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Information and Notices

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Important notice to readers (see page 3 of the cover)

EN

I

(Information)

COMMISSION

Euro exchange rates [1]

8 January 1999

(1999/C 6/01)

1 euro	=	7,4433	Danish krone
	=	324	Greek drachma
	=	9,165	Swedish krona
	=	0,7094	Pound sterling
	=	1,1659	United States dollar
	=	1,7643	Canadian dollar
	=	130,09	Japanese yen
	=	1,6138	Swiss franc
	=	8,59	Norwegian krone
	=	80,98935	Icelandic króna [2]
	=	1,8406	Australian dollar
	=	2,1557	New Zealand dollar
	=	6,78554	South African rand [2]

[1] Source: reference exchange rate published by the ECB.
[2] Source: Commission.

Notice pursuant to Article 19(3) of Council Regulation No 17 [1] concerning Case IV/F-1/36.160 — International Dental Exhibition

(1999/C 6/02)

(Text with EEA relevance)

1. The Society for the Promotion of the Dental Industry (GFDI — Gesellschaft zur Förderung der Dental-Industrie mbH), based in Cologne, notified the Commission on 22 July 1996 of the 'participation conditions (supplementary section A)' governing participation at the International Dental Exhibition, and requested exemption for them under Article 85(3) of the EC Treaty for the period after 30 December 2000. In line with an agreement between the GFDI and the local trade fair association, the participation conditions (supplementary section A) are incorporated into the latter's contract with each individual exhibitor. An exemption had already been granted for the previous version of the participation conditions (supplementary section A), in a Commission Decision adopted on 18 September 1987 [2], his exemption is due to expire on 29 December 2000.

2. The aim of the GFDI is to promote all projects liable to be of benefit to the German dental industry and its development. All the shares in the GFDI are held by the German Dental Industry Association (VDDI — Verband der Deutschen Dentalindustrie e. V.). The VDDI is a registered association under German law, whose purpose is to represent the interests of dental manufacturers *vis-à-vis* the authorities and the other sectors of the economy. Any natural or legal person who is established in the Federal Republic of Germany and manufactures dental articles on an industrial basis there may become a member.

3. The International Dental Exhibition is held by the GFDI in collaboration with the local trade fair association, which handles the actual organisation. Up to 1995, the International Dental Exhibition was held every three years at various locations in Germany, although mostly in Cologne. Since then it has been held every two years in Cologne.

4. Dental products and equipment of all kinds are displayed at the exhibition. Since 1921, when it was first held, the International Dental Exhibition has become the largest dental exhibition in the world. In 1997, the surface area covered by the exhibition was about 30 000 m^2. Almost half of the exhibitors were foreign companies.

5. Admission to the exhibition is decided on by a GFDI committee in consultation with the trade fair association, on the basis of the participation conditions (supplementary section A), which are the subject of the notification.

6. The main provisions of relevance here may be summarised as follows:

— the exhibition is open to all domestic and foreign manufacturers exhibiting products of their own or others' manufacture. Products manufactured by other manufacturers may be included only if they are not being exhibited by the relevant manufacturer himself. The exhibition is also open to importers and dealers. Importers and dealers participating in the exhibition must submit a list of the products they intend to display. If the exhibition space available is limited, so that the display of one and the same product by a number of exhibitors would prevent other products from being exhibited at all, the number of exhibitors for the same product may be restricted, or only one exhibitor allowed per product. Would-be exhibitors are then selected in the following order of priority:

1. manufacturers;

2. importers or dealers appointed by manufacturers;

3. other importers or dealers in the order in which their application was received.

