Chapter 11. EU Competition Law

The following chapter is dedicated to the topic of **EU Competition Law**. It aims to cover primarily the areas listed below (please note that these are – based on the authors' opinion and necessary selection – seen as the most critical areas for introducing the EU competition law to our international students, even though the topic itself is much broader and could be presented in a more detailed way):

1. Introduction – the system of competition law (including unfair competition and sanctions for competition law breaches);
2. EU antitrust law – cartels and monopolies;
3. Competition law authorities (including dawn raids); and
4. Mergers.

11.1 Introduction – the system of competition law

The focus of this sub-chapter is primarily placed on major sources, history, principles, and key legal terms & definitions from across the area of EU completion law. In addition, it also introduces a high-level legal scheme for so called unfair competition.

11.1.1 Competition law in general

Competition law governs how individual entrepreneurs and business corporations **interact with their competitors, partners, suppliers and customers**. It requires them to **compete fairly** in the markets that they operate in, ultimately to the benefit of their **customers**.

The idea is that **fair competition leads to customers getting the best price, quality and choice of products and services possible**.

Complying with competition law brings the business world closer to its often proclaimed objective to be a customer obsessed organisation that customers can **trust**. Nowadays businesses need to stay on the right side of the law also because of their **reputation**.

11.1.2 Consequences of competition law breaches

Breaching competition law can be really **easy to do**. One does not need a formal contract to do so – a throwaway comment to a friend might be illegal, too. And there can be **serious consequences**:

- **Huge fines** – in some cases up to 10 % of global turnover;
- Years of **expensive litigation** as the victims may sue the entrepreneurs and/or business corporations to recover (compensate) their damage(s);
- **Imprisonment**, **disqualification** and **personal fines** for directors (statutory bodies) in certain territories;
- Serious **brand and reputational damage**, which often results in a drop in share price;
- Important **contracts being void and unenforceable**.

The **most serious infringements of competition law** include:

- Price fixing;
- Bid rigging or market sharing;
- Collective boycotts;
- Exchanging highly sensitive information with competitors; and
- Resale price maintenance.

Examples: It is really easy to breach the competition law. This is a list of suggested (potential) business conversations that can get the individual entrepreneurs and/or business corporations into trouble:

- *"It is your turn to win – we will sit this one out."*
- *"We will distribute for you, but you must not undercut our resale price."*
- *"You are our supplier – you cannot bid against us – that is a betrayal of our relationship."*
- *"We are going to hold our pricing next quarter – what are your plans?"*
- *"Let's both stop supplying that company – they are undermining our business models."*
- *"We are going to reduce our agents' commissions – you could do that too."*

11.1.3 Protection of commercial competition in general – across majority of legal traditions and legal systems

11.1.3.1 Public law (i.e. antitrust) – quick scheme/overview

- **Sources of law**
  - EU law
  - National public law
- **Target**
  - Monopolies (the so called „abuse of a dominant position")
  - Cartels (horizontal as well as vertical cartels)
  - Mergers
- **Enforcement**
  - State administrations (national competition authorities, *i.e.* NCAs, such as the Office for the Protection of Competition in the Czech Republic or Office of Fair Trading in the UK)
  - Administrative and civil court proceedings

11.1.3.2 Private law (i.e. unfair competition) – quick scheme/overview

- **Sources of law**
  - Mostly **national private law**
  - Within legal systems sharing the continental law tradition, the regulation of unfair competition is included either in a **code** (*e.g.* the New Civil Code in the Czech Republic) or in a **special statute** (*e.g.* the German Act against Unfair Competition)
- **Target**
  - **General prohibition** (*i.e.* a general clause prohibiting certain types of behaviour with a potential for being unfair competition), such as section 2976 of the Czech Civil Code (Act No. 89/2012 Coll.)
  - **Specific prohibited behaviour** named in a non-exhaustive list (often in a set of provisions in the Commercial or Civil Code), such as misleading advertisement, misleading description of goods and services *etc*.
- **Enforcement**
  - Enforced by **private parties** (individuals and entities under the private law), sometimes also by the involvement of various trade and consumer interest groups
  - **Civil** (commercial) **courts**
  - **Remedies** (injunctions, compensations, satisfaction)

11.2 EU antitrust law

11.2.1 Introduction – what is EU antitrust law for?

The EU antitrust law shall be seen as a **political commitment to free and open market-based economy**. It is a system in which goods, labour and capital can all move freely. In the EU, this is mostly enshrined in the **EU Treaty** (the "Treaty on the Functioning of the Europe Union", *i.e.* **TFEU**[9]). Apart from the EU, the most developed countries also have a domestic system with similar aims to **promote consumer welfare** and **efficient allocation of resources**.

