



Section 68 of the Competition Act (Cap. 50B)

Notice of Infringement Decision issued by CCS

Price-Fixing in Modelling Services

23 November 2011

Case number: CCS 500/002/09

Redacted confidential information in this Notice is denoted by square parenthesis [✂].

TABLE OF CONTENTS

CONTENT	Page
SECTION 1: THE FACTS	
A. The Parties	4
Ave Management Pte Ltd	4
Bees Work Casting Pte Ltd	5
Catworkz International Pte Ltd	5
Diva Models (S) Pte Ltd	5
Electra Management	5
Impact Models Studio	6
Linsan Models	6
Looque Models Singapore Pte Ltd	6
Mannequin Studio Pte Ltd	7
Phantom Management Pte Ltd	7
Quest Model Management	7
B. Investigations and Proceedings	8
SECTION II: LEGAL AND ECONOMIC ASSESSMENT	
A. The Section 34 Prohibition and its Application to Undertakings	8
B. Agreements and Concerted Practices	9
C. Single Continuous Infringement	12
D. Object or Effect of Preventing, Restricting or Distorting Competition	14
E. Appreciably Prevent, Restrict or Distort Competition	16
F. Burden and Standard of Proof	16
G. The Relevant Market	18
SECTION III: CCS' ANALYSIS OF THE EVIDENCE AND CONCLUSIONS	
A. The Facts and Evidence Relating to a Price-Fixing Agreement and Single and Continuous Infringement	22
B. CCS' Analysis of the Facts and Evidence	88
(i) Single Continuous Agreement and/or Concerted Practice	88
(ii) Role of the AMIP	98
(iii) Object / Effect of an Agreement/Concerted Practice	100
C. CCS' Conclusions on the Agreement/Concerted Practice	101
SECTION IV : DECISION OF INFRINGEMENT	101

SECTION V: CCS' ACTION	102
A. Directions	103
B. Financial Penalties - General Points	103
C. Calculation of Penalties	105
(i) Seriousness of the Infringement and Relevant Turnover	106
(ii) Duration of the Infringement	112
(iii) Aggravating and Mitigating Factors	113
(iv) Other Relevant Factors	113
D. Penalty for Ave	115
E. Penalty for Bees Work	118
F. Penalty for Catworkz	120
G. Penalty for Diva	122
H. Penalty for Electra	123
I. Penalty for Impact	125
J. Penalty for Linsan	127
K. Penalty for Looque	129
L. Penalty for Mannequin	131
M. Penalty for Phantom	131
N. Penalty for Quest	135
O. Conclusion on penalties	138

SECTION I: THE FACTS

A. The Parties

1. The Competition Commission of Singapore (“CCS”) received a complaint on 13 February 2009 that the Association of Modelling Industry Professionals (“AMIP”) was fixing fees charged by modelling agencies. CCS’ investigations showed that the following undertakings (each a “Party”, together, “the Parties”) were, at the material time, members of the AMIP, and were engaged in a single overall agreement to fix prices for modelling services in Singapore:

- i. Ave Management Pte Ltd (“Ave”);
- ii. Bees Work Casting Pte Ltd (“Bees Work”);
- iii. Catworkz International Pte Ltd (“Catworkz”);
- iv. Diva Models (S) Pte Ltd (“Diva”);
- v. Electra Management (“Electra”);
- vi. Impact Models Studio (“Impact”);
- vii. Linsan Models (“Linsan”);
- viii. Looque Models Singapore Pte Ltd (“Looque”);
- ix. Mannequin Studio Pte Ltd (“Mannequin”);
- x. Phantom Management Pte Ltd (“Phantom”); and
- xi. Quest Model Management (“Quest”)

2. The AMIP was registered on 3 February 2005¹. According to AMIP President, Mr Calvin Cheng, the idea of forming an association for modelling agencies came about in November 2004 when some agency directors and bookers met and discussed ways to revive the local modelling industry.

Ave

3. Ave is a limited exempt private company and an agent for artistes, athletes, models and other performers. Its registered office address is 5 Mohamed Sultan Road #02-02 Singapore (239014). Ave’s turnover for the financial year ending 31 December 2009 was \$[§<]. Tan Chuan Do (“Chuan Do”), a director and shareholder of Ave, is referred to in this Infringement Decision (“ID”). Ave has been an ordinary member of the AMIP from the AMIP’s inception.

¹ Registry of Societies Registration No. T05SS0079K. The AMIP has no regular revenue source. The AMIP bank account on 1 September 2005 held \$6,600. As at 30 Jun 2009, \$992.30 was left in the bank account.

Bees Work

4. Bees Work is a limited exempt private company in the business of advertising and an agent for artistes, athletes and models. Its registered office address is 8B Sam Leong Road Singapore (207900). Bees Work's turnover for the financial year ending 31 December 2009 was \$[~~ⓧ~~]. Ty Gaik Neo ("Christine Ty"), a director and shareholder of Bees Work, is referred to in this ID. Christine Ty assumed the office of Treasurer of the AMIP on 19 January 2005. Bees Work has been an ordinary member of the AMIP from the AMIP's inception.

Catworkz

5. Catworkz was a limited exempt private company and was in the business of photographic activities, modelling and talents services. Its registered office address was 42B Hong Kong Street Singapore (059681). Catworkz's turnover in the period 1 January 2005 to 30 June 2006 was \$[~~ⓧ~~]. Lee Choon Chuan @ Christopher Sean Lee ("Chris Lee"), a director and shareholder of Catworkz, is referred to in this ID. Catworkz was an ordinary member of the AMIP from the AMIP's inception until 5 March 2008. Catworkz has ceased carrying on business and was struck off the ACRA register on 5 March 2008.

Diva

6. Diva is a limited private company and an agent for artistes, athletes, models and other performers. Its registered office address is 2A Stanley Street Singapore (068721). Diva's turnover for the financial year ending 30 June 2009 was \$[~~ⓧ~~]. Rowena Foo Chew Ling ("Rowena Foo"), a director and shareholder of Diva, is referred to in this ID. Rowena Foo assumed the office of Entertainment Executive of the AMIP on 19 January 2005. Diva has been an ordinary member of the AMIP from the AMIP's inception.

Electra

7. Electra is a sole-proprietorship and an agent for artistes, athletes, models and other performers. Its registered principal place of business is 22 Ean Kiam Place Singapore (429114). Electra's estimated turnover for the financial year ending 31 December 2009 was \$[~~ⓧ~~]. Lim Wan Ying ("Wan Ying"), the owner of Electra, is referred to in this ID. Electra has

been an ordinary member of the AMIP from its inception. Electra has ceased carrying on business on 13 February 2011.

Impact

8. Impact is a sole-proprietorship in the business of music and dancing schools and photographic activities. Its registered principal place of business is 315 Outram Road #04-04 Tan Boon Liat Building Singapore (169074). Impact's turnover for the financial year ending 31 December 2009 was \$[REDACTED]. Tan Thiam Poh, the owner of Impact, is referred to in this ID. Impact's representative at the AMIP's meetings, Ms Tan Mui Mui ("Mui Chen") is also referred to in this ID. Mui Chen is the elder sister of Tan Thiam Poh. Impact has been an ordinary member of the AMIP from the AMIP's inception.

Linsan

9. Linsan is a sole proprietorship and an agent for artistes, athletes, models and other performers. Its registered principal place of business is 22 Ean Kiam Place Singapore (429114), which is the same registered principal place of business as Electra. Linsan's estimated turnover for the financial year ending 31 December 2009 was \$[REDACTED]. Colin Ho, the owner of Linsan is referred to in this PID. Chris Ho assumed the post of Assistant Treasurer of the AMIP on 19 January 2005. Linsan has been an ordinary member of AMIP from the AMIP's inception until 11 January 2010. Linsan has ceased to carry on business on 11 January 2010. During CCS' investigations, Colin Ho provided evidence to CCS that he was the actual owner of both Linsan and Electra. The question of Electra and Linsan operating as a "single economic entity" ("SEE") is discussed in paragraphs 342 – 344 of this ID.

Looque

10. Looque is a limited private company in the business of organising exhibitions and an agent for artistes, athletes, models and other performers. Its registered office address is 28 Maxwell Road, #03-11 Red Dot Traffic, Singapore (069120). Looque's estimated turnover for the financial year ending 31 December 2009 was \$[REDACTED]. Calvin Cheng Ern Lee (Calvin Zheng Enli) ("Calvin Cheng"), a director and shareholder of Looque, is referred to in this PID. Chris Swee Kian Kok ("Chris Swee"), General Manager of Looque, is also referred to in this ID. Calvin Cheng was the President of the AMIP from its inception. Looque has been an ordinary member of the AMIP from its inception. It was previously known as Elite

Models Singapore Pte Ltd, and changed its name to Looque on 17 May 2005.

Mannequin

11. Mannequin is a limited private company and an agent for artistes, athletes, models and other performers. Its registered office address is 115A Killiney Road. Mannequin's estimated turnover for the financial year ending 31 December 2009 was \$[REDACTED]. Fong Lai Yee ("Sera Fong"), a director and shareholder of Mannequin, is referred to in this ID. Sera Fong was the Treasurer of the AMIP from its inception until 2 June 2006.² Mannequin was an ordinary member of the AMIP from the AMIP's inception until 2 June 2006.

Phantom

12. Phantom is a limited exempt private company in the business of providing personnel management and selection services and an agent for artistes, athletes, models and other performers. Its registered office address is 276A South Bridge Road Singapore (058825). Phantom's turnover for the financial year ending 30 June 2010 was \$[REDACTED]. Lim Mui Keow Vivian ("Vivian Lim"), a director and shareholder of Phantom at the time of the infringement, is referred to in this ID. Vivian Lim was the Vice President of the AMIP from its inception Vivian Lim ceased to be involved in Phantom around 28 February 2010 and ceased to be a shareholder of Phantom in May 2010³. Phantom has been an ordinary member of the AMIP from the AMIP's inception.