Companies affiliated to the exhibiting undertakings (holding of 50 % or more) are admitted as exhibitors only if they intend to exhibit products not already exhibited by the parent company to which they are affiliated,

— exhibitors may not take part in any other exhibition of dental products in the Federal Republic for a period of eight weeks before and four weeks after the International Dental Exhibition (period of restraint). This does not apply to 'open days' organised by individual companies, at which nothing more than their proprietary product range is displayed. It does, however, apply to exhibitions at symposia, congresses or other events, unless such exhibitions allow only products to be displayed

[1] OJ 13, 21.2.1962, p. 204/62.
[2] OJ L 293, 16.10.1987, p. 58.

that are relevant to the technical subject on which the congress is being held and/or are used to demonstrate any of the subjects dealt with by the congress. The period of restraint also applies to firms affiliated to the exhibiting undertaking (subsidiaries or parent companies) if, during the period of restraint, they exhibit in the Federal Republic the same products as those shown at the International Dental Exhibition. It does not apply to trade companies stocking a wide range of products (depots), which sell products from various manufacturers,

— penalties are imposed on exhibitors who fail to comply with the period-of-restraint rule. The exhibitor may be barred from the forthcoming International Dental Exhibition, or, if the infringement is not discovered until during or after the current exhibition, from the next exhibition. If it does not prove possible to rent out the space reserved to other parties, half of the amount of any down-payment made for participation in the forthcoming exhibition is forfeited. Otherwise, the barred exhibitor is invoiced for administrative costs only,

— where admission is refused or penalties imposed, the relevant undertaking may refer the matter to an arbitration tribunal, whose decision is final, recourse to legal proceedings being excluded,

— the details of the procedure are laid down in an arbitration code. Where an undertaking is refused admission to the exhibition on the grounds of a lack of space, the burden of proof lies with the organiser.

7. The arbitration code stipulates that the arbitration tribunal must consist of three arbitrators. The GFDI and the exhibitor each designate an arbitrator; the two arbitrators designated then appoint an umpire. If the arbitrators cannot agree on an umpire, he is appointed by the Chairman of the Cologne Chamber of Industry and Commerce. The arbitration tribunal may reach its decision on the basis of the documents submitted; if one of the parties requests oral proceedings, such proceedings must be carried out. The grounds of the arbitration award must be set out in writing.

8. The conditions for participation at the International Dental Exhibition have been relaxed slightly in respect of the period of restraint, as compared with the conditions that were the subject of the exemption Decision of 18 September 1987; the period of restraint has been reduced from a period of three months before and two months after the exhibition, which was held every three years, to a period of eight weeks before and four weeks after the exhibition, which is now held biennially. Trade companies stocking a wide range of products (depots) are exempted from the period-of-restraint rule. The applicant implemented these amendments to the rules prior to the current notification, and the Commission approved them. In addition, the notification broadens the exemption granted to exhibitions at congresses in the field of dentistry and further clarifies the penalties applicable in the event of infringements. In particular, the rule by which undertakings could be barred from two exhibitions on the grounds of a single infringement has been abolished, and, where it proves possible to rent the vacated exhibition hall space to another interested party, the infringing party is invoiced solely for the administrative costs.

9. The GFDI has given assurances to the Commission that it will refrain forthwith from applying the more restrictive rules on the period of restraint which are still contained in the participation conditions (supplementary section A) for the 1999 International Dental Exhibition.

10. The Commission intends to take a favourable view of the notified agreement summarised above.

The Commission calls on all interested parties to submit any observations they may have within one month of the date of publication of this notice, quoting reference 'IV/F-1/36.160 — International Dental Exhibition', to the following address:

European Commission,
Directorate-General IV — Competition,
Directorate F — Capital and consumer goods industries,
Rue de la Loi/Wetstraat 200,
B-1049 Brussels.

Fax (32-2) 296 98 08
e-mail: robert.mathiak@dg4.cec.be

Prior notification of a concentration

(Case No IV/M.1363 — DuPont/Hoechst/Herberts)

(1999/C 6/03)

(Text with EEA relevance)

1. On 4 January 1999, the Commission received notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89 [1], as last amended by Regulation (EC) No 1310/97 [2], by which the undertaking E. I. DuPont de Nemours & Co. (DuPont) acquires within the meaning of Article 3(1)(b) of the Regulation sole control of the undertaking Herberts GmbH (Herberts) belonging to the Hoechst-group by way of purchase of shares.

2. The business activities of the undertakings concerned are:

— DuPont: production and distribution of energy and chemical products, plastics and coatings,

— Herberts: production and distribution of coatings, in particular for the automotive industry.

3. On preliminary examination, the Commission finds that the notified concentration could fall within the scope of Regulation (EEC) No 4064/89. However, the final decision on this point is reserved.

