IN THE HIGH COURT OF AUSTRALIA
SYDNEY REGISTRY

No. S245 of 2016

BETWEEN: **Air New Zealand Ltd (ARBN 000 312 685)**
Appellant

and

Australian Competition and Consumer Commission
Respondent

APPELLANT'S REPLY

Date of document: 19 December 2016
Filed on behalf of: **Air New Zealand Ltd, the Appellant**
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PART I CERTIFICATION

1 These submissions are in a form suitable for publication on the Internet.

PART II REPLY

Market In Australia

Market definition as a "flexible and evaluative process"

2 The proposition that the purpose of market definition is itself "flexible", or that the principles relevant to defining markets are subject to change, is novel and has never been accepted by any Australian court. Markets are defined to identify the degree of market power of the firms whose conduct is in question. It is in that sense that market definition is sometimes described as a "purposive" (or "instrumental or functional") exercise.[1] It has never been suggested that the purpose changes from case to case, nor that markets may be defined in a manner which, though irrelevant to an analysis of market power, is thought to serve some other end. In particular, it has never previously been suggested that it is a relevant purpose of market definition to 'catch' extraterritorial conduct that might be thought to warrant some disapprobation.

3 Neither are the principles governing the process of market definition flexible, or subject to change from case to case. At least since *QCMA*, markets have been defined by considerations of substitutability between products, and between geographic sources of supply. That reflects the purposive or instrumental nature of the market definition exercise: it is the possibility of substitution, from one product to another, and from one geographic source of supply to another, that constrains a firm's market power (its ability to give less and charge more).[2]

4 Nothing that Deane J or Dawson J said in *Queensland Wire*, that the Full Court said in *Taprobane Tours*, or in the Swanson Committee's report, suggests otherwise (cf. RS NZ[40]-[43]). Those authorities simply state that substitutability is always a question of degree, and that judgment is thus involved in defining the outer limits of a market in any given case.[3] Of course, there is no issue as to whether a particular product or geographic source of supply is inside or outside the market having regard to degrees of substitutability here, because the unchallenged finding of fact was that *all* of the places at which substitution could occur between competing suppliers were outside Australia (TJ[260], [264], [319]-[321], [336]).

5 The muted submission that the words "or otherwise competitive with" expand the process of market definition to matters beyond considerations of substitutability is irreconcilable with the decisions of this Court in *Queensland Wire*, *Boral* and, most recently, *ACCC v Flight Centre Travel Group* [2016] HCA 49. As the Full Court in *Seven Network v News Ltd* (2009) 182 FCR 160 at [621] observed, the phrase "substitutable for, or otherwise competitive with" is intended to reflect the fact that there will always be degrees of substitutability and that markets are not limited to perfectly substitutable products.

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[1] *Taprobane Tours* (1991) 33 FCR 158 at 179 (French J, Spender and O'Loughlin JJ agreeing); *ACCC v Flight Centre Travel Group* [2016] HCA 49 at [69] (Kiefel and Gageler JJ).

[2] *QCMA* (1976) 8 ALR 481 at 517.

[3] See generally, *Arnotts Limited v Trade Practices Commission* (1990) 24 FCR 313 at 332 (Lockhart, Wilcox and Gummow JJ); *Mark Lyons v Bursill Sportsgear* (1987) 75 ALR 581 at 588 (Wilcox J); *General Newspapers v Australian and Overseas Telecommunications Corporation* (1993) 40 FCR 98 at 117 (Wilcox J); Donald & Heydon, *Trade Practices Law* (Vol 1, 1978), at 93.

6 The ACCC fails to identify what factors apart from substitutability might be relevant to market definition, or why they would be relevant to the assessment of market power. The ACCC relies on a passage from the first edition of Donald and Heydon, *Trade Practices Law* (1978) (at RS NZ[44]), but the significance of the matters referred to by those learned authors is that they affect an assessment of whether two or more products or sources of supply are substitutable: see *Boral* 215 CLR 457-458 [257]-[259] (McHugh J). Those matters have no relevance to the market definition exercise independent of questions of substitutability because they do not, standing alone, assist in the identification of market power.