Quest

13. Quest is a limited liability partnership and an agent for artistes, athletes, models and other performers. It manages models, talents, artistes and also organises fashion shows, events, promotions, concerts, and photography courses. Its registered office address is 20 Maxwell Road #09-17 Maxwell House Singapore (069113). Quest's estimated turnover for the financial year ending 31 December 2008 was \$[REDACTED]. Yap Huey Ching, Bhaktananda ("Bhak Yap"), a partner of Quest, is referred to in this ID. Bhak Yap was the Secretary of the AMIP from its inception until 22 July 2008.⁴ Quest

² See Answer to Question 52 of Fong Lai Yee's Note of Information / Explanation provided on 4 Aug 2009.

³ Letter from Phantom dated 18 Nov 2010

⁴ 22 July 2008 e-mail at 1.44a.m. "LETTER OF RESIGNATION AS AMIP SECRETARY & MEMBER" Exhibit BY-095, from Bhak Yap (Quest) to Looque Models – Calvin Cheng

was a partnership before converting to a limited liability partnership on 10 May 2007, and it ceased business on 15 January 2010. Quest was an ordinary member of the AMIP from the AMIP's inception until 22 July 2008.

B. Investigation and Proceedings

14. Following the complaint made against the AMIP on 13 February 2009, CCS conducted preliminary enquiries and decided that there were reasonable grounds for suspecting a breach of the prohibition under section 34 (“the section 34 prohibition”) of the Competition Act (Cap 50B) (“the Act”).
15. CCS commenced formal investigations under the Act and authorised its officers, under section 64 of the Act, to enter the premises of the AMIP, Bees Work, Diva, Linsan, Looque, and Phantom. On 15 July 2009, CCS carried out simultaneous unannounced inspections at these premises. On 17 July 2009, CCS was informed by the AMIP that the AMIP rates had been removed from the AMIP's website.⁵
16. In 2009, CCS sent notices requesting documents and information under section 63 of the Act, to Ave, Bees Work, Diva, Catworkz, Electra, Impact, Linsan, Looque, Mannequin and Quest. CCS carried out a number of interviews, under section 63 of the Act, with relevant personnel of the Parties⁶. In 2010, CCS sent out further notices, under section 63 of the Act, to the Parties. In 2009 and 2010, CCS also sent section 63 notices to other relevant entities to request for information.

SECTION II: LEGAL AND ECONOMIC ASSESSMENT

17. This section sets out the legal and economic framework against which CCS has considered the evidence.

A. The Section 34 Prohibition and its Application to Undertakings

18. Section 34 of the Act prohibits any agreements between undertakings, decisions by associations of undertakings or concerted practices which have as their object or effect the prevention, restriction or distortion of

⁵ E-mail from Calvin Cheng dated 17 July 2009, in which Calvin Cheng told CCS that “we have taken note of your concerns regarding price guidelines, and we have taken them down from our website”.

⁶ Refer to Annex A for details of interviews conducted in 2009.

competition within Singapore (“section 34 prohibition”). Section 34(2) of the Act states that:

... agreements, decisions or concerted practices may, in particular, have the object or effect of preventing, restricting or distorting competition within Singapore if they –

- (a) directly or indirectly fix purchase or selling prices or any other trading conditions;
- (b) limit or control production, markets, technical development or investment;
- (c) share markets or sources of supply; ...

19. Section 2 of the Act defines “undertaking” to mean “any person, being an individual, a body corporate, an unincorporated body of persons or any other entity, capable of carrying on commercial or economic activities relating to goods or services.” In this regard, the Parties are “undertakings” within the meaning of the Act.

B. Agreements and Concerted Practices

20. CCS’ Guidelines on the Section 34 Prohibition state that:

2.10 Agreement has a wide meaning and includes both legally enforceable and non-enforceable agreements, whether written or oral; it includes so-called gentlemen’s agreements. An agreement may be reached via a physical meeting of the parties or through an exchange of letters or telephone calls or any other means. All that is required is that parties arrive at a consensus on the actions each party will, or will not, take.

2.11 The fact that a party may have played only a limited part in the setting up of the agreement, or may not be fully committed to its implementation, or participated only under pressure from other parties does not mean that it is not party to the agreement (although these factors may be taken into account in deciding on the level of any financial penalty).

21. It is established law that an agreement may be found where it is implicit in the participants’ behaviour. A party who participated in an anti-competitive agreement is not relieved of responsibility for it because it did not implement or fully abide by the agreement. In the *Express Bus Operators Case*⁷, CCS stated:

⁷*Bus Services from Singapore to Malaysia & Southern Thailand* [2009] SGCCS 2 at [44] to [45].

44. An agreement may be found where it is implicit in the participants' behaviour, as was the case in *Viho Europe BV /Toshiba Europa (I.E.) GmbH*⁸. In this case the infringing parties had entered into agreements with their exclusive distributors in some Member States and these agreements contained an export prohibition clause in relation to photocopiers. The European Commission ("EC") held that Article 85(1)⁹ would apply to both written agreements containing an export prohibition clause as well as agreements where the clause was not included but where the evidence demonstrated that there was an understanding that the export prohibition should apply.
45. It is also established law that a party who participated in an anti-competitive agreement is not relieved of responsibility for it because it did not implement or fully abide by the agreement. This was the case in *Tréfileurope v European Commission*¹⁰, where the appellant had admitted participating in meetings the purpose of which was to fix prices and quotas in order to limit imports of welded mesh into France. The Court of First Instance ("CFI") held that the fact of the appellant's failure to abide by the agreement would not absolve it of its liability for the infringement.
22. In the *Express Bus Operators Case*, CCS found that one of the express bus companies was a party to the price-fixing agreement/concerted practice as its representatives had attended the meetings between the undertakings for anti-competitive purposes, and did nothing to publicly distance itself from the meetings, causing the other undertakings to believe that they subscribed to the agreement and will conform with it¹¹. In *Konsortium Express & Others v CCS, Appeals Nos. 1 and 2 of 2009*¹², the Competition Appeal Board ("CAB") upheld CCS' decision for liability of the parties for infringing agreements that continued beyond the transitional period provided for under the *Competition (Transitional Provisions for Section 34 Prohibition) Regulations*.
23. The section 34 prohibition also applies to concerted practices. CCS Guidelines state that the key difference between a concerted practice and an agreement is that a concerted practice may exist where there is informal

⁸ OJ 1991 L287/39 at paragraph 22

⁹ This is the predecessor provision of Article 81(1) and the equivalent of section 34(1) of the Act

¹⁰ Case T-141/89 [1995] ECR II-791

¹¹ [2009] SGCCS 2 at [365] to [368].

¹² *In the matter of Case No. CCS 500/003/08: Notice of Infringement Decision issued by the Competition Commission of Singapore, Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 between Konsortium Express and Tours Pte Ltd, Five Stars Tours Pte Ltd, GR Travel Pte Ltd, Gunung Travel Pte Ltd v The Competition Commission of Singapore – Decision, 28 February 2011, at paragraph 108.*

co-operation, without any formal agreement or decision. A concerted practice would be found to exist if parties, even if they did not enter into an agreement, knowingly substituted the risks of competition with co-operation between them¹³.

24. In the case of *Suiker Unie and others v Commission*¹⁴, which was referred to by CCS in the *Express Bus Operators Case*¹⁵, the parties contacted each other with the aim of removing, in advance, any uncertainty as to the future conduct of their competitors. The European Court of Justice (“ECJ”) found that it was not necessary to prove there was an actual plan and held at ¶ 174:

174 Although it is correct to say that this requirement of independence does not deprive economic operators of the right to adapt themselves intelligently to the existing and anticipated conduct of their competitors, it does, however **strictly preclude any direct or indirect contact between such operators, the object or effect whereof is either to influence the conduct on the market of an actual or potential competitor or to disclose to such a competitor the course of conduct which they themselves have decided to adopt or contemplate adopting on the market.**
[Emphasis added]

25. In the case of *Hüls AG v. Commission*¹⁶, the ECJ said that the concept of a concerted practice implies, besides the parties’ concertation, a subsequent conduct on the market and a relationship of cause and effect between the parties. The ECJ held at ¶ 162:

162 However, **subject to proof to the contrary, which the economic operators concerned must adduce, the presumption must be that the undertakings taking part in the concerted action and remaining active on the market take account of the information exchanged with their competitors for the purposes of determining their conduct on that market.** That is all the more true where the undertakings concert together on a regular basis over a long period, as was the case here, according to the findings of the Court of First Instance.
[Emphasis added]

¹³ Paragraph 2.16 of CCS Guidelines on the Section 34 Prohibition

¹⁴ 96 Joined cases 40 to 48, 50, 54 to 56, 111, 113 and 114/73 [1975] ECR-I 1663, [1976] 1 CMLR 295

¹⁵ [2009] SGCCS 2 at [51] to [54].

¹⁶ Case C-199/92 [1999] ECR I-4287.

26. As CCS stated in the *Pest Control Case*¹⁷, and subsequently cited in the *Express Bus Operators Case*¹⁸:

...the concept of a concerted practice must be understood in the light of the principle that each economic operator must determine independently the policy it intends to adopt on the part.

27. It is established law that it is not necessary for the purposes of finding an infringement, to characterise conduct as exclusively an agreement or a concerted practice. In the case of *SA Hercules Chemicals v Commission*¹⁹, which was referred to by CCS in the *Express Bus Operators Case*²⁰, the CFI found that Hercules took part, over a period of years, in an integrated set of schemes constituting a single infringement, which progressively manifested itself in both unlawful agreements and unlawful concerted practices. As such, the European Commission was entitled to characterise that single infringement as “an agreement and a concerted practice” since the infringement involved, at one and the same time, factual elements to be characterised as “agreements” and factual elements to be characterised as “concerted practices”.
28. Similarly, in the case of *JJB Sports plc and Allsports Limited v Office of Fair Trading*²¹, the Competition Appeal Tribunal (“CAT”) in the United Kingdom said at ¶ 644:

644 It is trite law that it is not necessary for the OFT to characterise an infringement as either an agreement or a concerted practice: it is sufficient that the conduct in question amounts to one or the other

...