4. The Commission invites interested third parties to submit their possible observations on the proposed operation.

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference IV/M.1363 — DuPont/Hoechst/Herberts, to the following address:

European Commission,
Directorate-General for Competition (DG IV),
Directorate B — Merger Task Force,
Avenue de Cortenberg/Kortenberglaan 150,
B-1040 Brussels.

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[1] OJ L 395, 30.12.1989, p. 1; corrigendum: OJ L 257, 21.9.1990, p. 13.
[2] OJ L 180, 9.7.1997, p. 1; corrigendum: OJ L 40, 13.2.1998, p. 17.

Prior notification of a concentration

(Case No IV/M.1377 — Bertelsmann/Wissenschaftsverlag Springer)

(1999/C 6/04)

(Text with EEA relevance)

1. On 22 December 1998, the Commission received notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89 [1], as last amended by Regulation (EC) No 1310/97 [2], by which the undertaking Bertelsmann AG (Bertelsmann) acquires within the meaning of Article 3(1)(b) of the Regulation control of the undertakings Springer-Verlag GmbH & Co. KG and Springer Verlag KG (Wissenschaftsverlag Springer) by way of purchase of shares.

2. The business activities of the undertakings concerned are:

— Bertelsmann: publishing and information providing, distribution of music and records, private television,

— Wissenschaftsverlag Springer: publishing and information providing.

3. On preliminary examination, the Commission finds that the notified concentration could fall within the scope of Regulation (EEC) No 4064/89. However, the final decision on this point is reserved.

4. The Commission invites interested third parties to submit their possible observations on the proposed operation.

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference IV/M.1377 — Bertelsmann/Wissenschaftsverlag Springer, to the following address:

European Commission,
Directorate-General for Competition (DG IV),
Directorate B — Merger Task Force,
Avenue de Cortenberg/Kortenberglaan 150,
B-1040 Brussels.

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[1] OJ L 395, 30.12.1989, p. 1; corrigendum: OJ L 257, 21.9.1990, p. 13.
[2] OJ L 180, 9.7.1997, p. 1; corrigendum: OJ L 40, 13.2.1998, p. 17.

Prior notification of a concentration

(Case No IV/M.1418 — SCA Packaging/Rexam)

(1999/C 6/05)

(Text with EEA relevance)

1. On 23 December 1998, the Commission received notification of a proposed concentration pursuant to Article 4 of Council Regulation (EEC) No 4064/89 [1], as last amended by Regulation (EC) No 1310/97 [2], by which SCA Packaging International BV, controlled by Svenska Cellulosa Aktiebolaget SCA (SCA), acquires within the meaning of Article 3(1)(b) of the Regulation control of the corrugated packaging division of Rexam plc by way of a purchase of shares.

2. The business activities of the undertakings concerned are:

— SCA: manufacturing of hygiene products, transport packaging and graphic papers,

— the corrugated packaging division of Rexam plc: manufacturing and distribution of corrugated cases and cartons and print.

3. On preliminary examination, the Commission finds that the notified concentration could fall within the scope of Regulation (EEC) No 4064/89. However, the final decision on this point is reserved.

4. The Commission invites interested third parties to submit their possible observations on the proposed operation.

Observations must reach the Commission not later than 10 days following the date of this publication. Observations can be sent by fax (No (32-2) 296 43 01 or 296 72 44) or by post, under reference IV/M.1418 — SCA Packaging/Rexam, to the following address:

European Commission,
Directorate-General for Competition (DG IV),
Directorate B — Merger Task Force,
Avenue de Cortenberg/Kortenberglaan 150,
B-1040 Brussels.

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(1) OJ L 395, 30.12.1989, p. 1; corrigendum: OJ L 257, 21.9.1990, p. 13.
(2) OJ L 180, 9.7.1997, p. 1; corrigendum: OJ L 40, 13.2.1998, p. 17.

Commission notice pursuant to Article 19(3) of Council Regulation No 17 concerning track access agreements for the Channel Tunnel rail link (CTRL) (Case No IV/D2/37.289)

(1999/C 6/06)

(Text with EEA relevance)

I. APPLICATION

1. On 27 October 1998, the parties listed in paragraphs 3 to 5 notified agreements to the Commission pursuant to Regulation No 17 with a view to obtaining a negative clearance or an exemption under Article 85(3) of the EC Treaty. This application is also based on the relevant rules of the EEA agreements (Articles 53 and 54). The parties also notified the same agreements pursuant to Regulation (EEC) No 1017/68.

