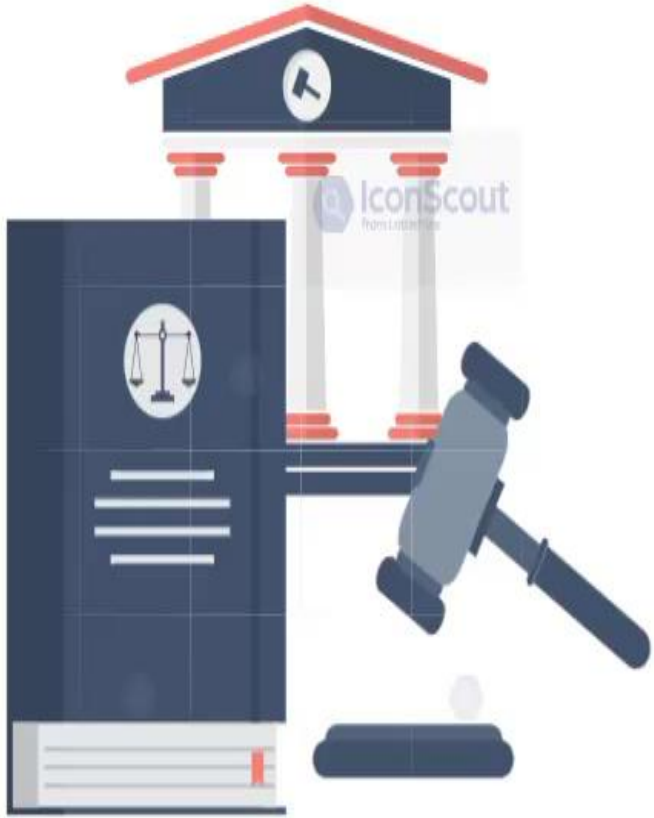


- **lecture delivered to the students of Master 2 Business Law Students**

مصطلحات قانون المنافسة

Competition Law

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PhD in Judicial Law**



Competition Authority

The Competition Authority is an Independent administrative authority , responsible for preventing anti-competitive practices and monitoring the functioning of markets. It aims to ensure respect for the law linked "to the defense of a sufficient market competition