The Findings as to Substitutability

7 The discussion at RS NZ[54]-[64] does not accurately reflect the primary judge's findings with respect to the question of substitutability, nor does the ACCC engage with the consequences of the primary judge's findings in this regard.

8 There was a significant contest at trial regarding the scope of the geographic dimension of the market. The effect of the weight of the economic expert evidence was that the geographic dimension of a market is defined by the locations of the substitutable sources of supply.[4] In a joint report to the Court, Professor Jeffrey Church, an economist called by the ACCC, and Professor Richard Gilbert, the economist called by Air New Zealand, agreed the following propositions with respect to how the geographic extent or location of a market is determined according to economic principle:[5]

> 10. The geographic dimension of a market describes the locations of the suppliers of the products that consumers consider to be close substitutes for each other.
>
> 11. The importance of geographic market definition is not to identify a geographic area or location of consumers affected by anticompetitive conduct, but to identify the locations and identities of suppliers that consumers view as close substitutes for each other.

9 Consistently with those principles, the trial judge concluded that the geographic dimension of the relevant markets did not extend to Australia because there were no locations in Australia at which the relevant products were bought or sold (TJ[260], [263]-[264], [319]-[323], [336]). In each case, the acquisition of the relevant products occurred in Hong Kong and Singapore as a result of negotiations between foreign freight forwarders and airlines at the port of origin (TJ[97], [266]), and as a result of transactions in which the relevant services were contracted and paid for in Hong Kong and Singapore (TJ[111], [114], [121], [258]). In those circumstances, to say that the relevant markets were 'in Australia' would be at odds with the commercial reality that substitution could only ever occur outside Australia by switching between competing suppliers in Hong Kong and Singapore.

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[4] Rather than relying on the testimonial economic evidence adduced in the case, the ACCC seeks to rely at RS NZ [60] on part of a single footnote in an article by G J Werden entitled, "The History of Antitrust Delineation". As will be apparent from the title of that article, it was not concerned with the question of how one locates a market for purposes of competition law, unlike the extensive economic evidence that was adduced by the parties on that question.

[5] At RS NZ[59], the ACCC implies that Professor Church in some way resiled from these propositions in his oral evidence. It is unclear from the quoted passage that he did so and unlikely that he was intending to depart in substance from the statements of economic principle with which he agreed in the Joint Report. In any event, it is such statements of principle, rather than an individual economist's view as to their application to the particular facts of this case, that the Court would principally have regard. The Joint Report is in any event consistent with, e.g., *QCMA* 8 ALR 517 and *ACCC v Flight Centre Travel Group Limited* [2016] HCA 49 at [126]. See also *ACCC v Cement Australia* (2013) 310 ALR 165 at 344 [972] (Greenwood J); *QIW Retailers Ltd v Davids Holdings Pty Ltd (No 3)* (1993) 42 FCR 255 at 267 (Spender J); Donald & Heydon, *Trade Practices Law* (Vol 1, 1978), at 93.

10 The trial judge made no finding that the geographic dimension of the market extended to Australia because the services were partly performed in Australia or because there were large shippers who were market participants in Australia (cf. RS NZ [61]). At TJ[262], the trial judge was simply summarising a submission advanced by the ACCC (see at TJ [261]). It is clear that he rejected the submission at TJ [264].

11 The ACCC criticises the primary judge and Yates J for focusing on the locations at which substitution could occur as the principal consideration in defining a market and contends that such an approach was unsupported by authority (RS NZ [73]). That submission ignores the seminal passage from *QCMA* in which the Tribunal expressly endorsed an approach to market definition that focused, in its geographic aspect, on the location of substitutable sources of supply (see AS[29]). The ACCC relies instead on more general descriptions of the market concept, such as French J's description of a market in *Taprobane Tours* as comprising "a range of economic activities... the class or classes of products... which are the subject of those activities and the geographic area within which those activities occur." A similar description was used by Kiefel and Gageler JJ in *Flight Centre* [2016] HCA 49 at [67] in noting that the geographic dimension of a market is "the physical area within which... services are supplied". Such descriptions are convenient shorthand, particularly given that, in most markets, the place a product is supplied will be identical to the locations of the suppliers amongst whom substitution can occur. Caution is required, however, before such statements are sought to be applied in cases where the process of providing goods or performing services occurs in multiple locations, and where those locations differ from the locations at which substitution can occur.