In the EU, firms (companies or corporations) **must not distort the operation of the market and the development of the single market through their behaviour, either individually or collectively**. EU competition law applies where there may be an effect on trade between member states; national competition law applies where effects are confined to a single territory or an area within a territory. The EU competition law generally **applies to all businesses, large and/or small**.

In a nutshell, the EU competition law **consists of the following**:

- Article 101 TFEU → Anti-competitive agreements (cartels)
- Article 102 TFEU → Abuse of a dominant position (monopolies)
- Separate merger control regime (mergers)

[9] Available here: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A12012E%2FTXT.

11.2.2 Why is competition law awareness so important these days?

In some countries, **criminal sanctions** apply to individuals for serious infringements of competition law. First individuals were sentenced to 24-36 months in prison back in 2008 (marine hose cartel in the UK). Apart from that, the individuals also subject to **fines**. In addition, in some countries the **company directors' disqualification** orders as well (up to 10-15 years). Last but not least, we should also highlight the significance of damages to companies' **reputation**.

Fines are increasing! These are some of the examples of the highest fines for individual firms (companies/corporations) since the y. 2007

- *Ideal Standard (y. 2011) – EUR 326 million*
- *E.ON (y. 2010) – EUR 553 million*
- *St. Gobain (y. 2009) – EUR 896 million*
- *Thysen Krupp (y. 2008) – EUR 479 million*
- *ENI SpA (y. 2007) – EUR 272 million*

11.2.3 Cartels (anti-competitive agreements)

The Article 101 of TFEU (Chapter 1) – Anti-competitive agreements reads as follows:

"The following shall be prohibited as incompatible with the internal market: all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market, and in particular those which:

- *Directly or indirectly fix purchase or selling prices or any other trading conditions;*
- *Limit or control production, markets, technical development, or investment;*
- *Share markets or sources of supply;*
- *Apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;*
- *Make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts."*

We can thereby **summarise** that: this article applies to agreements between independent firms (not intra-group agreements); covers formal agreements, but also verbal agreements or informal understandings; applies to agreements between firms at different levels of the production chain; some types of agreements are „anti-competitive by object" and are always illegal.

In other words, the EU competition law prohibits **agreements** between firms (written or informal) at the same or different levels of the production chain and **decisions** of trade associations whose **object or effect** is to restrict competition within the EU. The **most obvious types of restrictive practices** are price fixing, market sharing, bid rigging and exchanging sensitive information with competitors.

Agreements that infringe EU competition law are **void and unenforceable** and are also **subject to fines of up to 10 % of a company's worldwide turnover**.

The **national competition law** generally mirrors provisions of EU competition law.

Generally speaking, there are 3 areas of prohibited cooperation:

1. **Hard-core cartels (always illegal)**, *i.e.* price fixing, restriction on output, collusive tendering, collective boycotts, information exchanges *etc*.
2. **Other collaboration (might be illegal)**, *i.e.* trade associations, joint purchasing, joint production, joint marketing, collective standards, sub-contracting *etc*.
3. **Agreements "de minimis" (legal)**, *i.e.* those agreements where the combined market share is lower than 10 % and no hard-core restrictions apply.

Task: Have a look at the following list of conduct that is likely to be unlawful (from the competition law perspective). Think about the reasons and explain why. What are the major risks?

- A phone call between competitors regarding the verification of their price to a particular customer or business area.
- Listening to a lunch break discussion of a trade association meeting dealing with the topic on „How competitors will adapt their commercial pricing strategies in the future".
- One competitor calls the other one to find out its reaction to their intended price increase.
- An agreement between competitors in which they agree to focus on a different market segment.
- Discussion between competitors on what they are paying or are willing to pay to a particular supplier or on not agreeing to purchase goods or software from a particular supplier.
- Discussion between competitors on how to eliminate a potential new entrant or competitor (for example by collectively refusing to supply him or buy from him).