C. Single Continuous Infringement

29. An infringement of the section 34 prohibition may result not only from a single act but also from a series of acts or continuous conduct.
30. In the *Polypropylene* case²², the EC found that the producers of polypropylene were party to a whole complex of schemes, arrangements and measures decided in the framework of a system of regular meetings and continuous contact which constituted a single continuing agreement.

¹⁷ *Re Certain Pest Control Operators in Singapore* [2008] SGCCS 1 at [42].

¹⁸ [2009] SGCCS2 at [50].

¹⁹ Case T-7/89 [1991] ECR II-711.

²⁰ [2009] SGCCS 2 at [55] to [58].

²¹ [2004] CAT 17

²² Case IV/31.149 - *Polypropylene*

The EC found that the producers, by subscribing to a common plan to regulate prices and supply in the polypropylene market, participated in an overall framework agreement which was manifested in a series of more detailed sub-agreements worked out from time to time. The EC stated at ¶ 83 of its decision:

The essence of the present case is the combination over a long period of the producers towards a common end, and each participant must take responsibility not only for its own direct role but also for the operation of the agreement as a whole. The degree of involvement of each producer is not therefore fixed according to the period for which its pricing instructions happened to be available but for the whole of the period during which it adhered to the common enterprise.
[Emphasis added]

31. The concept of a single continuous infringement was elaborated on in the *Choline Chloride* case at both the EC²³ and CFI²⁴ level. Although the CFI overturned the decision of the EC, one of the EC's key arguments was preserved – that is, that the unequal and differing roles of each participant and the presence of internal conflict would not defeat the finding of a common unlawful enterprise.
32. The EC reiterated the principle set out in *Polypropylene* and went on further to state at paragraphs 146 – 147 :

146 Although a cartel is a joint enterprise, each participant in the agreement may play its own particular role. **Some participants may have a more dominant role than others. Internal conflicts and rivalries, or even cheating may occur, but that will not prevent the arrangement from constituting an agreement/concerted practice for the purposes of Article 81(1) of the Treaty where there is a single common and continuing objective.**

147 **The mere fact that each participant in a cartel may play the role which is appropriate to its own specific circumstances does not exclude its responsibility for the infringement as a whole, including acts committed by other participants but which share the same unlawful purpose and the same anti-competitive effect.** An undertaking which takes part in the common unlawful enterprise by actions which contribute to the realisation of the shared objective is equally responsible, for the

²³ Case COMP / E-2 / 37.533 - *Choline Chloride*

²⁴ Joined Cases T-101/05 and T-111/05 *BASF AG and UCB SA v Commission of European Communities* at para 159

whole period of its adherence to the common scheme, for the acts of the other participants pursuant to the same infringement. This is certainly the case where it is established that the undertaking in question was aware of the unlawful behaviour of the other participants or could have reasonably foreseen or been aware of them and was prepared to take the risk²⁵.

[Emphasis added]

33. Further guidance on the concept of a single and continuous infringement was provided by the CFI. In the appeal from the EC's decision, the CFI made clear that in order for the "common objective" to provide a sufficiently unifying umbrella such that the various activities can be said to comprise of a single complex continuous infringement, these activities must be complementary in nature and contribute towards the realization of that common objective²⁶. The CFI also affirmed, in *Hercules v Commission*²⁷, that where it would be artificial to split up continuous conduct, characterized by a single purpose, by treating it as a number of separate infringements, a single continuous infringement can be found.

D. Object or Effect of Preventing, Restricting or Distorting Competition

34. As stated in paragraph 18 above, section 34(1) of the Act prohibits "agreements between undertakings ... or concerted practices, which have as their object or effect the prevention, restriction or distortion of competition within Singapore".
35. CCS has stated in the *Pest Control Case*²⁸ and the *Express Bus Operators Case*²⁹ that, "object" and "effect" are alternative and not cumulative requirements. CCS also stated in these cases that the object of an agreement or concerted practice is not based on the subjective intention of the parties when entering into an agreement, but rather on the objective meaning and purpose of the agreement considered in the economic context in which it is to be applied. Further:

...Where an agreement has as its object the restriction of competition, **it is unnecessary to prove that the agreement would have an anti-competitive effect in order to find an infringement of section 34.**

²⁵ See also the judgment in Case C-49/92 P *Commission of the European Communities v Anic Participazioni SpA*, [1999] ECR I-04125, at paragraph 83

²⁶ This was dealt with at paragraph 179 to 181 of its decision.

²⁷ Case T-7/89 [1991] ECR II-01711

²⁸ [2008] SGCCS 1 at [48].

²⁹ [2009] SGCCS 2 at [70].

[Emphasis added]

36. In the *Collusive Tendering (Bid-Rigging) in Electrical and Building Works Case*³⁰, CCS said:

European jurisprudence has established that there can be an infringement even if an agreement does not have an effect on the market: *Tréfilunion v Commission*³¹. Similarly, there can be a concerted practice even if there is no actual effect on the market. *P. Hüls AG v. Commission*³².

37. In *The Community v Interbrew NV and others (re the Belgian beer cartel)*³³, the EC held that provided it could be shown that the aim of meetings between the infringing parties was clearly anti-competitive, there was no corresponding need to show that the consequences of the meetings were harmful to competition³⁴. This is also the position taken in the UK: see *Argos Limited and Littlewoods Limited v OFT*³⁵.

38. Even information exchange between competitors with the objective of restricting competition (for example, regarding intended future prices) will be treated as a restriction of competition by object, meaning to say that an adverse effect on the market need not be demonstrated. This was set out in the recently issued EU Commission Guidelines on the applicability of Article 101 TFEU to Horizontal Co-operation Agreements³⁶ where it is stated:

“72. Any information exchange with the objective of restricting competition on the market will be considered as a restriction of competition by object. [...]”

...

74. Information exchanges between competitors of individualised data regarding intended future prices or quantities should therefore be considered a restriction of competition by object. In addition, private exchanges between competitors of their individualised intentions regarding future prices or quantities would normally be considered and fined as cartels because they generally have the object of fixing prices or quantities. [...]”

³⁰ [2010] SGCCS 4 at [50].

³¹ Case T-148/89 [1995] ECR II-1063

³² Case C-199/92 [1999] ECR I-4287

³³ Case IV/37.614/F3 [2004] CMLR 2

³⁴ Case IV/37.614/F3 [2004] CMLR 2 at paragraph 254

³⁵ [2004] CAT 24

³⁶ [2011] OJ C 11/1

(emphasis added)

E. Appreciably Prevent, Restrict or Distort Competition

39. The facts in the current case involve price-fixing. Price-fixing can take many forms, such as agreements:
- (a) To establish or adhere to price discounts.
 - (b) To hold prices firm.
 - (c) To eliminate or reduce discounts.
 - (d) To adopt a standard formula for computing prices.
 - (e) To maintain certain price differentials between different types, sizes, or quantities of products.
 - (f) To adhere to a minimum fee or price schedule.
 - (g) To fix credit terms.
 - (h) Not to advertise prices³⁷.
40. CCS Guidelines state that an agreement or concerted practice will fall within the scope of the section 34 prohibition if it has as its object or effect the appreciable prevention, restriction or distortion of competition within Singapore³⁸. CCS regards agreements or concerted practices involving price-fixing, bid-rigging, market-sharing or output limitations as always having an appreciable adverse effect on competition, notwithstanding the market share of the parties to the agreement³⁹, and has also applied this principle in the *Express Bus Operators* case.⁴⁰
41. CCS Guidelines also state that any recommendation as to prices and charges, including discounts and allowances is likely to have an appreciable effect on competition⁴¹.

F. Burden and Standard of Proof

42. CCS has the burden of proving that an infringement has been committed. The standard of proof to be applied is the civil standard, commonly known as the balance of probabilities. This follows from the structure of the Act – that is, that decisions by CCS follow a purely administrative procedure, and that directions and financial penalties are enforceable by way of civil

³⁷ Source: United States Department of Justice - An Antitrust Primer - Price Fixing, Bid Rigging, and Market Allocation Schemes: What They Are and What to Look For (<http://www.justice.gov/atr/public/guidelines/211578.pdf> last accessed on 24 Jan 2011)

³⁸ Paragraph 2.18 of CCS Guidelines on the Section 34 Prohibition

³⁹ Paragraph 2.19 and 2.20 of CCS Guidelines on the Section 34 Prohibition

⁴⁰ [2009] SGCCS 2 at [77].

⁴¹ Annex A of CCS Guidelines on the Section 34 Prohibition

proceedings under section 85 of the Act by registering the directions in a District Court in accordance with the Rules of Court⁴².

43. CCS is mindful that a finding of an infringement of the section 34 prohibition is a serious matter which may involve the issuance of directions and the imposition of financial penalties. The quality and weight of the evidence must therefore be sufficiently strong before CCS concludes that the allegation is established on a balance of probabilities. The evidence likely to be sufficiently convincing to prove an infringement will depend on the circumstances and the facts. In *JJB Sports plc and Allsports Limited v OFT*⁴³, the CAT said:

206. As regards price fixing cases under the Chapter I prohibition, the Tribunal pointed out in *Claymore Dairies* that **cartels are by their nature hidden and secret; little or nothing may be committed to writing. In our view even a single item of evidence, or wholly circumstantial evidence, depending on the particular context and the particular circumstances, may be sufficient to meet the required standard:** see *Claymore Dairies* at [3] to [10].
[Emphasis added]

44. While CCS has the burden to establish that the infringing act was performed, the presumption then arises that that act continues to remain in existence unless there are circumstances indicating to the contrary. This was affirmed by the CAB in *Konsortium Express & Others v CCS, Appeals No.s 1 and 2 of 2009*⁴⁴. The onus will then be on the Parties to show that the infringing act had ceased, in particular where the infringing act is a series of activities spanning over years, and that stretched over and beyond the transitional period provided for in the *Competition (Transitional Provisions for Section 34 Prohibition) Regulations*. Where there is nothing to show that the infringing act had ceased before the end of the transitional

⁴² See also *Appeals No.s 1 & 2 of 2009 : In the matter of Case No. CCS 500/003/08: Notice of Infringement Decision issued by the Competition Commission of Singapore, Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 between Konsortium Express and Tours Pte Ltd, Five Stars Tours Pte Ltd, GR Travel Pte Ltd, Gunung Travel Pte Ltd v The Competition Commission of Singapore*, decision dated 28 February 2011 where the CAB observed, at paragraph 104, that parties were in agreement that the relevant standard of proof is on a balance of probabilities.