2. The notification concerns three track access agreements under which Railtrack plc, Union Railways (South) Limited and Union Railways (North) Limited grant to Eurostar (UK) Limited rights to access to the Channel Tunnel rail link (CTRL) and certain infrastructure linking-up with CTRL, in the United Kingdom. In addition, three station agreements grant to Eurostar (UK) Limited rights of access to stations on the CTRL route, at Ebbsfleet, Stratford and St Pancras.

II. THE PARTIES

3. **Railtrack plc** has its registered office at Railtrack House, Euston Square, London NW1 2EE, United Kingdom. Since April 1994, Railtrack is the owner and the infrastructure manager of virtually all the British rail infrastructure.

4. **Eurostar (UK) Limited** is a wholly-owned subsidiary of London & Continental Railways Ltd (LCR). It has formed an international grouping, Eurostar, with SNCF (Société nationale des chemins de fer français) and SNCB (Société nationale des chemins de fer belges). Eurostar provides high-speed passenger rail services between London and destinations in France or in Belgium.

5. **Union Railways South Ltd** (URS) and **Union Railways North Ltd** (URN) are to be wholly-owned subsidiaries of LCR and have recently been formed for the purpose of construction of the CTRL.

III. BACKGROUND

6. The Channel Tunnel Rail Link Act was adopted in 1996 to provide for the construction, maintenance and operation of a high speed railway between St Pancras, in London, and the Channel Tunnel portal, in Folkestone, Kent. For that purpose, the UK Government entered into a Development Agreement with LCR in February 1996.

7. By early 1998, however, it was clear that LCR was unable to raise funding in the manner originally intended. Consequently, revised proposals were agreed in a statement of principles on 3 June 1998. This has resulted in LCR being restructured and the proposal to construct the CTRL in two stages. Section 1 will stretch over 42 miles from the Channel Tunnel to Fawkham junction. Construction works began on 15 October 1998 and are expected to be completed in 2003. Section 2, from Southfleet Junction to St Pancras, is expected to start in 2001 and is anticipated to be completed by 2007.

8. Railtrack will acquire section 1 of the CTRL on its completion, in principle by July 2003. It has an option, which it may exercise until 1 July 2003, to acquire section 2.

IV. SUMMARY OF THE NOTIFIED AGREEMENTS

9. The parties have notified three track access agreements signed on 6 October 1998:

— the section 1 agreement, between URS and Eurostar (UK) Ltd,

— the section 2 agreement, between URN and Eurostar (UK) Ltd,

— the Railtrack agreement, between Railtrack and Eurostar (UK) Ltd, which relates to the existing conventional track from Fawkham Junction to London (Waterloo station). According to Clause 22.6 of the Railtrack agreement, the current track access rights of Eurostar (UK) Ltd on the conventional line will expire once Eurostar (UK) Ltd becomes entitled to access under the Railtrack agreement.

The notification also covers the three related station access agreements entered into on 6 October 1998 to enable the Eurostar (UK) services to stop at Ebbsfleet, Stratford and St Pancras stations. All the notified agreements run until 2086.

10. With the notified agreements Railtrack, URS and URN grant to Eurostar (UK) rights of access to the CTRL and to certain infrastructure linking-up with the CTRL in the United Kingdom. In particular, the agreements allocate amounts of capacity of the CTRL to Eurostar (UK). Eurostar (UK) agrees to the charges payable for this access.

Capacity

11. It is anticipated that, when completed, the CTRL could have a capacity of 20 standard train paths per hour in each direction. With additional investment allowing a reduction of the headway between trains, capacity could be increased. The parties observe that in practice the current forecast capacity is likely to be less than 20 train paths per hour because different trains using the CTRL may travel at different speeds and because any stop at an intermediate station will consume paths.