Locating a Market Without Reference to Substitutability

12 The approach advocated by the ACCC is to separate the question of market definition from market location. The ACCC contends that, even if the former is defined by substitutability, the latter is determined by other factors. In particular, the ACCC highlights seven matters which, in its submission, yield a "straightforward" answer as to whether the market is 'in Australia' in the present case, irrespective of questions of substitutability (RS NZ [66]). Those matters are that (a) the relevant routes extended to ports in Australia; (b) the services were "physically performed in Australia"; (c) the airlines had to obtain regulatory approvals in Australia; (d) the participants in the market included entities that operated in Australia; (e) the airlines competed for custom in Australia; (f) the services were marketed in Australia to large shippers; and (g) demand for the services existed in Australia.

13 In relation to those matters, *first*, the ACCC does not explain why this list of matters is relevant to locating the market having regard to the language of s 4E, the authorities or the purpose of the market definition exercise. Again, this reflects the fundamental difficulty with the ACCC's submissions, being that the ACCC fails to state any coherent principle which determines when a market will be in Australia. The same is true of the majority's decision below.

14 *Secondly*, the ACCC does not state whether each of these factors is essential or necessary to the conclusion that the relevant markets were in Australia, or whether some are fundamental and others incidental to that conclusion. The ACCC appears to accept, for example, that the existence of regulatory approvals in Australia is itself insufficient to locate a market (RS NZ [99]), and that mere performance of a service in Australia will likewise not necessarily locate a market in this country (RS NZ [95]). What is then missing from the ACCC's analysis is any attempt to identify when these factors will and will not matter.

15 *Thirdly*, almost all of these matters amount to the proposition that the services in question were performed, in part, in Australia. The circumstance that the relevant routes extended to Australia necessarily meant that some part of the services would be physically performed in Australia, that competitors would conduct some activity in Australia, and that some comparative assessment of performance could consequently occur in Australia. Nevertheless, the place of performance of service has never been taken to define the location of a market for purposes of the Act. That is because the location of where services are performed tells one nothing about which suppliers operate to constrain the market power of the firms whose conduct is in question.

16 *Fourthly*, the seven matters identified by the ACCC relate almost entirely to aspects of the performance of the services, rather than the relevant rivalry being that which occurs before the service is supplied. The time at which market power can be relevantly constrained by purchasers is the time at which substitution can occur. Once that opportunity has been lost, the relevant rivalry in respect of a particular service for a particular customer is at an end (at least until the time of some subsequent transaction). In the present case, there was, in each case, no possibility of substitution once the planes left Hong Kong and Singapore respectively. A customer could not revisit its choice of supplier mid-air while the plane was over the South China Sea, or after the planes landed in Australia. To say that the market was located in Australia in such circumstances again misrepresents commercial reality: the purchaser's capacity to constrain any exercise of market power by the airlines existed, on each occasion, only at the time before the planes departed when switching could occur between suppliers in Hong Kong and Singapore.

17 *Fifthly*, the ACCC's final three propositions are apt to mislead. The primary judge stopped short of finding that any large shippers were the airlines' customers. To the contrary, his Honour found that the relevant transactions in this case were typically priced, negotiated and paid for at the place of origin (TJ[94], [97], [108], [258], [266]); that airlines principally dealt with freight forwarders, rather than shippers (TJ[221], [268]-[269], [309]); and that, other than in extremely rare cases, the airlines dealt only with a freight forwarder at origin with whom the price of the relevant service was negotiated and agreed (TJ[94], [97], [108], [121], [258], [266]). The air waybills were cut at origin (TJ[111], [114]) and it was the freight forwarder at origin that was usually obliged to pay the airline for its services (TJ[121], [123]).