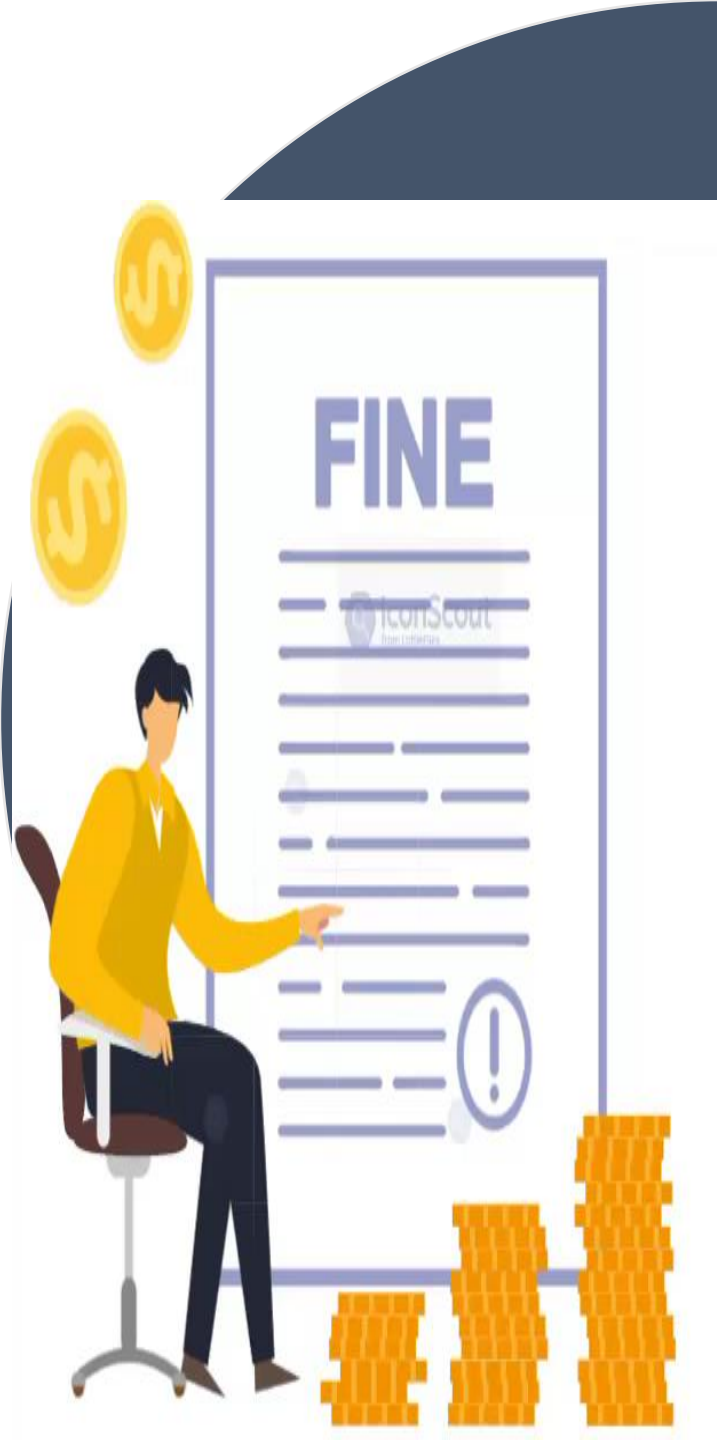
مجلس المنافسة

UNDERTAKING ► ENTITY ► ENTERPRISE

مؤسسة

any entity engaged in an economic activity, that is an activity consisting in offering goods or services on a given market, regardless of its legal status and the way in which it is financed, is considered an undertaking. To qualify, no intention to earn profits is required, nor are public bodies by definition excluded. The rules governing concentrations speak of “undertakings concerned”, that is the direct participants in a merger or in the acquisition of control.





Financial fine

A fine is a mandatory monetary penalty that is imposed by a court, commission, or other government authority and is paid to a public treasury. The primary purpose of fines is to deter antitrust or competition law violations. The great majority of antitrust and competition law fines are imposed on companies to deter price fixing, bid rigging, and other illegal collusive conduct. Some jurisdictions impose fines for other offenses, such as illegal dominant firm behavior or failure to report mergers and acquisitions.

غرامة مالية



ABUSE OF DOMINANT POSITION

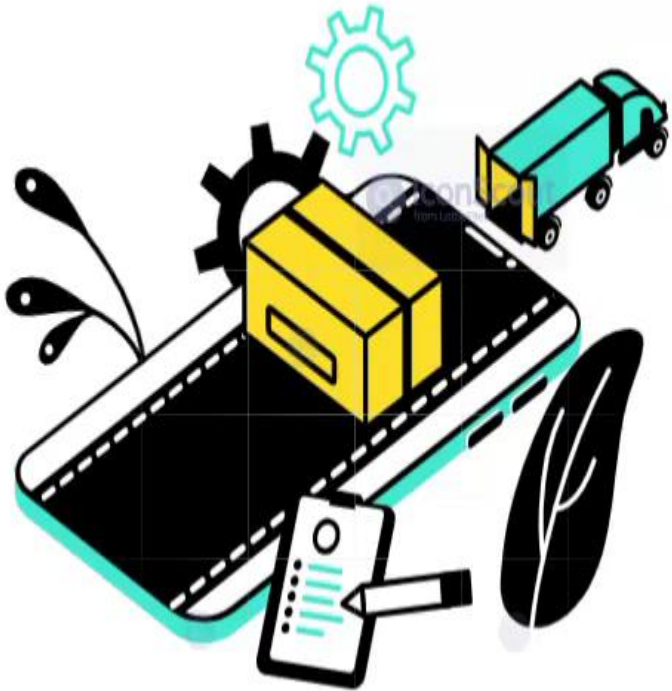
Abuse of dominance is unilateral conduct using dominant market power (or a dominant position) to damage market competition and ultimately welfare. Most jurisdictions address the issue by prohibiting use of dominance or substantial market power, taking different approaches to terminology and the relevant threshold of market power. Dominance itself, or the degree of market power required by other wordings, is generally measured by the ability of an organisation to act without significant constraint, or to influence prices to exclude competition, or to profitably maintain prices above the cost of supply in the long run. Conduct which may infringe abuse of dominance and like provisions includes predatory pricing, exclusive dealing, loyalty rebates, tying and bundling, refusal to deal, and in some jurisdictions, excessive pricing.