⁴³ [2004] CAT 17

⁴⁴ *In the matter of Case No. CCS 500/003/08: Notice of Infringement Decision issued by the Competition Commission of Singapore, Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 between Konsortium Express and Tours Pte Ltd, Five Stars Tours Pte Ltd, GR Travel Pte Ltd, Gunung Travel Pte Ltd v The Competition Commission of Singapore*, decision dated 28 February 2011 at paragraph 110.

period, the Parties cannot enjoy the immunity from penalty provided for by the *Transitional Provisions Regulations*⁴⁵.

G. The Relevant Market

Market Definition in the Section 34 Prohibition

45. In the context of the section 34 prohibition, market definition typically serves two purposes. First, it is usually the first step in a full competition analysis to help determine if an agreement and/or concerted practice would have an appreciable adverse effect on competition⁴⁶. Second, where liability is established, market definition can help determine the appropriate amount of penalty, expressed as a percentage of the turnover of the business of the undertaking in Singapore for the relevant product and relevant geographic markets affected by the infringement⁴⁷.
46. This present case involves agreements and/or concerted practices that amount to price-fixing. As such, a distinct market definition is not necessary for the first purpose of establishing an infringement of the section 34 prohibition. This is because agreements and/or concerted practices that have as their object the prevention, restriction and distortion of competition by way of price fixing, collusive tendering or bid-rigging, market sharing or output limitations, are, by their very nature, regarded as preventing, restricting or distorting competition appreciably⁴⁸.

The Relevant Product Market

47. As a starting point for determining the relevant product market, CCS identifies the focal products or services which are provided by the Parties⁴⁹.
48. For the purpose of this decision, “models” and “talents” are collectively referred to as “modelling persons”. A “model” or “talent” may be described as a person whose physical attributes are used for purposes such as fashion, art and advertisements⁵⁰. CCS notes that industry players did not make a clear distinction between a “model” or “talent”, nor do they

⁴⁵ Regulation 3(2), *Competition (Transitional Provisions for Section 34 Prohibition) Regulations*

⁴⁶ See paragraph 1.6 and 1.7 of the CCS Guidelines on Market Definition.

⁴⁷ See paragraph 2.1 of CCS Guidelines on the Appropriate Amount of Penalty

⁴⁸ See paragraph 3.2 of CCS Guidelines on the Section 34 Prohibition.

⁴⁹ See paragraph 2.1 of CCS Guidelines on Market Definition

⁵⁰ For instance, modelling services are provided by models and talents for product launches, various types of shows such as bridal shows, hair shows, advertising jobs that include corporate videos. A non-exhaustive list of modelling services can be seen in the list of services, formulated by the Parties, at Annex E.

differentiate between the two, given that both do essentially the same things⁵¹. Having said that, industry players consider “models” as those with physical attributes that are deemed suitable to model for fashion shows and high-fashion magazine spreads. There appears to be some requirements to be met for one to be a “model” for example, a certain height, built and look⁵², whereas it appears to be relatively easier to meet the requirements for a “talent”. CCS notes that “models” and “talents” are however substitutable for assignments such as advertorials and commercials. The assignment of a modelling person to a particular work assignment would depend on the suitability of the modelling person for the assignment and the preference of the client. CCS would thus define modelling services as services provided by a modelling person.

49. CCS notes that the Parties provide modelling services by adult models, child models and talents. However, as noted in paragraph 48 above, the industry does not clearly differentiate between these categories of persons. This approach is further buttressed by the fact that, for the calculation of penalties, the Parties’ relevant turnover base does not differentiate turnover for adult models, child models and talents. It is not necessary for CCS to go beyond the focal product to consider demand- or supply-side substitutes either, because the penalisable turnover base would not increase, given that the Parties were not involved in the business of substitutes.
50. Similarly, CCS does not consider it necessary to further delineate the relevant market according to the different modelling assignments (e.g. fashion shows, advertorials and editorials) for which the Parties have engaged in the infringing anti-competitive behaviour.
51. A modelling agency provides modelling persons for a range of modelling services to clients at a fee⁵³. Modelling agencies also collect “loading fees – which are fees for the usage of the modelling persons’ images in different countries and media, for example, in web pages, shopping mall decals, pamphlets. The loading fees are computed based on the extent of exposure or usage of the images. Loading fees are applicable only for advertorials,

⁵¹ Answer to Questions 78, 79, 80 of Christine Ty’s Notes of Information, 22 July 2009; answer to Questions 2 and 4 of Vivian Lim’s Notes of Information, 16 July 2009.

⁵² See Answer to Question 50 of Chris Swee Kian Kok’s Notes of Information / Explanation provided on 13 August 2009.

⁵³ Modelling agencies source their modelling persons by many ways, including open auditions and street casting. Co-brokering of modelling persons between modelling agencies is also common, as well as sourcing overseas modelling persons from overseas agencies.

editorials, print advertisements and television commercials⁵⁴ and are collected by the modelling agency⁵⁵.

52. Clients of modelling agencies include magazines, advertising agencies, photographers, fashion designers and fashion show organisers. They require modelling persons for work in various matters: advertorials, editorials, fashion shows, and other shows (e.g. bridal shows, hair shows, brand/ fashion label shows). Modelling persons may also be used in other modelling services such as appearances in advertisements, television commercials, product launches and road shows. Thus, where modelling persons are hired for product launch or product endorsement events and activities, these services constitute modelling services. In the same vein, where the client hires modelling persons for their workshops and courses, these are also modelling services provided by modelling persons.
53. Advertorials refer to content that promote the benefits of the sponsors' products and services presented as info-commercials, and can be found on various media including magazines and television⁵⁶. Editorials refer to illustrations for a story for a magazine (e.g. a picture of a couple fighting to illustrate a write-up on rising divorce rates)⁵⁷.
54. Fashion shows generally refer to events where a collection of apparels are modelled for an audience. According to the industry, there are two major fashion show events in Singapore, namely the Singapore Fashion Festival organized by the Singapore Tourism Board, and the Singapore Fashion Week organized by IE Singapore⁵⁸. According to AMIP President Calvin Cheng, Singapore Fashion Week occurs around the same time as the Hong Kong Fashion Week every year, and since modelling persons would choose to go to the country where the organizers pay better rates, most models would opt for the Hong Kong Fashion Week⁵⁹. Aside from these two major events, individual fashion labels also organize their own fashion shows to showcase their collections.

⁵⁴ See Answer to Question 103 of Rowena Foo Chew Ling's Notes of Information/Explanation provided on 22 July 2009.

⁵⁵ See Answer to Question 61 of Rowena Foo Chew Ling's Notes of Information/Explanation provided on 15 July 2009.

⁵⁶ "Advertorials? State Clearly." The Straits Times 10 September 2009

⁵⁷ See Answer to Question 17 of Tan Mui Mui's Notes of Information/Explanation provided on 28 Jul 2009.

⁵⁸ See Answer to Question 23 of Calvin Cheng Ern Lee's Notes of Information/ Explanation provided on 13 August 2009.

⁵⁹ Ibid.

55. Modelling agencies may also provide other non-modelling services such as courses in choreography, photography and grooming, which do not involve the use of modelling persons⁶⁰. CCS does not consider these services as the subject of the investigation and, consequently, they would not fall within the relevant product market.
56. Apart from the non-modelling services stated in paragraph 55, CCS does not find it necessary to further delineate the product market into the specific types of modelling services. CCS notes that the infringing anti-competitive conduct of the Parties demonstrate that they regard the whole range of modelling services as a single market of services. The Parties' relevant turnover base also does not differentiate between the various types of modelling services or assignments.
57. CCS notes the position taken by the UK's CAT in *Argos Limited & Littlewoods Limited v Office of Fair Trading*⁶¹, in which it was held that:

In our judgment, it follows that in Chapter I cases involving price-fixing it would be inappropriate for the OFT to be required to establish the relevant market with the same rigour as would be expected in a case involving the Chapter II prohibition. In a case such as the present, definition of the relevant product market is not intrinsic to the determination of liability, as it is in a Chapter II case. In our judgment, it would be disproportionate to require the OFT to devote resources to a detailed market analysis, where the only issue is the penalty.... In our view, it is sufficient for the OFT to show that it had a reasonable basis for identifying a certain product market for the purposes of Step 1 of its calculation.

58. As such, CCS considers that the relevant product market is the supply of modelling services by modelling agencies.

The Relevant Geographic Market

59. For the purposes of calculating the relevant turnover and determining penalties in this case, CCS considers that the relevant geographic market is Singapore because the infringing anti-competitive conduct relates to the supply and prices of modelling services in Singapore. The relevant geographic market does not relate to the nationality or residence of the modelling persons but instead relate to provision of modelling services in Singapore. For the avoidance of doubt, this market includes foreign modelling persons providing modelling services in Singapore Further if the

⁶⁰For example, a photography course conducted by a photographer to members of the public.

⁶¹[2005] CAT 13 at paragraphs 178 and 179.

client/customer was a Singapore-based client, regardless of where the photo-shoot or filming occurred, the provision of modelling services would be to the Singapore-based client, and hence within the relevant geographic market, for the purposes of this infringement⁶². In the case of overseas-based clients, provision of modelling services to such clients would fall outside the relevant geographic market.

SECTION III : CCS' ANALYSIS OF THE EVIDENCE AND CONCLUSIONS

60. The structure of this section is as follows:

- a. Outline of the facts and evidence,
- b. CCS' analysis of the facts and evidence,
- c. CCS' conclusions.