12. The amount of capacity allocated to Eurostar (UK) is very similar to the amount already reserved under the previous arrangement with LCR. The capacity granted for Eurostar services on the CTRL and Railtrack's existing network is described in the notice of railway access agreements published by the International Rail Regulator of the United Kingdom ([1]), to which the current notice refers. In particular, once section 2 of the CTRL has been completed, Eurostar (UK) will be entitled to operate at peak times:

— on section 1, up to eight services per hour in each direction,

— on section 2, up to six services per hour in each direction (reducing to five if there are three rather than two peak time services going into Waterloo station),

— on the conventional track and into Waterloo, up to three services per hour in each direction (only two if there are six services on section 2 going into St Pancras station).

13. In addition, the UK Government has reserved for domestic operators up to eight train slots per hour in each direction on section 2. Of these commuter services, four may go onto section 1 of the CTRL as far as Ashford and four divert from the CTRL onto conventional lines. Some of this reserved capacity can be surrendered if it is not used.

Charges payable

14. The notified track access agreements set out the charges payable by Eurostar (UK) for access to the CTRL. The charges payable by Eurostar (UK) under the section 1 and section 2 agreements have been calculated by reference to agreed rates of return on the investment made by Railtrack over a 50-year period. The charges payable by Eurostar (UK) under the Railtrack agreement have been calculated by reference to the recovery of the investment to be made by Railtrack in upgrading the relevant track. The UK Government guarantees payment to Railtrack for the first 50 years of the section 1 and the section 2 agreement.

15. Under each of the notified agreements Eurostar (UK) may inform Railtrack that it wishes to surrender specified train slots for a period of time. To the extent that the infrastructure manager is able to allocate these surrendered slots to third parties, and subject to the consent of the Secretary of State, a rebate is payable to Eurostar (UK).

V. RELEVANT MARKET

16. The parties are of the opinion that Eurostar (UK) operates in the markets for the transport of business and leisure travellers between London and Paris/Brussels. The markets for the transport of business travellers and leisure travellers to and from points beyond London and Paris/Brussels should also be taken into account.

17. The parties acknowledge that the provision of access to infrastructure for rail transport may also be an upstream market. The Commission considers that the notified agreements relate specifically to the market for the provision of access to infrastructure for high-speed rail transport between London and the Channel Tunnel.

([1]) UK-London: notice of railway access agreements pursuant to Regulation 11(16) and Regulation 12(5) respectively of the Railways Regulations 1998 (SI No 1340), implementing Directives 95/18/EC and 95/19/EC (OJ C 348, 17.11.1998, p. 7).

VI. **ARGUMENTS OF THE PARTIES FOR THE NON-APPLICABILITY OF ARTICLE 85**

18. The parties consider that the track access agreements fall outside the scope of Article 85 of EC Treaty.

19. The parties consider that the track access agreements comply with the Commission recommendations on the application of the competition rules to new transport infrastructure projects ([1]). In particular:

— other transport operators have already been given the opportunity to reserve capacity on the relevant infrastructure in 1996 and in early 1998 during the preparation of the restructuring plan of LCR. There is likely to be an opportunity for a potential new entrant to bid for the right to manage the Eurostar (UK) business when the management agreement expires in 2010,

— the capacity reserved for Eurostar (UK) on the CTRL is proportional to the financial commitments entered into by Eurostar (UK) and Railtrack, and corresponds to the operational requirements for the CTRL, planned over a reasonable period. Without the commitment of Eurostar (UK) to take and pay for a significant proportion of the capacity which will be available on the CTRL once completed, Railtrack would not be prepared to commit to purchase section 1 of the CTRL,

— when section 2 is completed, the parties consider that there is likely to be some spare capacity at peak hours for international services wishing to proceed to Waterloo, although it is too early to estimate precisely how much capacity will be available. In particular, available capacity will depend on the speed at which the domestic services travel on the CTRL. They argue that if such domestic trains run at 225 km per hour, two services per hour could be accommodated even during peak hours. Eurostar (UK) may also be required to be non-stop in the peak hours if this were necessary to enable two additional international trains to be operated.

20. In the alternative, the parties argue that, if Article 85(1) of the EC Treaty applies, the notified agreements meet the criteria for exemption under Article 85(3) of the EC Treaty.

