. Notifying, in writing, all restaurants through clear and unambiguous communication that they are no longer required to price their menu on Bolt Food at levels no less favourable than any other food delivery platform, their own delivery service and their in-restaurant menu.

4. DURATION

- 4.1. Bolt Food must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. Bolt Food must within three Months of the Effective Date provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of Bolt Food, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with restaurants.
- 5.2. Bolt Food must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance

with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that Bolt Food is not complying with the remedial actions, or part thereof, the Commission may first engage with Bolt Food to determine whether there is non-compliance.
- 6.2. In the event of Bolt Food's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring Bolt Food to comply with these Remedial Actions within 10 Days thereof.
- 6.3. In the event of Bolt Food's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. Bolt Food may apply to the Commission, on good cause shown, to vary these Remedial Actions.
- 7.2. Should Bolt Food not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

[13. NATIONAL RESTAURANT CHAINS]

BURGER KING SOUTH AFRICA (RF) (PTY) LTD
CHICKENLAND (PTY) LTD T/A NANDOS
FAMOUS BRANDS LIMITED
GOLDEN FRIED CHICKEN (PTY) LTD T/A CHICKEN LICKEN
KFC (PTY) LTD
MCDONALD'S CORPORATION AND MSA DEVCO (PTY) LTD T/A MCDONALD'S SOUTH AFRICA
MOCHACHOS
PIZZA HUT (PTY) LTD
ROMANS PIZZA
SPUR CORPORATION LIMITED

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to National Retail Chains in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. INTERPRETATION AND DEFINITIONS

In these Remedial Actions:

2.1. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;

2.2. the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings -

2.2.1. **"Act"** means the Competition Act No.89 of 1998 as amended.

2.2.2. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of

the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng or its duly authorised agents.

2.2.3. **"Day"** means a business day, which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;

2.2.4. **"Effective Date"** means the date upon which the final report and decision of the Inquiry is published in the Gazette in terms of section 43E(1) of the Act.

2.2.5. **"Exclusionary Standards and Criteria"** mean standards or criteria that unreasonably exclude qualification by new Food Delivery Platform entrants and Local Food Delivery Platforms by their nature. Examples of Exclusionary Standards and Criteria include, but are not limited to:

2.2.5.1. Requirements for a minimum geographic coverage;

2.2.5.2. Requirements to expand the geographic coverage;

2.2.5.3. Requirements for a minimum number of customers or restaurants;

2.2.5.4. Requirements to meet advertising or promotional spend thresholds;

- 2.2.5.5. Requirements to have a proven track record and/or capacity;
- 2.2.5.6. Requirements for service standards that are more restrictive than necessary to meet the legal obligations arising from any legislation or regulations and minimum service standards of the National Restaurant Chain.
- 2.2.5. **"Food Delivery Platform"** means online intermediation platforms in food delivery that serve as marketplaces that facilitate the ordering and delivery of food between customers and restaurants.
- 2.2.6. **"Franchisee"** means franchisee restaurant owners of national restaurant chains.
- 2.2.7. **"Inquiry"** means the Online Intermediation Platforms Market Inquiry established in terms of section 43B(1)(a) of the Act which was initiated by the publication of the terms of reference in the Government Gazette No. 44432 of 9 April 2021.
- 2.2.9. **"Local Food Delivery Platform"** means a Food Delivery Platform that does not have a national coverage.
- 2.2.10. **"Month"** means a calendar month.
- 2.2.11. **"National Restaurant Chains"** means international and South African fast food and restaurant chains listed in Addendum 1, including all brands operated by the chain.
- 2.2.12. **"Parties"** means the Commission and national restaurant chains, or either one of the Commission and national restaurant chains should the context provide for the singular.
- 2.2.13. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

3. REMEDIAL ACTIONS

- 3.1. Subject to clause 3.2, as of the Effective Date, National Restaurant Chains operating in South Africa must not restrict or dictate the choice of Food Delivery Platforms by their franchisees.
- 3.2. The requirements of clause 3.1 do not preclude the following:
 - 3.2.1. National Restaurant Chains setting minimum service standards or guidance criteria, provided that these standards or criteria do not include Exclusionary Standards and Criteria;
 - 3.2.2. National Restaurant Chains evaluating Food Delivery Platforms on behalf of their franchisees, provided that this is done on the basis of the minimum service standards or guidance criteria subject to clause 3.2.1;
 - 3.2.3. National Restaurant Chains or their franchisees from complying with their legal obligations arising from other legislation and regulations, including, but not limited to, Regulations Governing General Hygiene Requirements for Food Premises, The Transport of Food and Related Matters, R638 and compliance with Protection of Personal Information Act of 2013 and Consumer Protection Act of 2008;
 - 3.2.4. National Restaurant Chains from negotiating terms with Food Delivery Platforms on behalf of their franchisees.
- 3.3. National Restaurant Chains must within two Months of the Effective date, amend any franchise agreements and/or franchise policies and rules to remove any provisions which either restrict or dictate the choice of Food Delivery Platform by franchisees.
- 3.4. National Restaurant Chains must within three Months of the Effective date, notify, in writing, their franchisees of any amendments to the franchise agreements and/or franchise policies and/or rules, and communicate in

clear and unambiguous language that they may select the Food Delivery Platform(s) of their choice to service their franchise restaurant.