A. The Facts and Evidence Relating to a Price-fixing Agreement and Single Continuous Infringement

61. The facts and evidence set out below relate to the discussion and coordination of the infringing anti-competitive conduct of the Parties. These are documented in the form of e-mails, minutes of discussions and rate sheets. Rates charged by the Parties were compiled, rates and discounts were discussed, collectively set and varied when appropriate. The Parties maintained open channels of communication, through e-mail correspondence and meetings, in which they shared information, implemented rates, managed clients' responses, provided support and encourage solidarity among themselves.

Documentary evidence

62. The evidence obtained from CCS' investigations⁶³ reveal that the collective discussions, among the Parties, on rates for modelling services was first raised as early as 16 December 2004. On 17 December 2004, Bhak Yap e-mailed several modelling agencies saying⁶⁴:

⁶² In *Konsortium Express & Ors v CCS, Appeals No.s 1 & 2 of 2009*, the relevant turnover included the turnover from bus tickets sold *in Singapore* for destinations in Malaysia and Southern Thailand, even though the bus services were largely performed outside of Singapore, the transaction (purchasing of the ticket) was done in Singapore.

⁶³ Documentary evidence were obtained during CCS' s.64 inspections and the s.63 notices issued to the various parties

⁶⁴ 17 December 2004 e-mail at 11.18pm "ISSUES CONCERNING PROPOSAL OF ESTABLISHING A MODELLING AGENCIES ASSOCIATION", Exhibit RF-008, from Bhak Yap (Quest) to representatives

Dear Members

...We had a good discussion concerning issues relating to our modelling business and also the rates for fashion shows/launches. A copy of the recommended rates for year 2005 and some pointers will be emailed to you separately...

... we seek every one's patience, support and co-operation in making this plan a successful one...

[IMPORTANT MATTER]

... We are now reviving the plan that didn't work out ten years ago. And this time round, we really want to see it work...

...Please bear in mind that **we are all doing this for a purpose and on a collective basis**. No modelling agency or its staff would be penalised or singled out as the mastermind of this proposed plan because we are all doing this for the benefit the modelling industry and our business. We treat this as a friendly competition and we don't expect members to backstab each other...

...Last but not least, if anyone feels that this is not his or her objective, please stop attending our future meetings and keep [Missing text] informed of the decision. And if anyone is here to spy on the proceedings, the consequences could be worst. This modelling industry is very small and words spread like fire. Eventually, we will find out who the culprit is and it won't be very nice.

[emphasis added]

63. On the same day, Bhak Yap circulated, in an e-mail, the minutes of the discussion, stating that "all members have agreed on the ... recommended rates", and also set out the agreed recommended rates for fashion shows for normal, lingerie, swimwear, principal, trunk, hair shows, ushering, mingling, outfits changes, fitting and show casting rates⁶⁵.
64. At the meeting on 26 January 2005, the modelling agencies (including the Parties) discussed and agreed on the name of their association and also

from the following agencies: Phantom Models; Ave Management; Ave Management; Bees Work Talents; Elite Models; Diva Models; [X]; Impact Models; [X]; Linsan; [X]; Catworkz Talents; [X]and Mannequin Studio.

⁶⁵ 17 December 2004 e-mail at 11.45pm "RECOMMENDED MODEL RATES FOR YEAR 2005 – FASHION SHOWS / LAUNCHES / HAIR SHOWS (Private & Confidential)", Exhibit RF-009, from Bhak Yap (Quest) to Phantom Models – Vivian Lim; Ave Management – Chuan Do; Ave Management – Jimmy LFin; Bee Work Talents – Christine Ty; Elite Models – Calvin Cheng; Elite Models – Chris Swee; Diva Models – Rowena Foo; [X]; Impact Models – Paul; Impact Models – Mui Chen; Impact Models – Eileen Koh; [X]; Linsan Models – Colin Ho; [X]; Catworkz Talents – Chris Lee; [X]; Mannequin Studio – Sera Fong

discussed and agreed on commission rates for models⁶⁶. The following is an extract of this e-mail:

Dear Member

...

3) We will be registering the association online on 31st January. The Registry of Societies requires the president, secretary and treasurer to jointly register it. We have decided on the name – Association of Modelling Industry Professionals (Singapore) – as this provides a wider scope of involvement in the industry.

...

8) COMMISSION RATES FOR MODELS

- Minimum 25% commission for all contracted local models
- Minimum 35% commission for all overseas models (10% to mother agency)
- Agencies are requested to speak to their contracted models regarding the increase of the commission rate
- All new models who just joined and have not signed the contract, use the new recommended commission rate
- Members have proposed that a 10% billing handling/administrative fee be included to the invoice when billing clients (e.g. if a job is S\$1,000.00, the invoice should indicate S\$900.00 as the model fee and S\$100.00 as handling/administrative fee and S\$900.00 the amount to quote to the model). This is only a recommended guideline and the fee quoted is between the agency and the model...

65. The AMIP's Exco discussed rates and the information which arose from the Exco discussion was sent to AMIP members (including the Parties) on 5 February 2005⁶⁷, for their action on the new rates to take effect from 1 March 2005. AMIP members were told, "If you could quote higher, by all means please go ahead." The e-mail contained rates for the Singapore Fashion Festival 2005, print ad, loading fee for press and magazine, and the minimum loading fee for TV commercials.

⁶⁶ 26 January 2005 e-mail at 7.19pm "JANUARY 26, 2005 – MEETING MINUTES", Exhibit CC-026, from Bhak Yap (Quest) to Ave Management – Chuan Do; Ave Management – Jimmy Lim; Bee Work Talents – Christine Ty; [☒]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models – Paul; Impact Models – Mui Chen; Linsan Models – Colin Ho; Looque International – Calvin Cheng; Mannequin Studio – Sera Fong; [☒]; Phantom Models – Vivian Lim

⁶⁷ 5 February 2005 e-mail "UPDATES ON EXCO DISCUSSION", Exhibit CC-025 from Bhak Yap - Quest Model Management (Secretary) to Ave Management - Chuan Do; Ave Management - Jimmy Lim (Assistant Entertainment Officer); Bee Works Talents – Christine Ty (Assistant Treasurer); [☒]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo (Entertainment Officer); Electra Models – Renee Lim; Elite Models – Chris Swee; Impact Models - Mui Tan; Impact Models – Paul; Linsan Models – Colin Ho; Looque International – Calvin Cheng (President), Mannequin Studio – Sera Fong; [☒]; Phantom Models – Vivian Lim (Vice-President)

66. There is evidence that AMIP members (including the Parties) acted on the agreed rates and the increase in rates caused unhappiness amongst some clients for Linsan⁶⁸ and [REDACTED]⁶⁹. The AMIP members discussed by e-mail how to manage the clients who were unhappy with the rates increase and ensure that the clients did not “pull a fast one” on AMIP members by quoting the old rate as the agreed rate⁷⁰.
67. On 23 February 2005,⁷¹ the AMIP’s President told members to recommend a smaller increase in rates so that the market can accept the increase and clients will not lodge a price-fixing complaint against the AMIP under the Competition Act. The following is an extract of this e-mail:

Dear All,

I am writing this email to raise some concern regarding our rates guidelines meeting today; Vivian of Phantom has spoken to me and she is also in agreement with me.

⁶⁸ Colin Ho e-mail “Re: AMIP UPDATES – IMPORTANT”, on 25 February 2005 at 6:34pm, Exhibit CC-019, from e-mail account “Electra Agent” to AMIP; Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [REDACTED]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; [REDACTED]; Phantom Models – Vivian Lim; Quest Models – Bhak Yap; renee@electramanagement.com

⁶⁹ [REDACTED] e-mail 25 February 2005 at 7:21pm, “Re: AMIP UPDATES – IMPORTANT”, Exhibit CC-019, to “Electra Agent”; AMIP; Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [REDACTED]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; Phantom Models – Vivian Lim; Quest Models – Bhak Yap; renee@electramanagement.com

⁷⁰ 21 February 2005 e-mail “Re show rates” from Bhak Yap to Chris Swee, Exhibit CC-024. Bhak Yap wrote :

Hi Chris,

No problem. As spoken just go ahead with the old rates but you need to take note which are the shows they have already quoted clients. What you did is right by informing them that this is the only exception and for future shows, the new rate will apply.

We foresee shows from May would be affected by the new rate. Afterwhich there is no excuse that they have had quoted the clients the old rate unless we are talking about the SFW which there may be a possibility that the old rate was already quoted earlier.

In any case, do like what Mannequin did – circulate the name of the shows and the choreographer to all members – so that we could do a cross-reference in case they try to pull a fast one by saying the old rate had already been quoted to clients...

⁷¹ 23 February 2005 e-mail “About Rates” from Calvin Cheng to AMIP and AMIP members, Exhibit CC-023, Ave Management - Chuan Do; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [REDACTED]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Electra Management – Renee Lim; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Linsan Models – Colin Ho; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; [REDACTED]; Phantom Models – Vivian Lim; Quest Models – Bhak Yap

...

I am concerned that we will meet with a backlash from the industry if we recommend higher rates too drastically. The association will come under great stress, and individual agencies will be pressurised to break ranks.

...

Not only this, with the Competition Act having come into existence as of October 2004, we do not want to fall prey to any accusation that we are price-fixing. The more agitation we create amongst our clients, the more likely they may band together to lodge a complaint against us.

...

I thus suggest that we re-look the rates. **With the exception of shows, we should not be recommending increase of rates by more than 10 to 15% to begin with. The market needs time to adjust, and too big a shock to the system will backlash on us. It will also not be accepted.**

...

I am an economist by training and have looked previously as a corporate strategist at many cases of industry consolidation and cartelisation. I have also seen how many cases of oligarchic behaviour we are effectively recommending can break down when demands are too unreasonable.

...

[emphasis added]

68. As a result of this suggestion, the AMIP sent an e-mail to its members informing them of amendments to the modelling services rates⁷². On 24 February 2005,⁷³ the AMIP sent an important update to its members, saying amongst other things, that members are to inform their clients that they will make it an exception to honour old rates of \$250 for shows but the new rate of \$400.00 shall apply for all new bookings from 1st April 2005.