— The CTRL, as a major TENs transport infrastructure project, will improve transport links between the UK and continental Europe. Accordingly, this project will contribute to improving the distribution of goods and to promoting technical and economic progress,

— by allowing faster transport links between the UK and continental Europe, the notified agreements will bring significant benefits to consumers,

— the notified agreements do not impose on the undertakings concerned restrictions which are not indispensable.

21. Finally, the parties consider that the station access agreements do not contain provisions likely to restrict competition.

22. The Commission considers that all three track access agreements should be assessed together as the tracks to which they refer are interdependent. In practice, in order to ensure the continuity of the service between stations in London (Waterloo and St Pancras) and the Channel Tunnel, paths cannot be allocated under any one of the track access agreements without taking account of the paths allocated under the two others.

23. The Commission considers that, since the CTRL is not yet in operation and will not be completed until 2007, there is no actual competitor to Eurostar (UK) for the access to the CTRL and that any potential competitor is still, at this stage, hypothetical.

24. As far as the conventional track covered by the Railtrack agreement is concerned, the Commission notes that once Eurostar (UK) starts operating on the conventional track under the Railtrack agreement, its access under the existing track access rights will expire. The number of slots allocated to Eurostar (UK) on the conventional track under the Railtrack agreement for providing access from and to Waterloo station is established in direct connection with the allocation of slots under section 1 and section 2 agreements. Therefore, since Eurostar will hold rights to conventional track only under the Railtrack agreement and since Eurostar (UK) has access rights to conventional track only to the extent that it requires these access rights to operate the Eurostar (UK) service, the agreement has no effect other than as part of the overall CTRL

([1]) OJ C 298, 30.9.1997, p. 5.

arrangements. At this stage, the Commission considers that this agreement does not raise any competition concerns.

VII. **CONCLUSION**

25. On the basis of the foregoing, the Commission intends to take a favourable view of the notified track access agreements and station access agreements. Before doing so, the Commission invites third parties to send their observations, within one month of the date of publication of this notice, quoting reference Case No IV/D2/37.289 — CTRL's track access agreements, to:

European Commission,
Directorate-General for Competition,
Unit IV/D2,
Rue de la Loi/Wetstraat 200,
B-1049 Brussels
Fax (32-2) 296 98 12
Internet: jean.faussurier@dg4.cec.be

Case No IV/37.214 — DFB — Central marketing of TV and radio broadcasting rights for certain football competitions in Germany

(1999/C 6/07)

(Text with EEA relevance)

1. On 25 August 1998, the Commission received a notification from Deutscher Fußball-Bund (DFB) pursuant to Article 4 of Council Regulation No 17 ([1]) by which DFB asks for a negative clearance or an exemption. The notification concerns the collective selling (or central marketing) of the television and radio broadcasting rights for the 'Bundesspiele' with participation of 'Lizenzligamannschaften'.

Football competitions covered by DFB's central marketing

2. The term 'Bundesspiele' refers mainly to the matches of the first national football league ('Bundesliga'), the second national league ('2. Bundesliga') and of the national cup competition ('DFB-Vereinspokal').

'Lizenzligamannschaften' are professional football teams that participate in the Bundesliga or the 2. Bundesliga.

DFB is the German national football association and a member of UEFA, the 'Union des associations européennes de football'. The ordinary members of DFB are the five regional and 21 provincial (*Länder*) football associations; the 36 clubs participating in the two abovementioned professional leagues are extraordinary members of DFB. DFB is the only notifying party as it is of the opinion that the collective selling is based on decisions by an association of undertakings in the sense of Article 85(1) of the EC Treaty.

3. The central marketing of the broadcasting rights is based on Article 3 of the DFB-Lizenzspielerstatut (LSpSt), which sets the rules for professional football in Germany. The LSpSt is adopted by the 'DFB-Beirat', an organ consisting mainly of the members of the Board (Vorstand) of DFB and the chairpersons of the member associations and several special DFB committees.

According to Article 3 of the LSpSt, it is the DFB which has the right to conclude contracts about the broadcasting on TV or radio (or other media) of Bundesspiele and of 'internationale Wettbewerbsspiele' (i.e. matches of the German football clubs in international/UEFA competitions). The 'Liga-Ausschuß', an organ of the DFB with the task of representing the interests of the professional clubs, negotiates the contracts and the 'Vorstand' (Board) of DFB adopts them afterwards. DFB receives the revenues generated by these contracts and distributes them among the Lizenzligamannschaften.