18 It follows from these findings that the present case is not one in which customers in Australia were transacting by phone or internet with suppliers abroad. The commerce involved was much more localised in nature, and almost wholly confined to negotiations, dealings and transactions in Hong Kong and Singapore between freight forwarders and airlines in those places. To suggest that the relevant market extended to Australia in those circumstances merely because there was derived demand in Australia, or because airlines were alive to the existence of such demand, involves a significant degree of commercial unreality. The existence of such demand does not alter the reality that the relevant services were bought and sold overseas in localised transactions in Hong Kong and Singapore and not in a market in Australia.

Foreign State Compulsion

19 Air New Zealand's submissions do not involve any dispute about any primary fact concerning the CAD's procedures (to use a neutral term) (cf. RS GA [36]-[40]). The only issue is whether those procedures were of a character such that compliance with them means that there was no contravention of s 45 of the Act. The submission that those

procedures were simply "an administrative practice that was not mandatory" (RS GA [39]) cannot stand in light of the critical facts, including:

a) CAD representatives stated to airline representatives that "if you want an approval to charge [a fuel surcharge] in accordance with an [index mechanism], all airlines must agree to a single mechanism, not multiple mechanisms", and that from the CAD's perspective it was "not possible to implement and monitor more than one [index mechanism] in Hong Kong" (TJ [435]);

b) The CAD stated in official correspondence to the European Commission that it "require[d] that the BAR-CSC and the participating carriers agree on the details of the collective applications, including the amount of the surcharge for which the approval was sought, ... and the single mechanism to be used for determining the surcharge. The CAD also mandated and required the participating carriers to levy specifically the surcharge approved" (TJ [444]);

c) Early on, when Lufthansa had indicated to the CAD that it wished to have its own index mechanism, CAD "strongly recommended" that Lufthansa not make such an application, and conveyed that it "will not support the new [index mechanism] even if [Lufthansa] would apply ... separately. [CAD] want it easy and transparent" (ACCC.003.011.0010);

d) The BAR-CSC understood the CAD's position in relation to joint applications to constitute a "direction" (TJ [437]).

20 There is no requirement, before the defence can succeed, for a written "law or regulation subject to penal or other severe sanction".[6] If nothing else, such a test is inappropriate where non-compliance simply leads to an inability to obtain a necessary approval, as no further sanction is required to produce compliance. Moreover, caution needs to be exercised in measuring the legal requirements of other nations against an Australian standard.[7]

21 As to the suggestion that Air New Zealand either explicitly or impliedly desired to be subject to CAD's requirements, the findings below do not support such a conclusion (see, e.g., TJ [651]). More significantly, however, the question whether there has been a contravention of the Act cannot depend on whether an airline was subjectively pleased that it was subject to the CAD's requirements, or even whether it would have done exactly the same thing had the law not required it to do so. The fact remains that the CAD required a single application from all airlines wishing to use an index mechanism and there is nothing that Air New Zealand could have done to get around that fact.

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6 Cf. the quotation from *Restatement 3d: Foreign Relations Law of the United States* at fn. 17 of RS GA[41]. The contrary is demonstrated by, inter alia, *Interamerican Refining Corp v Texaco Maracaibo Inc* 307 F Supp 1291 (D Del, 1970) at 1294-5; *Animal Science Products v China National Metals and Minerals Import and Export Corporation* 702 F Supp 2d 320 (DNJ, 2010) at 425; *In re Vitamin C Antitrust Litigation* (2nd Cir., 2016); *Asia Motors France SA v Commission of the European Communities* [1996] ECR II-961 at 65.