⁷² 23 February 2005 e-mail "AMENDMENTS TO MODEL RATES", Exhibit CC-022, from AMIP to AMIP members, Ave Management - Chuan Do; Ave Management - Jimmy Lim; Bee Works Talents - Christine Ty; [✉]; Catworkz Talents - Chris Lee; Diva Models - Rowena Foo; Electra Management - Renee Lim; Elite Models - Chris Swee; Impact Models - Mui Chen; Impact Models - Paul Tan; Linsan Models - Colin Ho; Looque Media - Calvin Cheng, Mannequin Models - Sera Fong; [✉]; Phantom Models - Vivian Lim; Quest Models - Bhak Yap

⁷³ 24 February 2005 e-mail "AMIP UPDATES - IMPORTANT", Exhibit CC-021, from AMIP to AMIP members, Ave Management - Chuan Do; Ave Management - Jimmy Lim; Bee Works Talents - Christine Ty; [✉]; Catworkz Talents - Chris Lee; Diva Models - Rowena Foo; Electra Management - Renee Lim; Elite Models - Chris Swee; Impact Models - Mui Chen; Impact Models - Paul Tan; Linsan Models - Colin Ho; Looque Media - Calvin Cheng, Mannequin Models - Sera Fong; [✉]; Phantom Models - Vivian Lim; Quest Models - Bhak Yap

69. However, Linsan objected to the delay in implementing the higher rates, and urged the others to implement all of the latest proposed rates⁷⁴. The following is an extract of the e-mail:

Hi to all,

I believe we have received emails from Calvin and Bhak regarding rates issue and other related staff. It seems that after 3 months of meeting and discussions, we are back to square one over rates issue. **I strongly urged we should take effect and implement all the latest proposed rates. No point waiting till May and gradually increasing our charges. Do it now once and for all...**

[emphasis added]

70. Linsan⁷⁵ and another agency, [☒]⁷⁶, had applied the AMIP rates but were told there were other modelling agencies quoting lower rates. In response to the complaints from Linsan and [☒], Calvin Cheng informed all AMIP members that he had spoken to a non-member agency (then a potential new member of AMIP) and received assurances from that agency that there will be no undercutting of the AMIP's rates⁷⁷.
71. On 26 February 2005⁷⁸, Bhak Yap asked all AMIP members to abide by the agreed rates. The following is an extract of the e-mail:

⁷⁴ Colin Ho e-mail "Re: AMIP UPDATES – IMPORTANT", on 25 February 2005 at 6:34pm, Exhibit CC-019, from e-mail account "Electra Agent" to AMIP; Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [☒]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; [☒]; Phantom Models – Vivian Lim; Quest Models – Bhak Yap; renee@electramanagement.com

⁷⁵ Colin Ho e-mail "Re: AMIP UPDATES – IMPORTANT", on 25 February 2005 at 6:34pm, Exhibit CC-019, from e-mail account "Electra Agent" to AMIP; Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [☒]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; [☒]; Phantom Models – Vivian Lim; Quest Models – Bhak Yap; renee@electramanagement.com

⁷⁶ [☒] e-mail 25 February 2005 at 7:21pm, "Re: AMIP UPDATES – IMPORTANT", Exhibit CC-019, to "Electra Agent"; AMIP; Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [☒]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; Phantom Models – Vivian Lim; Quest Models – Bhak Yap; renee@electramanagement.com

⁷⁷ Calvin Cheng e-mail 25 February 2005 at 8:54pm, "Re: AMIP UPDATES – IMPORTANT", Exhibit CC-019, to [☒]; "Electra Agent"; AMIP; Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim; Bee Works Talents – Christine Ty; [☒]; Catworkz Talents – Chris Lee; Diva Models – Rowena Foo; Elite Models – Chris Swee; Impact Models - Mui Chen; Impact Models – Paul Tan; Looque Media – Calvin Cheng, Mannequin Models – Sera Fong; Phantom Models – Vivian Lim; Quest Models – Bhak Yap; renee@electramanagement.com

⁷⁸ e-mail from "AMIP- Bhak Yap" dated 26 Feb 2005 at 3.07 a.m. in Exhibit BY-037 (pages 15 – 17)

Dear Member

...

Talking about trust, **I sincerely hope that all members will abide by the recommended rates once we have finalised them. We all have the same objective and common goal – to command higher model rates. This is the reason why this association was started.** A decade ago, a few agencies tried to form one but failed because of eventual undercutting of rates. We have come this far and we have all put in so much time and efforts, I really don't wish to see this association goes down the drain just like that all because of recommended rates that cannot be materialised or worst, undercutting of rates by fellow members!

...

[emphasis added]

72. On 28 February 2005⁷⁹, Calvin Cheng informed AMIP members that the AMIP would not send a joint letter to members' clients. In the e-mail, he wrote:

Dear all

After serious consideration, it is my opinion that we should not send out a joint letter, or any form of standardised letter to our clients.

We are after all not fixing prices but rather abiding by price guidelines.

Moreover, we all have our own personal relationships and clients and it would be strange for AMIP to send out the letters collectively.

I have thus taken the following course of action:

1) I have drafted a letter addresses to each of YOU individually, urging you to follow the recommended guidelines.

2) I have also spelt out very clearly the reasons for doing so i.e. for the good of the fashion industry in Singapore.

This is the procedure you should now follow:

1) Fill in your name and agency in the blank space of the AMIP letter e.g.

[✂]

Seraphina Fong (Mannequin Studio)

etc.

2) Write a personal letter or email to YOUR CLIENTS in YOUR OWN WORDS informing them that you will be following AMIP's guideline from May 1st.

3) Attach the AMIP letter as a supporting document.

If you have any queries, please call me on [✂].

⁷⁹ 28 February 2005 "Letter (Show Rates)", Exhibit BY-059, from Calvin Cheng to AMIP and AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Casting - Christine Ty (Assistant Treasurer); [✂]; Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Elite Model Management - Chris Swee; Impact Models Studio - Mui Chen; Impact Models Studio - Paul Tan; Linsan Models - Colin Ho; Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

Thank you very much.
Regards
Calvin

73. He then drafted a letter to each AMIP member individually, urging them to follow the recommended guidelines, and each AMIP member was to fill in the owner's name and agency name in the blank space of the AMIP letter, e.g. "[X]", "Seraphina Fong (Mannequin Studio)", and write a personal letter to their clients in their own words informing their clients that they will be following AMIP's rate from 1 May 2005, and to attach the AMIP letter as a supporting document. The content of the AMIP letter⁸⁰ was subsequently published on the AMIP website until it was removed in July 2009. The following is an extract of the AMIP letter:

...
We therefore would like to recommend that as of **May 1st 2005**, members of AMIP should take into serious consideration our guideline that rates for **fashion shows should be S\$400 per model per show**.
[Emphasis in bold in the original]

74. The Parties continued their price discussions in March 2005. The minutes of a 9 March 2005 meeting record that AMIP members agreed to charge same rates for the Singapore Fashion Festival show and to charge a higher rate (\$400) for all fashion shows from 1st May 2005⁸¹. The minutes also record that talent agencies and model agencies were taking steps to finalise model and talent rates for print ads and TVC rates, and introduce the rates guideline also with effect from 1 May 2005.
75. The Parties agreed to not give package discounts for shows in an e-mail dated 23 March 2005⁸². The following is an extract of the e-mail:

⁸⁰ The AMIP letter is reproduced in Annex B.

⁸¹ 10 March 2005 e-mail "MEETING MINUTES (9TH MARCH 2005), Exhibit CC-014, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Talents - Christine Ty (Assistant Treasurer); [X]; Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Elite Models - Chris Swee; Impact Models Studio - Mui Chen; Impact Models - Paul Tan; Linsan Models - Colin Ho; Looque Media - Calvin Cheng (President), Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

⁸² 23 March 2005 e-mail at 2:18pm, "Guidelines and Communication", Exhibit CC-011, from Calvin Cheng (AMIP President) to AMIP, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Casting - Christine Ty (Assistant Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Elite Models - Chris Swee; Impact Models Studio - Mui Chen; Impact Models - Paul Tan; Linsan Models - Colin Ho; Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

Dear all,

...

Regarding shows:

1) **We voted previously not to give package discounts. We function in a democratic association so until this vote changes, we should not give package discounts.** If any member feels this should change, feel free to table this as a motion during a meeting and present his/her case and we can re-vote on the matter.

...

[emphasis added]

76. The Parties discussed minimal rates for international fashion shows via e-mails on 23 March 2005⁸³ and 24 March 2005⁸⁴. In the same e-mail on 24 March 2005, Bhak Yap asked AMIP members to persist in their agreement. The following is an extract of the e-mail:

Dear Valued Member

...

... I believe we all are aware of the teething problems we're going to face when AMIP is set up. In my previous emails, I had already mentioned that we are surely bound to get unhappy clients due to the rate increment, be it fashion shows or ads. And I also mentioned that we've to be prepared for some business losses. This is inevitable and it's only a transitional period. But honestly, how many of us are willing to make this sacrifice? For me, I am already prepared for this from the start but I don't know about you. **We all have to understand that we can't see the result in such a short period of time. We need to be realistic. Only time will tell if AMIP will succeed. It has to be gradual and I give a grace period of between three and six months for everything to run smoothly starting from 1st May.**

... We all are here to support each other and we should have no fear.

⁸³ 23 March 2005 e-mail at 5:08pm, "International fashion SHOW RATES 2005", Exhibit CC-009, e-mail from Sera Fong (Mannequin) to AMIP, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Casting - Christine Ty (Assistant Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Impact Models Studio - Mui Chen; Impact Models Studio - Paul Tan; Linsan Models - Colin Ho; Looque Media - Calvin Cheng (President), Looque Models - Chris Swee; Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

⁸⁴ 24 March 2005 e-mail at 2:55am, "Re: International fashion SHOW RATES 2005", Exhibit CC-013, e-mail from AMIP to mstudio@singnet.com.sg; Chuan Do; Calvin Cheng; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Casting - Christine Ty (Assistant Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Impact Models Studio - Mui Chen; Impact Models Studio - Paul Tan; Linsan Models - Colin Ho; Looque Models - Chris Swee; Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

...
(*Note: The international label show rate doesn't really concern those agencies who don't do such fashion shows but we'll still take note just in case we get a chance to do one in the near future.)
...