Football competitions not covered by DFB's central marketing

4. 'Internationale Wettbewerbsspiele' are not concerned by the notification as the rights for these matches are no longer sold collectively by DFB. Following a decision by the Bundesgerichtshof (BGH) on 11 December 1997, home matches of German clubs in the UEFA Cup and in the UEFA Cupwinners' Cup are commercialised individually by the clubs. The rights to the matches in the UEFA Champions League (except the qualification-round) are sold collectively by UEFA.

([1]) OJ 13, 21.12.1962, p. 204/62.

Contracts concluded by DFB as part of central marketing

5. The three most important contracts that DFB has concluded concern:

   — the broadcasting rights for the matches of the Bundesliga and 2. Bundesliga on free TV in Germany and abroad (mostly deferred broadcasting of highlights and a limited amount of live coverage in Germany) (contractor: ISPR GmbH),

   — the pay-TV rights for Germany of a limited number of matches per round in the Bundesliga and the 2. Bundesliga for live broadcasting (contractor: UFA Sports GmbH),

   — the rights for the matches of the cup competitions (DFB-Vereinspokal and DFB-Ligapokal) and of the German representative teams (contractor: SportA GmbH).

   The duration of these contracts is typically two years with a possibility of extension.

Arguments put forward by DFB in favour of the central marketing systems

6. DFB claims to be at least co-owner of the broadcasting rights together with the clubs, because it founded the competitions and delivers a wide range of organisational services for them. It argues that such a system of collective selling does not fall, therefore, within the scope of Article 85(1) of the EC Treaty.

   In the opinion of DFB, the system of collective selling of the broadcasting rights and the redistribution of the generated funds aim at balancing advantages of financially stronger clubs in favour of weaker clubs (solidarity principle) in the interest of preserving competitive professional football in Germany.

   All the funds generated by the collective selling of the TV rights for the two Bundesligen are distributed between the clubs participating in the Bundesliga and 2. Bundesliga (in a relation of 65:35 in 1996/97 and 68:32 in 1997/98), mostly in equal shares per club, with only a small amount depending on the performance of a club.

7. In order to justify an exemption, DFB argues that central marketing rationalises distribution of the broadcasting rights; it serves solidarity between financially stronger and weaker clubs by distributing the revenues equally; and it supports amateur and youth football. In its opinion, collective selling is indispensable.

   DFB objects to the proposal of a solidarity fund because of the conflict of interests between the different clubs and also because of tax reasons.

   DFB disputes the existence of any effect on trade between Member States caused by its collective selling system because the situation is that the sports rights agencies are the ones that acquire the rights from DFB and later sell them to broadcasters in Germany and abroad.

   According to DFB, the broadcasters or sports rights agencies are interested in purchasing the rights for the whole championship, and the prices are calculated accordingly.

   In the view of DFB, the consumers, i.e. primarily the broadcasters but also the viewers, are interested in the protection of a functioning championship competition and are allowed a fair share of the benefit resulting from collective selling. Furthermore, collective selling does not eliminate competition.

Relevant market to be considered according to DFB

8. The notifying party defines the relevant product market as the one for the acquisition of broadcasting rights for sports events and the whole EEA as the relevant geographic market.

9. On preliminary examination, the Commission finds that the notified rules could fall within the scope of Regulation No 17.

10. The Commission invites interested third parties to submit their possible observations on the notified rules. In accordance with Article 20 of Regulation No 17, such observations will be protected by professional secrecy.

    Observations must reach the Commission not later than 30 days following the date of this publication. Observations can be sent by fax (No (32-2) 296 98 04) or by post under reference IV/37.214 — DFB to the following address:

    European Commission,
    Directorate-General for Competition (DG IV),
    Directorate C,
    Unit C-2: Media and music publishing,
    Office C-150, 3/162,
    Avenue de Cortenberg/Kortenberglaan 150,
    B-1040 Brussels.