11.2.3.1 Information Exchanges as an example of anti-competitive agreements

Accessing information is fundamental for markets to function. It increases transparency, enhances efficiency and also stimulates the competition. Therefore, competitors need access to information to compete effectively. However, exchange of "competitively sensitive" information between competitors will raise authorities' concerns. It could lead to collusion and reduce uncertainty on the market (to the detriment of end-consumers – higher prices and slower innovation).

Exchanges of certain types of commercial information between competitors may be viewed as **facilitating co-ordination of conduct**. Information exchanges may also be viewed as **evidence of some other anti-competitive practice**. **Forums** and **conferences** (*e.g.* trade association meetings) do not make it legitimate. Always remember that a "standard industry practice" or "everyone does it" does not serve as a defence.

To sum up, information that could be assessed as **confidential** or **sensitive** should not be revealed to a competitor. Such information includes:

- Past/present/future price data (wholesale or retail);
- Details of customer base;
- Details about production and new investments;
- Details about capacity;
- Details relating to costs;
- Commercial strategy; and
- Details on market shares.

Example: Can the information below be shared?

Do not share: unpublished information on prices, sales volume, customer data, costs; price-setting factors, pricing trends; marketing strategy; bidding strategy; expansion strategy; capacity; investment plans; information received from competitor or ex-employee of competitor.

"Grey area": current public pricing information; future public – non-binding – pricing information; aggregated data; benchmarking data on product standards.

OK to share: publicly available information; purely technical information; compliance with legislation; fraud or security issues; safety issues; business aspects on which the company/corporation does not compete; information received from a customer.

Not all exchanges of information are considered as being anti-competitive. Information exchanges can **promote efficiency in the industry**, **encourage the spread of new technologies**, and also **benefit the consumer** (by promoting transparency). What information can therefore be **legitimately shared**?

- Data that is historic;
- Data that is aggregated or anonymized;
- Information relating to industry studies;
- Issues of interest to the industry (*e.g.* technological developments);
- Exchanges of opinions or experiences;
- Information on lobbying activities.

11.2.3.2 Price fixing

„People of the same trade seldom meet together, even for merriment and diversion, but the conversation ends in a conspiracy against the public, or in some contrivance to raise prices."

(Adam Smith: The Wealth of Nations, 1776)

Price fixing, as another example of anti-competitive agreements, is **illegal** under EU competition law **where**:

- It involves competitors (*i.e.* horizontal price fixing);
- It involves firms (companies/corporations) at different levels of the production chain – *e.g.* supplier and retailer (*i.e.* vertical price fixing).

Price fixing leads to significant **financial penalties** for the firms (companies/corporations) involved. As mentioned above, in some countries even the **criminal sanctions** apply (*i.e.* possibility of imprisonment). There is a high potential for discussions on price strategies with competitors at the above mentioned **industry meetings**.

Firms **cannot** enter into discussion with competitors about current or future **prices or pricing strategies**. In addition, when entering into vertical agreements, firms cannot consider:

- Fixing a minimum resale price;
- Fixing a set resale price;
- Fixing discounts from particular price level;
- Linking rebates or subsidies to observance of particular price levels;
- Use of threats (*e.g.* contract termination) to ensure compliance with price levels.

What **can**, however, **be permitted**?

- A maximum price;
- Recommended resale prices;
- Fixed wholesale prices.

Information exchanges and price fixing in the real life

"*During my eight-month sentence – 241 days and nights, and believe me, I counted every single one of them – I had a lot of time to reflect on how a typical British executive, balancing the demands of a challenging business life and a full and happy personal life, ended up in prison. To go to prison in the US and pay a $20,000 fine was something I never imagined in my worst nightmares. The closest I ever thought I would get to breaking the law would be the odd speeding ticket or parking fine."*

Keith Packer, former Commercial General Manager at British Airways World Cargo (source: http://www.legalweek.com/legal-week/analysis/2110631/cautionary-tale-exec-consequences-competition-law-infringement)

What happened in the story above?