- 3.5. National restaurant chains must notify franchisees, in writing, of the Remedial Actions contained in clauses 3.1 – 3.4 (inclusive) in a clear and unambiguous manner as it communicates notable franchising changes in the ordinary course of business.

4. DURATION

- 4.1. National Restaurant Chains must implement the remedial actions set out above within the specified time periods. The remedial actions apply for a period of four years from the Effective Date, unless specified otherwise.

5. MONITORING OF COMPLIANCE

- 5.1. National Restaurant Chains must within four Months of the Effective Date provide a written report, accompanied by a confirmatory affidavit signed by an authorised representative of the National Restaurant Chains, confirming compliance with clause 3 above, along with copies of the contractual changes and communication, contemplated in clause 3 above, with franchisees.
- 5.2. National Restaurant Chains must provide, within a reasonable time, any additional information requested by the Commission in respect of compliance with these Remedial Actions and the impact thereof.

6. NON-COMPLIANCE WITH REMEDIAL ACTIONS

- 6.1. If it appears that a National Restaurant Chain is not complying with the Remedial Actions, or part thereof, the Commission may first engage with the National Restaurant Chain to determine whether there is non-compliance.

- 6.2. In the event of a National Restaurant Chain's non-compliance with these Remedial Actions, or part thereof, the Commission may issue a notice in writing requiring the National Restaurant Chain to comply with these Remedial Actions within 10 Days thereof.

- 6.3. In the event of a National Restaurant Chain's non-compliance with the notice contemplated in clause 6.2, the Commission may bring an application to the Tribunal for an appropriate order.

7. VARIATION

- 7.1. National Restaurant Chains may apply to the Commission, on good cause shown, to vary these Remedial Actions.
- 7.2. Should a National Restaurant Chain not be satisfied with the Commission's decision on its application for variation in terms of clause 7.1 above, it may within 20 Days of the Commission's decision, and on good cause shown, make an application to the Tribunal. The Commission will be entitled to oppose such an application.
- 7.3. Any deadline in these Remedial Actions may be extended by agreement between the Parties.

8. CORRESPONDENCE

- 8.1. All correspondence to the Commission in relation to these Remedial Actions must be sent to inquiryremedialaction@compcom.co.za.

Addendum 1:

List of National Restaurant Chains

Restaurant Chain	Brands
KFC (Pty) Ltd	KFC
Pizza Hut (Pty) Ltd	Pizza Hut
McDonald's Corporation and Msa Devco (Pty) Ltd t/a McDonald's South Africa	McDonald's
Famous Brands Limited	Leading brands: Debonairs Pizza; Steers; Wimpy; FishAways; Mugg & Bean; Milky Lane. Signature brands: Vovo Telo; Coffee Couture; House of Coffees; Turn 'n Tender; Salsa Mexican Grill; Paul; Mythos; Lupa; Lexi's; Fefo Caffee; NetCafe Other brands: Mr Bigg's
Spur Corporation Limited ¹	Spur Steak Ranches; RocoMamas; Panarottis Pizza & Pasta; Casa Bella; John Dory's Fish, Grill, Sushi; Nikos; The Husser Grill
Mochacho's	
Golden Fried Chicken (Pty) Ltd t/a Chicken Licken	Chicken Licken
Roman's Pizza	
Chickenland (Pty) Ltd t/a Nando's	Nando's
Burger King South Africa (RF) Proprietary Limited	Burger King

¹ Operates through the following subsidiaries Spur Group (Pty) Ltd, Spur Group Properties (Pty) Ltd and Share Buy-Back (Pty) Ltd

[14. TRIBUNAL RECOMMENDATION]

ESTATE AGENTS PROPERTY PORTAL COMPANY PRIVATE PROPERTY OF SOUTH AFRICA (PTY) LTD

1. PURPOSE

The purpose of this document is to set out the Competition Commission's Remedial Actions for each finding of an adverse effect on competition in relation to the in terms of section 43D(1) of the Competition Act, 89 of 1998, as amended.

2. RECOMMENDATION

- 2.1. The Commission recommends a divestiture order by the Tribunal in terms of section 60(2)(c). Specifically:
 - 2.1.1. Subject to paragraph 2.1.2 below, the divestiture of the Estate Agents Property Portal Company from Private Property within 12 months from the date of the Tribunal's Divestiture Order.
 - 2.1.2. The recommendation in 2.1.1. above is suspended for a period of one year, which may be extended by the Commission for a further period of one year, to allow the parties to voluntarily effect the divestiture.

3. CORRESPONDENCE

- 3.1. All correspondence to the Commission in relation to these Recommendations must be sent to inquiryremedialaction@compcom.co.za.