[emphasis added]

77. The Parties continued to discuss and agree on minimum rates in April 2005. The AMIP e-mail of the summary of the meeting states⁸⁵:

Dear Member

...
Below is a summary of our meeting:

- ...
2) Rates for **wedding show** are **S\$350.00 for day show** and **S\$400.00 for night show**.
3) Rates for **normal editorial** (without website) are **S\$200.00 for half-day** and **S\$400.00 for full-day**. For editorial with website, please add **S\$100.00** for the respective rates.
4) Rates for **wedding editorial** (without website) are **S\$400.00 for half-day** and **S\$800.00 for full-day**. For editorial with website, please add **S\$100.00** for the respective rates. Please note that these rates only apply to Wedding & travel magazine. For Female Brides, Style Weddings and other wedding magazines, the normal editorial rates shall apply.
5) A flat rate (without website) of **S\$450.00** for both half-and full-day for **cover page** only. If editorial is included, the normal editorial rates shall apply on top of the cover page rate. For cover page with website, please add **S\$100.00** to the respective rates.
6) **Principal show** rate is at **S\$600.00 minimum**
7) **International brand show** rate is at **S\$700.00 minimum**. This rate would include outfits like trunks and swimsuits (one- or two-piece) but not G-string, lingerie or see-through piece. Please refer to Sera's email dated 23rd March for the guidelines on what constitutes an international brand show.
8) **Editorial and show rates** shall take effect from **1st May, 2005**. There shall be no discount for repeat show.
9) Calvin will prepare the letter for editorial rates to client. Bhak will send out the letter this week to the respective magazines' editors (more common ones like Female, Her World, Men's Folio, 8 Days, Nuyou,

⁸⁵ 12 April 2005 e-mail, "MEETING MINUTES – 5TH APRIL 2005", Exhibit BY-008, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Talents – Christine Ty (Assistant Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Impact Models – Paul Tan; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

Style, etc) from his end. He will let you know which magazines are included in his list. A copy of the letter will be emailed to you to send it out to your clients not already in his list. Duplication must be avoided.

...

[Emphasis in bold in the original]

78. A draft letter to be sent to the magazine editors was prepared even as the Parties continued to discuss the editorial rates, as recorded in the AMIP e-mail to AMIP members on 7 April 2005⁸⁶ and subsequent e-mail discussions on the same day⁸⁷. The final revised rates were sent by Bhak Yap to Calvin Cheng on 8 April 2005⁸⁸.
79. On 12 April 2005⁸⁹, Bhak Yap sent the Parties a list of 59 magazines. His intention was to send letters to editors of these magazines informing them about the AMIP recommended editorial rates from 1st May 2005. The magazines were: 8 Days, ai, Catalog, Changi, Citta Bella, Cleo, Crew, Dare, Eh! Elle, Family, Female, Female Bride, FHM, Four Walls, Harper's Bazaar, Her World, Her World Brides, Home & Dêcor, Icon, IS, I-Weekly, Juice, K, Kris Flyer, Lime, Lookbook, Men, Manja, Mens Folio, Mens Health, Motherhood, New Men, Nuyou, Pregnancy, Pregnancy & Baby, Prestige, Seventeen, Shape, Maxim, Simply Her, Society, Solitaire, Stuff, Style, Style Weddings, StyleMen, Tatler, Teenage, Teens, The Peak, Today's Parent, Upload, Urban (The Straits Times), Vida, Wedding and Travel, Wine & Dine, Woman's World, Women's Weekly, Young Parents.
80. The revised draft letter in the same e-mail of 12 April 2005 included the revisions referred to in the e-mail of 8 April 2005. The content of the

⁸⁶ 7 April e-mail at 8:09pm, "DRAFT LETTER FOR CLIENTS – EDITORIAL RATES", in Exhibit BY-087, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Talents – Christine Ty (Assistant Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Impact Models – Paul Tan; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

⁸⁷ 7 April 2005 e-mail at 10:17pm from Bhak Yap to Calvin Cheng, in Exhibit BY-087 at page 7 of 9

⁸⁸ 8 April 2005 e-mail, "Editorial Rates", Exhibit BY-047, from Bhak Yap to Calvin Cheng

⁸⁹ 12 April 2005 e-mail at 11:48am, "MAGAZINES LIST – FINAL CHECK", Exhibit BY-086, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Talents – Christine Ty (Assistant Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Impact Models – Paul Tan; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

AMIP letter⁹⁰ was subsequently published on the AMIP's website until it was removed in July 2009. The following is an extract of the e-mail:

...

We have recently completed our benchmarking for **editorial rates for monthly publications** and are recommending a slight increase to our member agencies.

As of **1st May 2005**, we are recommending that editorial rates should be **S\$200** for a half-day shoot and **S\$400** for full-day shoot, excluding website loading. The rates will be **S\$300** and **S\$500** respectively including website loading.

For **cover page only**, we are recommending the rate should be **S\$450** for both half-day and full-day shoot, excluding website loading. The rate will be **S\$550** including website loading. If editorial is included with cover page, the editorial rates as stated above shall apply on top of the cover page rate.

...

[Emphasis in bold in the original]

81. On 20 April 2005⁹¹, Bhak Yap informed the Parties that the letters were sent to the magazine editors and that the AMIP had completed the fashion show and editorial rates. Bhak Yap also informed the Parties that the next meeting was to discuss further on the recommended model and talent rates for print ads and TV commercials as well as other issues, if any.
82. There is documentary evidence that the Parties agreed to charge rates for specified modelling services discussed at their meeting on 27 April 2005 with effect from 1 June 2005⁹². The following is an extract of the letter:

Dear Member

⁹⁰ The AMIP letter is reproduced in Annex C.

⁹¹ 20 April 2005 e-mail "AMIP MEETING SCHEDULE – 27TH APRIL (TUESDAY)", Exhibit CC-005, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Assistant Entertainment Exec); Bee Works Talents – Christine Ty (Assistant Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Impact Models – Paul Tan; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

⁹² 27 April 2005 e-mail at 8:14pm, "MEETING MINUTES – 27TH APRIL", Exhibit BY-007, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models – Paul Tan; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

...

Below is a summary of our discussion this morning:

1) **All members have unanimously agreed to boycott all fashion shows if any non-member agency is involved in it.** This also applies to current model bookings for shows from June period onwards.

2) All members have agreed to stick to their own rates for print ad and TV commercials for the time being because of the complexity in the different media loading fees. Of course we could try to speak to each other whenever a low budget job comes in and decide if it is acceptable or not... We will monitor the situation and decide if we want to raise the rates later on. **However, we have all agreed to quote the following rates for print ads:**

* **Model – S\$1,000.00 (half-day inclusive of shoot fee and loading fee for press) / S\$2,000.00 (full-day)**

* **Talent – S\$700.00 (half-day inclusive of shoot fee and loading fee for press) / S\$1,400.00 (full-day)**

3) Rates for **bridal print ads:**

* **Model – S\$800.00 (half-day inclusive of shoot fee and loading fee for press and magazine) / S\$1,600.00 (full-day)**

* **Talent – S\$700.00 (half-day inclusive of shoot fee and loading fee for press and magazine) / S\$1,400.00 (full-day)**

4) Rates for **department/shopping mall print ads:**

* **Model – S\$800.00 (half-day inclusive of shoot fee and loading fee for press and magazine) / S\$1,600.00 (full-day)**

* **Talent – S\$600.00 (half-day inclusive of shoot fee and loading fee for press and magazine) / S\$1,200.00 (full-day)**

Note: An additional 50% of the rate will be imposed for lingerie and swimwear shoots; 100% for semi nude and 200% for full-nude.

5) Please note that for **print ads and TV commercials the minimum booking time is 2 hours.** However, some member agencies base it on a minimum booking time of 4 hours (half-day) instead.

6) **Advertorial rates (inclusive of bridal): S\$600.00 (half-day) / S\$1,200.00 (full-day).** An additional 50% of the rate will be imposed for lingerie and swimwear shoots.

7) We have discussed about the countries pertaining to each region. Calvin mentioned that Asia Pacific is inclusive of China but not Japan. Bhak suggested that we send an official letter to all the advertising agencies and production houses informing them of our terms and conditions like minimum booking hours for print ad and TV commercial, countries in each region, etc so that they are aware instead of having to argue with them over such issues when giving quotations. However, we will not provide them with any rates. The terms and conditions will be published on our website. **We seek your kind assistance in providing us with your terms and conditions so that we could compile them and**

send it out by the first week of May. This is also a good way of letting them know about our existence.

8) Mui will work out a new talent rate sheet. A copy will be sent to all members upon completion.

Please note that all of the above except points (7) and (8) shall take effect from **1 June 2005**.

...

[Emphasis in bold in the original]

83. There is documentary evidence of 2 responses to the AMIP e-mail. Jimmy Lim (Ave) e-mailed Bhak Yap⁹³ that he received the e-mail and will reply to him with *“regards to the terms and conditions asap”*. Calvin Cheng e-mailed⁹⁴ to clarify the business definition used for the classification of geographical region which was to be applied in the terms of booking, and to caution against raising rates too high relative to the region. He suggested that members compare quotes when negotiating larger commercial jobs where price guidelines are not available to the members.
84. On 12 May 2005, the Parties reached an agreement on the talent rate for normal fashion shows⁹⁵.
85. There are e-mail records on 2 June 2005⁹⁶ and 4 June 2005⁹⁷ of AMIP discussions about when the revised advertorial rates should take effect. On 25 June 2005⁹⁸, the Parties were informed that the revised advertorial rates

⁹³ 28 April 2005 e-mail at 10:30am, in Exhibit BY-007, page 3 of 13, Jimmy Lim (Ave) to AMIP

⁹⁴ 28 April 2005 e-mail at 2:02pm, in Exhibit BY-007, page 6 of 13, Calvin Cheng (Looque) to the AMIP and AMIP members.