- 11 cargo airlines concluded a price fixing cartel in 1996-2006 colluding to inflate fuel surcharges (British Airways, Air France – KLM, SAS, Air Canada, Qantas and others).
- Number of dawn raids took place in February 2006 around the world after Lufthansa, as one of the cartelists, "blew the whistle".
- Since the fuel surcharge also applied to flights departing from the U.S., the U.S. state authorities investigated the case, as well.
- To prevent his extradition to criminal prosecution in the U.S., a 10 year sentence and USD 1 million penalty, Keith Packer decided to cooperate with the investigators and accepted a plea offer of 8 months in jail and a fine of USD 20,000.

And what are the consequences?

- In the US, the Department of Justice charged 18 airlines and several executives over USD 1.6 billion.

- The European Commission fined 11 airlines almost EUR 800 million (highest fine of EUR 340 million to Air France – KLM, EUR 104 million to BA).
- Keith Packer accepted a plea offer of 8 months in prison in Pensacola and a fine of USD 20,000.
- Several customers who paid the fuel surcharges claimed their damages under the private law procedures.

11.2.4 Abuse of a dominant position (monopolies)

The Article 102 of TFEU – Abuse of dominant position reads as follows:

"Any abuse by one or more undertakings of a dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the internal market in so far as it may affect trade between Member States. Such abuse may, in particular, consist in:

- *Directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions;*
- *Limiting production, markets or technical development to the prejudice of consumers;*
- *Applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;*
- *Making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts."*

We can thereby **summarise** that this article makes any abuse by one or more undertakings of a dominant position within the internal market/substantial part thereof prohibited so far as it may effect trade between Member States.

Dominance (dominant position) shall be seen as a high degree of market power which causes significant independence of competitors, customers, consumers etc. The dominance/dominant position is possible but unlikely in cases where the market share is 40 % and below. The dominance/dominant position is presumed where the market share is 50 % and above (rebuttable rule).

11.2.4.1 Dominance: a quick overview

The EU competition law prohibits individual firms from engaging in abusive practices that ultimately harm consumers. Such prohibition applies to firms that have certain **market power**. Market power is an economic concept and is measured with reference to a particular market (usually presumed where a firm has a market share of 50 % or more).

The abusive practices include (examples only):

- Discriminatory pricing;
- Refusing to supply products;
- Tying or bundling products together;
- Pricing below cost or excessively.

11.2.4.2 Predatory Pricing as an example of abusive conduct

A nice example of abusive conduct is so called **predatory pricing**.

Predatory pricing is when a dominant undertaking deliberately reduces its prices to **below-costs levels** (which it can afford to do because of its size and market strength) in the **short-term** in order to **prevent a rival from being able to compete**. In order for predation to be abusive, the exclusion should be instrumental in protecting or strengthening the predator's dominant position. **Once that rival has exited the market or increased its prices, the dominant undertaking is then expected also to raise its prices**.

As a rule of thumb, there is a **rebuttable assumption of dominance where an undertaking holds a market share of 50 % or more** and there may be a position of dominance under that market share benchmark.

11.3 Competition Law Authorities and their Powers

11.3.1 Investigatory powers of competition law authorities

The main enforcer of EU competition law is the **European Commission** (sometimes assisted by the National Competition Authorities – NCAs). The **NCAs** enforce national competition law (*e.g.* the OFT in the UK, ÚOHS in the Czech Republic[10] *etc*.). European Commission and NCAs have **wide ranging powers** to investigate potential infringements of competition law. These can take the form of:

- A requests for information; or
- A "dawn raid".

11.3.2 Dawn raids

Dawn raid is a **surprise inspection conducted by the European Commission or an NCA**. It usually follows a tip-off to the European Commission or the NCA by a **whistle-blower** (typically a competitor or a customer). The **purpose** of dawn raids is to review and take copies of documents and to conduct an investigation into suspected breach of competition law. **Firms are required to co-operate** with the authorities and must not do anything to compromise the investigation; failure to do so can have serious consequences.

What can inspectors do during a raid?

- Enter any business premises, examine and take copies of any business records (including e-mails, diaries, handwritten notes *etc*.) relating to the investigation;
- Off-site locations can now also be searched (homes and cars);
- Ask any employee factual questions (typically explanations of technical language or handwriting on documents);
- Take oral statements (with consent);
- Seal premises for up to 72 hours;
- There is, however, no right to view legally privileged documents and also business secrets must be kept confidential.

[10] Please note that ÚOHS is a Czech abbreviation only.