7 See *In re Vitamin C Antitrust Litigation* (2nd Cir., 2016).

Matter No. S245 of 2016

ANNEXURE TO APPELLANT'S REPLY

10

Date of document: **13 April 2002**

Description: **Email entitled Implementation of Fuel Surcharge Decided**

[Evidence: FCA document ID ACCC.003.011.0010, FCAFC tab0728]

20

(tendered during day 22 of trial, transcript not reproduced)

30

17/18. 006

From:	AHRENS, GABRIELA
Sent:	Saturday, April 13, 2002 8:12 AM
To:	HEITMANN, AXEL CARGO; HERNIG, CARSTEN
Cc:	SCHLINGENSIEPEN, MARTIN; LIU, JAMES; KING, WILSON; CHOY, THOMAS; NAEVE, FRANK
Subject:	RE: Implementation of Fuel Surcharge decided

Dear Axel,
dear Carsten,

as you know the fuel surcharge out of HKG and TPE is subject to government approval.
While I am still waiting for an information on the status in TPE following information regardin HKG :

The BAR - Cargo subcommitte met in HKG on 03 April and the majority of all airlines agreed to follow the suggestion of CX and apply with the CAD for the fuel surcharge as per old philosophy, with other words entrance at FPI 130 after 2 consecutive weeks and exit at FPI 110 also after 2 cons. weeks

After this there was an intense discussion between BA / AF / LCAG as the all of us wanted to follow the expamle of our headquarters.
In the end - and for LCAG after a call with a CAD - we decided not to push the new philosophy at this stage and also follow the majority.
We ourselves had a telephone discussion with the CAD and they strongly recommended to go for the old philosophy. We understood the recommendation as a hint that they will not support the new one even if we would apply for this seperately. They want it easy and transparent.

Meanwhile the BAR-Cargo executive sent out a letter to the CAD explaining that the FPI is getting close to 130 and that they want to introduce it as mentioned above. We are now waiting for the answer.

One other reason for me not to push too hard is the fact that we applied for the extension of the insurance (thru BAR) as well as the security surcharge (seperately by some airlines) and giving too much trouble in regards of fuel surcharge might have ended in not getting the extension beyond 22 April.

Kindly ask for your acknowledge and understanding of this situation and our decision in agreement with SHAFS.

With best regards

Gabriela Ahrens

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Travel Plan/ Out of Office :
10- 11 Apr : PEK
12 Apr : HKG - but out of office
15 Apr : HKG
16-18 Apr : FRA
19 APR : SHA
22-26 Apr : HKG
29-30 Apr : HKG

-----Original Message-----
From: AHRENS, GABRIELA
Sent: Wednesday, March 27, 2002 1:48 PM

1

To: HEITMANN, AXEL CARGO; HERNIG, CARSTEN
Cc: CHOY, THOMAS; NAEVE, FRANK
Subject: RE: Implementation of Fuel Surcharge decided

Dear Axel,
dear Carsten,

I had a discussion this morning with CX regarding the implementation or Fuel Surcharge in Hong Kong
The Board of our BAR - Cargo Subcommittee did not meet yet for the discussion of implementation - therefore LCAG will be on their own - maybe with the help of BA - to implement at this stage. The position of the BAR at the moment is to stick to the old regulation/ philosophy and apply for the fuelsurcharge at a later stage
They believe that it will be easier to get it thru with the CAD here in Hong Kong.

We therefore will apply after the easter holidays (08 Apr) for the auth for our new philosophy and hope we will get it thru.
Maybe time is even working for us and by that time the other airlines will apply as well...

Anyway - as soon as the go ahead comes from FRA to publish it, Thomas Choy will inform the market about our general implementation and inform the market as well that for Hong Kong the implementation is subject to government approval and we will adv the outcome later.

At this stage it is useless to send out the application due to the public holidays next week.

With best regards and happy easter

Gabriela Ahrens

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Travel Plan/ Out of Office :
25-27 Mar HKG
28Mar - 08 Apr : Vacation - Happy Easter !