التعسف في استغلال وضعية الهيمنة

predatory pricing

The concept of predatory pricing comes into play when a dominant undertaking deliberately reduces its prices to a loss-making level for a short-term to discipline its existing competitors or foreclose the market to new entrants with a view to strengthening or maintaining its market power later on by way of the foreclosing effect of such predation. To that end, in broad terms, predatory pricing could be defined as the setting of prices at an unreasonably low level (below a cost parameter) to induce a competitor to exit the market or to deter its entry or expansion

التسعير العدواني



exclusive dealing

In Economics and Law, exclusive dealing arises when a supplier entails the buyer by placing limitations on the rights of the buyer to choose what, who and where they deal. This is against the law in most countries which include the USA, Australia and Europe when it has a significant impact of substantially lessening the competition in an industry. When the sales outlets are owned by the supplier, exclusive dealing is because of vertical integration, where the outlets are independent exclusive dealing is illegal due to the Restrictive Trade Practices Act, however, if it is registered and approved it is allowed. While primarily those agreements imposed by sellers are concerned with the comprehensive literature on exclusive dealing, some exclusive dealing arrangements are imposed by buyers instead of sellers.

Exclusive dealing can be considered as a barrier to entry especially in market that operate under imperfect competition, which is either Monopoly or Oligopoly where there is price and product differentiation as well as an imbalance of market power between incumbent, entrants and competitors due to the existing of vertical integrations within the market, leading to market inefficiencies.

الزام المشتريين والعملاء بالتعامل الحصري مع مشروعات المركز المهيمن

loyalty rebates

As competition law generally strives for lower prices on the market, it can appear counter-intuitive to penalize rebates granted by companies with market power. However, on closer inspection the rationale that underpins the view that rebates can sometimes be anti-competitive emerges: Where a rebate is only granted based on conditions that induce loyalty or (near-) exclusivity on the buyer's side, this can foreclose the seller's competitors from access to the market, possibly even leading to the competitor's market exit that ultimately benefits the seller.¹ While loyalty discounts can help to align the supplier and the purchaser's interests, they can also prevent entry or expansion, lead to market exits, or involve below-cost pricing. The question, then, turns on how to distinguish between pro-competitive rebates that competitors can compete on, and anti-competitive rebates that may constitute vehicles to foreclose a market to competitors.

تقرير تخفيضات لصالح بعض العملاء



UNFAIR COMPETITION

Unfair competition is conduct by a market participant which gains or seeks to gain an advantage over its rivals through misleading, deceptive, dishonest, fraudulent, coercive or unconscionable conduct in trade or commerce.

منافسة غير مشروعة





ABUSE OF ECONOMIC DEPENDENCE

Abuse of economic dependence, also known as an abuse of a superior bargaining position (ASBP), is a legal concept that addresses a situation where one party to a transaction that is in a position of relative strength to another abuses such position. In contrast to abusive conduct by dominant undertakings prohibited by law, abuse of economic dependence does not require a dominant position in any market. Instead, it requires some sort of superior position relative to the counterparty of a transaction, and aims to protect the weaker party from the abuse of such position by the party in the superior position.

التعسف في التبعية الاقتصادية



COLLUSION ► Or CONCERTED PRACTICES ► or CARTEL

Collusion is an anticompetitive business practice that firms perform in a coordinated manner to obtain benefits at the expense of consumer welfare. A distinction exists between explicit collusion, concerted practice, and tacit collusion. Explicit collusion between competitors, which includes communication and agreement with respect to core elements of competition, is illegal worldwide. Other practices that involve less explicit arrangements, such as information exchange, are known as “concerted practices.” These are also illegal if they might restrain competition. Tacit collusion, a practice where a competitor unilaterally follows the behavior of other competitors, is not illegal in and of itself.

► or (Co-ordination between undertakings which, without having reached the stage of concluding a formal agreement, have knowingly substituted practical co-operation for the risks of competition. A concerted practice can be constituted by direct or indirect contact between firms whose intention or effect is either to influence the conduct of the market or to disclose intended future behavior to competitors.)

الممارسة المنسقة (التواطؤ أو التآمر ممارسة
مدبرة)