What shall the concerned firms/corporations do during the raid (inspection)?

- Check inspectors ID and authorization
- Check the scope of the inspection
- Prepare meetings rooms, copiers and shredders
- Shadow the inspectors at all times
- Prepare the internal and also external communications
- Record everything: what was seen, what was asked, what was answered, which documents were taken *etc*. (copies, documents, oral statements and others)
- Protect legally privileged documents
- Protect seals and customer facing IT systems
- Fully engage with the competition law authority
- Review the case post the inspection (assess the possibility of leniency) *etc*.
- Consolidate all materials and notes

11.3.3 Office for the Protection of Competition in the Czech Republic

Office for the Protection of Competition is the **Czech central authority** of state administration responsible for creating conditions that favour and protect competition, supervision over public procurement and consultation and monitoring in relation to the provision of state aid. It was **established** by the Czech National Council by the Act No. 173/1991 Coll. on 26 April 1991. The Czech NCA started its activity on **1 July 1991**. In order to declare independence of the decision-making process, **Brno** has become its headquarters, although Prague is usual seat of all administrative bodies.

Task: Watch the movie below and answer the following questions ("Basics of Competition Law", the Czech Office for the Protection of Competition: https://www.youtube.com/watch?v=uZO2So-wrXQ):

1. Why should all competitors follow the rules?
2. What are the consequences of a healthy competition?
3. What happened to the Czech telecommunications market several years ago?
4. Can only the producers and sellers influence the competition? Where is the role of consumers?
5. What kind of prohibited practices were mentioned in the video?
6. What is a cartel agreement about?
7. What is a dominant position?
8. Is it possible that a merger will be considered as a breach of competition law?
9. What does competition advocacy mean?

11.4 Mergers

11.4.1 Mergers in the European Union – a quick overview

There is a mandatory notification if:

- Combined worldwide turnover („t/o“) of undertakings concerned > €5bn; **AND**
- Community-wide t/o of each of at least 2 undertakings concerned > €250m; **UNLESS**
- All undertakings concerned each have > 2/3 of community-wide t/o in one and same Member State

OR

- Combined worldwide t/o of undertakings concerned > €2.5bn; **AND**
- In each of at least 3 Member States, combined domestic t/o of all undertakings concerned > €100m; **AND**
- In each of those 3 Member States, at least 2 undertakings concerned each has domestic t/o > €25m; **AND**
- Community-wide t/o of each of at least 2 undertakings concerned > €100m; **UNLESS**
- All undertakings concerned each have > 2/3 of community-wide t/o in one and same Member State.

Timing: Phase I – 25-35 working days / Phase II – 90-125 working days.

11.4.2 Mergers in the Czech Republic – a quick overview

There is a mandatory notification if:

- Combined domestic t/o > CZK1.5bn (approx. €57.9 m) **AND** at least 2 undertakings concerned each has domestic t/o > CZK250m (approx. €9.6 m)

OR

- Domestic t/o of at least 1 undertaking concerned (if merger or joint venture) or acquired business/target (if business sale/acquisition of assets) > CZK1.5bn (approx. €57.9 m) **AND** worldwide t/o of another undertaking concerned > CZK1.5bn (approx. €57.9 m).

Timing: Phase I – 30-45 calendar days / Phase II – 5 months + 15 calendar days.

11.5 Summary

Competition law governs how individual entrepreneurs and business corporations **interact with their competitors, partners, suppliers and customers**. It requires them to **compete fairly** in the markets that they operate in, ultimately to the benefit of their **customers**.

Fair competition leads to customers getting the best price, quality and choice of products and services possible.

Breaching competition law can be really **easy to do**. One does not need a formal contract to do so – a throwaway comment to a friend might be illegal, too. And there can be **serious consequences**.

The **most serious infringements of competition law** include:

- Price fixing;
- Bid rigging or market sharing;
- Collective boycotts;
- Exchanging highly sensitive information with competitors; and
- Resale price maintenance.

The EU antitrust law shall be seen as a **political commitment to free and open market-based economy**. It is a system in which goods, labour and capital can all move freely. In the EU, this is mostly enshrined in the **EU Treaty** (the "Treaty on the Functioning of the Europe Union", *i.e.* **TFEU**). Apart from the EU, the most developed countries also have a domestic system with similar aims to **promote consumer welfare** and **efficient allocation of resources**.