III

(Notices)

COMMISSION

Amendment to the notice of invitation to tender for the reduction in the import duty on maize imported from non-member countries

(1999/C 6/08)

(Official Journal of the European Communities C 411 of 31 December 1998)

Page 15, the text of point 1, under heading II 'Time limits' reads as follows:

'1. The period for submission of tenders for the first weekly invitation begins on 15 January 1999 and expires on 21 January 1999 at 11 a.m.'

IMPORTANT NOTICE TO READERS

Subject: Changes to the Official Journal of the European Communities in 1999

In 1999 the OJ L&C will be available on the following supports:

- **Paper**
- **Microfiche**
- **CD-ROM, published quarterly**
- **Hybrid CD-ROM/Internet, published monthly**
- **The commercial databases CELEX (http://europa.eu.int/celex) and EUDOR (http://eudor.eur-op.eu.int/)**
- **Free on EUR-Lex (http://europa.eu.int/eur-lex) for 45 days**

PAPER

The 1999 price of the paper subscription to the OJ L&C will be 840 €. This price rise is necessary to better cover production and postage costs.

SUPPLEMENTARY COSTS FOR RECTROACTIVE DESPATCH OF PAPER

Any subscriber requiring the retroactive despatch of paper editions after 1 April 1999 will be charged supplementary costs to cover the extra collection, storage and despatch costs this entails to EUR-OP. Retroactive despatch will be charged at 280 € (*) per month, which is still lower than the total cost of missing issues if sold at cover price. To avoid these charges, we recommend all subscribers to renew promptly where possible, or to purchase the most recent edition of the cumulative OJ EUR-Lex CD-ROM costing 100 € (*) or 140 € (*) to cover the months in question.

OJ L&C ON CD-ROM

A quarterly CD-ROM subscription, costing 396 € (*) offers sophisticated search possibilities and text formats, plus bibliographical details as found in the Celex database. The 1998 promotional price for existing subscribers has been abandoned.

Based on the EUR-Lex system, a new OJ L&C hybrid CD-ROM/Internet subscription will be launched in 1999, at the price of 144 € (*). This will appear monthly, and will offer access to PDF files both on the CD-ROM and to the EUR-Lex internet site. With a simple click, via the CD-ROM you can search for any OJ L&C text published in 1999 to date, whether stored on the CD-ROM or on the Internet site.

Using the same EUR-Lex technology, a monolingual CD-ROM will be produced in Spring 1999 containing the full collection of the 1998 OJ L&C: price 144 € (*). A simple demonstration version will be sent to all paper and microfiche subscribers in early December 1998. A more complete pre-release version will be available in late January 1999 on request.

Both the quarterly and the monthly-hybrid CD-ROM subscriptions are monolingual and cumulative: individual CD-ROMs may also be ordered.

OJ L&C ONLINE

In addition to the legal database Celex (http://europa.eu.int/celex), available pay per view or as a flat fee subscription for 960 € (*), and the EUDOR archive (http://eudor.eur-op.eu.int), priced per page, the full text of the OJ L&C is available free of charge for a period of 20 days (soon to be extended to 45 days) on the EUR-Lex Internet site (http://europa.eu.int/eur-lex).

OJ L&C Microfiche

The microfiche subscription will continue for 1999, but will be replaced by an electronic support in the year 2000. Please send any comments on this proposed change to OP4, SALES UNIT, EUR-OP, 2 rue Mercier, L-2985 Luxembourg, fax + 352 2929 42763.

SUPPLEMENT TO THE OFFICIAL JOURNAL

In 1999 available as:

- 5 x week subscription, cost 492 € (*)
- 2 x week subscription, cost 204 € (*)
- individual CD-ROM, cost 2.50 € (*)
- on-line in the TED database (http:/ted.eur-op.eu.int).

Access to TED will become free of charge in January 1999.

Use of the CD-ROM in a Local Area Network (LAN) will be free from January 1999. By 1 April 1999, the paper facsimile option (PDF format) currently included on the CD-ROM will disappear, as a new version, with a common user interface to the TED database, is introduced. This new version will offer other major improvements, such as new search fields, search profiles and more flexibility.

AVAILABILITY

Any OJ subscription, regardless of support, can be purchased from any member of EUR-OP's traditional, offline or gateway sales networks. For the latest address list see over, or see http://eur-op.eu.int/en/general/s-ad.html

(*) Prices excluding VAT.