



ΚΥΠΡΙΑΚΗ ΔΗΜΟΚΡΑΤΙΑ



ΕΠΙΤΡΟΠΗ ΠΡΟΣΤΑΣΙΑΣ
ΤΟΥ ΑΝΤΑΓΩΝΙΣΜΟΥ

Decision no: 4/2022

File no: 11.17.018.04

THE PROTECTION OF COMPETITION LAWS OF 2008 and 2014

Complaint filed by the company BLADE Enterprises Limited, against (1) the Association of Newspaper & Magazine Publishers of Cyprus and the Publishers members of the Association: (2) O Fileleftheros Dimosia Etairia Ltd (newspapers Fileleftheros & C. Weekly), (3) Cyprus Mail Company Ltd (newspaper Cyprus Mail), (4) Ekdoseis «ARKTINOS» LTD (newspaper Politis), (5) «Alitheia» Ekdotiki Etaireia Ltd (newspaper Alitheia), (6) Ekdotikos Oikos Dias Dimosia LTD (newspaper Simerini), (7) I KATHIMERINI POLITIKI KAI OIKODOMIKI EFIMERIDA EKDOSI KYPROU LIMITED (newspaper I Kathimerini), (8) Atrotos LTD (newspaper Mahi), (9) Financial Mirror Ltd (newspaper Financial Mirror), (10) N. G. Cyprus Advertiser Ltd (newspaper VESTNIK KIPRA) and (11) CYWEEKLY LTD (newspaper Cyprus Weekly), and (12) the company MMC Media Monitoring Electronic Ltd

Commission for the Protection of Competition:

Mrs. Loukia Christodoulou	Chairperson
Mr. Andreas Karidis	Member
Mr. Panayiotis Oustas	Member
Mr. Aristos Aristidou Palouzas	Member
Mr. Polinikis-Panayiotis Charalambides	Member

Date of decision: 13 January 2022

SUMMARY DECISION

The case concerned a complaint submitted to the Commission for the Protection of Competition (hereinafter the 'CPC') on 16/2/2018 by the company BLADE Enterprises Limited, regarding an alleged collusion and/or agreement and/or concerted practice or cartel, by the Association of Newspaper & Magazine Publishers of Cyprus (hereinafter 'the Association') and/or the Publishers members of the Association, which, according to the complainant, purported to grant an exclusive license to the company 'MMC Media Monitoring Electronic Ltd' (hereinafter 'MMC') for the purposes of media monitoring services, in relation to publications of the Association and/or its Publishers members.

The complainant also alleged that the Association was granting licences for a fee, on behalf of its publishers, to legal and/or natural persons, by which such persons were allowed to process any material published in newspapers and/or magazines.

According to the complainant, the Association held a monopoly in the domestic market, which allowed the Association to hold a dominant position in the relevant market that was allegedly abused, as a result of the Association's refusal to grant another licence for processing published material to any other person, other than the company MMC, which was the sole company holding such a licence.

Additionally, it was also alleged that MMC held a monopoly in the domestic market of media monitoring, via the aforementioned licence which the Association had granted it. According to the complainant, the MMC's aforementioned monopoly, allowed MMC to hold a dominant position in the relevant market, since MMC was the only company which could provide media monitoring services to customers for a fee, with the permission and/or consent of the Association and on behalf of its members. The above dominant position was allegedly abused by MMC, because of arbitrary price fixing, as well as a result of the letters which were sent out to clients informing them that the complainant did not possess a licence for media monitoring.

Finally, according to the complaint, the complainant company had a relationship of financial dependence with the publishing companies, which the publishing companies had allegedly abused, both on an individual basis, as well as collectively, via the Association. According to the complainant, the above abuse came about as a result of: the imposition of arbitrary transaction terms, the application of discriminatory treatment and also by the sudden severance of long-term commercial relationships between the complainant and the publishing companies.

In regards to the alleged existence of a collusion and/or agreement and/or concerted practice or cartel, by the Association, which purported to grant an exclusive license to the company MMC, the CPC with its decision no. 4/2022 dated 13/1/2022, unanimously decided that it had not been demonstrated that the conditions and terms set out by the Association in the context of the negotiations with the complainant company had directly or indirectly imposed on the complainant company unfair sales prices or restrictive terms, nor had it indirectly constituted a transaction restricting the technological development or investments, contrary to section 3(1)(a) and (b) of the Protection of Competition Laws of 2008 and 2014 (hereinafter the 'Law').

In relation to the complainant's allegation that there had been a violation of section 3(1)(a) and (e) of the Law, the CPC decided that the Publishers members' refusal to accept the amounts that Blade had unilaterally decided to pay them as copyright compensation could not be considered as infringing the aforementioned sections of the Law, since such amounts had to be mutually agreed upon with the beneficiaries.

The CPC has also unanimously concluded that all the agreements between the publishers and the media monitoring companies had the same philosophy. Consequently, there wasn't any kind of application of dissimilar conditions to equivalent transactions with other trading parties thereby placing them at a competitive disadvantage in violation of section 3(1)(d) of the Law.

The CPC also decided that there had been no abuse of a dominant position on the part of the Association, since it had not acted independently in regards to its Publishers members, but instead its decisions had been taken by its members, collectively, as an association of undertakings. Nor did the CPC find that there had been an existence of collective dominance on the Publishers members' part, since it had not identified a relationship of interdependence between the undertakings.

Furthermore, the CPC decided that although MMC held a dominant position in the relevant market, MMC had not abused its dominant position, based on the evidence that the CPC had before it. In particular, Blade had not been placed in any disadvantageous position, as a result of MMC's actions, nor had MMC signed exclusivity agreements with any of the Publishers. (section 6(1) of the Law)

Based on the above, the CPC with its decision no. 4/2022 dated 13/1/2022, unanimously decided that:

- (a) it had not been established that there was an infringement of section 3(1)(a), (b), (d) and (e) of the Law by the Association and the Publishers members of the Association,

(b) it had not been established that there was an infringement of section 6(1)(b) and (c) of the Law by the company MMC.

(c) the examination of the claims of the complainant that there had been an abuse of the relationship of financial dependence by the Association and the Publishers members of the Association, contrary to section 6(2) of the Law, was unnecessary, as a result of the examination of section 6(1) that concerned the abuse of dominant position.

As a result, the CPC, based on the evidence and information before it, as well as on the basis of its above findings, decided that further investigation of the above complaint was not justified.

Consequently, as no violations of sections 3 and 6 of the Law had been found, the CPC also pointed out that the examination of articles 101 and 102 TFEU was not necessary.

Loukia Christodoulou

Chairperson

Commission for the Protection of Competition