In the EU, firms (companies or corporations) **must not distort the operation of the market and the development of the single market through their behaviour, either individually or collectively**. EU competition law applies where there may be an effect on trade between member states; national competition law applies where effects are confined to a single territory or an area within a territory. The EU competition law generally **applies to all businesses, large and/or small**.

To sum up, the EU competition law **consists of the following**:

- Article 101 TFEU → Anti-competitive agreements (cartels);
- Article 102 TFEU → Abuse of a dominant position (monopolies);
- Separate merger control regime (mergers).

The main enforcer of EU competition law is the **European Commission** (sometimes assisted by the National Competition Authorities – NCAs). The **NCAs** enforce national competition law (*e.g.* the OFT in the UK, ÚOHS in the Czech Republic[11] *etc*.). European Commission and NCAs have **wide ranging powers** to investigate potential infringements of competition law.

11.6 Self-assessment questions and tasks

Answer the following self-assessment questions. If unsure, go back to the theory explained above.

1. What is competition law about?
2. What is a dawn raid?
3. What are the inspectors' powers during a raid?
4. What are possible sanctions for breaking competition law?
5. What is a cartel?
6. Why is price fixing considered to be illegal?
7. What is bid rigging?
8. What might be wrong about the trade association meetings (or other events and conferences)?
9. What are other examples of agreements that might cause competition law concerns?

[11] Please note that ÚOHS is a Czech abbreviation only.

10. What does abuse of dominant position mean?
11. What are examples of abusive dominant position?
12. Can you remember the criteria for a dominant position?

Think about the following case and answer the question on market sharing.

Imagine that you are a Senior Commercial Manager in the Asia Pacific region. You are negotiating a contract with an independent third party supplier. This supplier is particularly strong in cloud and hosting and your telecoms company wants to enter this market next year. In the contract, the supplier requests that when your company enters the market, it will not offer cloud and hosting to large corporates in Singapore. In return, the supplier will not target small and medium-sized enterprises.

Can you agree to this clause?

a) Yes – we haven't even launched yet, so there cannot be any impact on competition.
b) No – competition law bites on agreements between actual and potential competitors and this could amount to market sharing.
c) Yes – the supplier is more established, so it makes sense for them to focus on bigger players.

Help you teammate Sue!

Imagine that your team member, Sue, calls you with the following question: "I heard that you can go to jail in some countries for competition law breaches. Is that true?"

What do you think? Select an option below:

a) True
b) False

Think about the following case and answer the question on online issues.

Imagine that you are working in an EU-based telecoms company and that you receive a phone call from one of your new independent resellers. "Hi, just to say that we are setting up a website to advertise a range of products and services online, including yours. Is this OK?

What should you do? Select an option below:

a) You already have a website for retails customer in your country. A second website would only duplicate – so tell them this is not really viable.
b) Agree in principle, but ask that the reseller only accepts payments from cards registered in your country.
c) Agree to the request but flag that your company will need to work with the reseller to protect its brand integrity.

Help you teammate Sue!

Imagine that your team member, Sue, calls you with the following question: "I have heard that only e-mails and formal project documents can be seized by competition law authorities if they suspect a company/corporation has breached he competition law rules. Is that true?"

What do you think? Select an option below:

a) Yes.
b) No.

Help your teammate Sue!

Imagine that your team member, Sue, calls you with the following question: "I know you are not meant to receive competitively sensitive information directly from a competitor. But what about if we receive it from a supplier or a distributor? Could this still be a breach of competition law rules?"

What do you think? Select an option below:

a) Yes.
b) No.

11.7 Further reading/listening

Legislation: selected provisions of the Czech Civil Code (for the area of unfair competition).

Printed books: MACGREGOR, R. *Introduction to Law for Business*. Ostrava: KEY Publishing s.r.o., 2012. ISBN: 978-80-7418-137-5.

Online resources: Treaty on the Functioning of the European Union (available here: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A12012E%2FTXT).

Documentary videos:

- OFT competition law film from June 2011; available here: https://www.youtube.com/watch?v=ACA9vdlNqek&t=35s.
- Basics of competition law, the Czech Office for the Protection of Competition; available here: https://www.youtube.com/watch?v=uZO2So-wrXQ.