-----Original Message-----
From: HERNIG, CARSTEN
Sent: Wednesday, March 27, 2002 12:04 PM
To: FALK, HENDRIK; KEARY, DAVID; KLETZKA, WERNER; MATTA, JOSEPH; TAKAHASHI, ATSUYA; ZUNKER, HERMANN; GENDO, DEWI; JAIN, SHAILJA; KIM, CHUNGIUM; KONGCHANA, ISARAPORN; LEE, HELDIN; MOHAN, JEETENDRA; RASHWAN, SALAH; SOGO, HIROSHI; ABBAS, ALI; AHRENS, GABRIELA; ARIAS, ALEJANDRO; BARBARA TUFTS (E-mail); BILLY THAM (E-mail); BUHARY, SABRY; CHANDAN DUA (E-mail); CHOY, THOMAS; DARRYL MODELO (E-mail); DILIP RANE (E-mail); DJOHAN RAZAK (E-mail); EDLYN HERBERT (E-mail); EDWIN LEE (E-mail); HUMAID, ABDULLAH; IBRAHIM ALTWAY (E-mail); KING, WILSON; KONGCHANA, ISARAPORN (*); LE CROM, KARINE; LILEE KUM (E-mail); MARTIN CHRISTENSEN (E-mail); MCDIARMID, WES; OLIVIA CASHIN (E-mail); PETER AVERY (E-mail); PETER MOJEN (E-mail); RAJ RAO (E-mail); RATCHANEE THIRASAN (E-mail); RAYA GOROSPE (E-mail); RINA LEIWAKABESSY (E-mail); SHAH HARISH (E-mail); SHERAZI, ALI ASGHAR; SHJ TEAMMAILBOX FI (E-mail); TANAKA, TOSHIYUKI (LCAG); WICHMANN, KAY; WORAWUT PAKDEESATTAYAPHONG (E-mail)
Cc: GOH, EDWARD; SCHLINGENSIEPEN, MARTIN
Subject: Implementation of Fuel Surcharge decided
Importance: High

Dear friends,

the Fuel Surcharge is back as you can see in below email.
This is internal information only. As per current status, we have not received any drafted letters for communication to the customers.
We will do all possible to get the necessary information tools before the end of today's Asian working day and will distribute it accdly to you.

Best regards
Carsten

Carsten Hernig
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Travel Plans
28MAR-21APR annual Family vacation in Germany
23-24 APR: SIN F/S4 Meeting
6/7 MAY: FRA

-----Original Message-----

From: ACKERMANN, LAURA
Sent: Tuesday, March 26, 2002 11:26 PM
To: HEITMANN, AXEL CARGO; PERSSON, BO; BECKER, CHRISTIAN; BURGO, DIEGO; SEIDL, DIETRICH; BALZER, ECKHARDT; ENGELHARDT, HANS-JUERGEN F/S1; EISENAECHER, HARALD; GC, HHN TEAMLEITER/IN; WINKELBAUER, LARS; GENDO, DEWI; MARTIN, WOLFRAM; HERNIG, CARSTEN; BRENNER, ECKHARD; ZAECH, MARCUS
Subject: FPI 22 Mar 02
Importance: High

Dear colleagues,

Here is the latest Fuel Price Index for the week ending:

22 Feb 2002
121
64.33 US cents/gallon

The intranet (http://lww.lcag.fra.dlh.de/frafv/fvp/p/) and internet (http://www.lhcargo.com Link:ToolBox, Fuel Index) will be updated shortly.

This is the second week that the FPI was over 115 (117 last week).

According to the new methodology, we will re-enter the market worldwide with a Fuel Surcharge of EUR 0.05/kg Actual Weight (or equivalent in local currency), effective 15 April 2002.

The press release will be issued on Thursday, 28 March 2002.

For more information regarding the methodology, please see the F/MY intranet page (http://lww.lcag.fra.dlh.de/frafv/fvp/p/).

Best regards,

Laura Ackermann
Pricing Manager

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Upcoming Out of Office Dates:
29 March 2002 - 2 April 2002

6-17 May 2002
29 May 2002 - 7 June 2002