⁹⁵ 12 May 2005 e-mail at 11.00am, “Published Model Rates Sheet”, Exhibit BY-041, from AMIP to AMIP members, Ave Management – Chuan Do Tan, “Ave Management – Jimmy Lim (Asst Entertainment Exec)”, Bees Work Casting – Christine Ty (Asst Treasurer)”, Catworkz International – Chris Lee, “Diva Models – Rowena Foo (Entertainment Executive)”, Electra Management - Renee Lim, Impact Models Studio - Mui Chen, Linsan Models - Colin Ho, Looque Models - Amanda Dybdahl, “Looque Models - Calvin Cheng (President)”, “Mannequin Studio – Sera Fong (Treasurer)”, “Phantom Models – Vivian Lim (Vice-President)”, “Quest Model Management – Bhak Yap (Secretary)”

⁹⁶ 2 June 2005 e-mail at 6.09pm, “Letters for Clients”, Exhibit BY-039, from AMIP to Looque (Calvin Cheng (President)).

⁹⁷ 4 June 2005 e-mail at 1.29am, “AMIP UPDATES”, Exhibit BY-038, from AMIP to AMIP members, from AMIP to AMIP members, Ave Management – Chuan Do Tan, “Ave Management – Jimmy Lim (Asst Entertainment Exec)”, Bees Work Casting – Christine Ty (Asst Treasurer)”, Catworkz International – Chris Lee, “Diva Models – Rowena Foo (Entertainment Executive)”, Electra Management - Renee Lim, Impact Models Studio - Mui Chen, Linsan Models - Colin Ho, Looque Models - Amanda Dybdahl, “Looque Models - Calvin Cheng (President)”, “Mannequin Studio – Sera Fong (Treasurer)”, “Phantom Models – Vivian Lim (Vice-President)”, “Quest Model Management – Bhak Yap (Secretary)” .

⁹⁸ 25 June 2005 e-mail. “LETTER FOR ADVERTORIAL RATES”, Exhibit CC-003, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahl; Looque Models – Calvin Cheng

of \$600 and \$1,200 for half-and full-day respectively, would take effect from 15 July 2005. There is evidence that the AMIP informed the Parties on 1 July 2005⁹⁹ that it had prepared and sent a letter to the magazine houses regarding the new advertorial rates. The revised rates were also posted on the AMIP website in a manner similar to that for fashion show and editorial rates¹⁰⁰, until they were removed in July 2009. The following is an extract of the letter:

As of **15th July 2005**, our recommended rates for advertorials are **SS\$600** for half-day booking and **SS\$1,200** for a full-day booking, excluding website loading, for one year usage period. An additional 50% of the rate will be imposed for lingerie and swimwear shoots.

[emphasis in bold in the original]

86. There are minutes of a meeting held on 25 May 2005¹⁰¹ showing discussions of rates for a specified show, for hair advertorial, “illustorial” (a term coined by AMIP referring to illustrations in editorials), Print Ad, overseas editorial magazine. This was followed by e-mail discussions on 30 June 2005¹⁰², 30 June 2005¹⁰³, 1 July 2005¹⁰⁴, 4 July 2005¹⁰⁵ and 5 July 2005¹⁰⁶.

(President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

⁹⁹ 1 July 2005 e-mail at 5.47pm “ADVERTORIAL LETTER”, Exhibit BY-034, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

¹⁰⁰ The AMIP letter is reproduced in Annex D.

¹⁰¹ 28 June 2005 e-mail at 11:44pm, “MINUTES OF MEETING (25TH MAY)”, Exhibit BY-035, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models – Paul Tan; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹⁰² 30 June 2005 e-mail at 8.44am “RE: AMENDMENT OF RATES”, Exhibit BY-021, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹⁰³ 30 June 2005 e-mail at 5.51pm “RE: AMENDMENT OF RATES”, Exhibit BY-035, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva

87. An e-mail of 22 July 2005¹⁰⁷ shows that the Parties would meet magazine editors from Blu Inc and SPH publications to talk about the AMIP rates. Discussions on extra loading charges and the rate for use of stock pictures were raised as issues for discussion on 25 July 2005¹⁰⁸. The Parties concluded on these and other rates (e.g. magazine editorials), as evidenced in the minutes of meeting on 4 August 2005.¹⁰⁹ The minutes of that same meeting show that AMIP members met to discuss and agree on specified magazine and press rates, fashion show loading fees and rates to be applied at the Singapore Fashion Week. Calvin Cheng was to provide a standard clause to be included in contracts that only AMIP members' models were

Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹⁰⁴ 1 July 2005 e-mail at 7.08pm “CONSENSUS OF ILLUSTRATORIAL USAGE”, Exhibit BY-033, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹⁰⁵ 4 July 2005 e-mail at 2.57pm “CONSENSUS OF ILLUSTRATORIAL USAGE”, Exhibit BY-033, from Vivian Lim (Phantom) to AMIP

¹⁰⁶ 5 July 2005 e-mail at 2.59pm “ILLUSTRATORIAL & ADVERTORIAL RATES”, Exhibit BY-032, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹⁰⁷ 22 July 2005 e-mail at 9.00pm, “EXCO MEMBERS MEETING WITH MAGAZINE EDITORS”, Exhibit BY-082, Calvin (Looque) to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹⁰⁸ 25 July 2005 e-mail at 6.50pm “ISSUES REGARDING EDITORIALS”, Exhibit BY-031, from AMIP to AMIP members, Ave Management - Jimmy Lim (Asst Entertainment Exec); Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Mannequin Studio – Sera Fong (Treasurer); Looque Models – Calvin Cheng (President); Phantom Models – Vivian Lim (Vice-President),

¹⁰⁹ 4 Aug 2005 e-mail at 6.23pm “AMIP MEETING MINUTES (4TH AUGUST)”, Exhibit BY-003, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

to be engaged for all shows. There is also e-mail evidence of a clarification on the minutes sent to AMIP members¹¹⁰.

88. The investigations also reveal documentary evidence of other comprehensive confidential rates prepared by AMIP members that were not published on the AMIP website, such as the “Child and Talent Rate Sheet”. This provided, amongst other things, price guidelines for advertorials, events, product launches and loading fee rates for different media, for adult and child models and talents. The fashion show, advertorials and editorials rates put up by the AMIP on its webpage were also found in this rate sheet.

89. On 4 May 2005, Mui Chen e-mailed the AMIP the rates for talents and models¹¹¹, and terms and conditions, for dissemination to AMIP members¹¹². Subsequently an e-mail was sent by Impact, attaching the fashion show rates¹¹³, for the same reason. These rates were classified as follows:

- i. Advertisement – Stills & Filming Model’s Rate and Terms of Booking;
- ii. Departmental Stores Model’s Rate and Terms of Booking;
- iii. Magazines Model’s Rate and Terms of Booking;
- iv. Fashion Shows Model’s Rate and Terms of Booking;
- v. Event – Exhibition & Product Launch Model’s Rate and Terms of Booking;

90. An extract of 6 (out of 42) of the detailed of rates and terms and conditions is shown below:

**Magazines
Model’s Rate**

¹¹⁰ 6 August 2005 e-mail at 1.32am “AMENDMENT OF AMIP MEETING MINUTES”, Exhibit BY-099, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Amanda Dybdahk; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary)

¹¹¹ 4 May 2005 e-mail at 4:13pm, “Final Revised Talent & Child Models Recommended Rates”, Exhibit BY-006, from Mui Chen (Impact) to AMIP, enclosing 4 attachments, “Advertisement Talents Rates - AMIP.doc, Dept Stores & Exhibition Rates Talents – AMIP.doc, Loading Fees Talent’s (*sic*) – AMIP.doc, Magazine Rates Talents – AMIP.doc.”

¹¹² 4 May 2005 e-mail at 4:29pm, “Terms & Conditions”, Exhibit BY-085, from Mui Chen (Impact) to AMIP, enclosing 5 attachments, “Advertisements – T&C.doc, Departmental Stores – T&C.doc, Magazine Rates – T&C.doc, Fashion Shows – T&C.doc, Exhibition – T&C.doc.”

¹¹³ 4 May 2005 e-mail at 4.22pm, “Fashion Show Rate”, Exhibit BY-085 from Eileen (Impact to AMIP, enclosing 1 attachment, “Fashion Shows – AMIP.doc”.

Terms of Booking

Model's Fees Model's booking fees apply to production time, inclusive publication on one editorial single usage in one country.

Overtime exceed 30 minutes will be charged as half day.

Lingerie & Swimwear additional 50% on booking fee.

Semi Nude additional 100% on booking fee.

Nude additional 200% on booking fee.

Extra Issue release on other Country additional 100% of booked fee per country.

Website loading additional 100% of booked fee
(for publishing house website only).

91. On the same day, the Bhak Yap replied, thanking Mui Chen for the complete list of rates, and informed her that the rates would be forwarded, with some amendments to the categories to better identify them, to all AMIP members for their approval¹¹⁴.
92. On 5 May 2005¹¹⁵, the Bhak Yap e-mailed the rates to AMIP members for their approval. The following is an extract of the e-mail:

Dear Member
Greetings...

Attached are copies of the talent rate sheets for your approval and reference. These rates were discussed amongst Impact, Bees Work, Linsan, Electra, Catworkz and Quest about two months ago. Included also are the model rate sheets for fashion shows, editorials, exhibitions and product launches.

We would appreciate if you could kindly go through them and let us know within the **next three days** if there are any other amendments to be made

¹¹⁴ 4 May 2005 e-mail at 11:51pm and 11:53pm, Exhibit BY-006, from AMIP (Bhak Yap) to Mui Chen (Impact), pages 1 and 2.

¹¹⁵ 5 May 2005 e-mail at 12:31am, "RATE SHEETS FOR TALENTS (Private and Confidential)", Exhibit BY-042, from AMIP to AMIP members, enclosing 5 attachments, "Dept Stores & Exhibition Rates Talents –AMIP.doc, Fashion Shows – AMIP.doc, Loading FeesTalemt's (sic) – AMIP.doc, Magazines Rates Talents – AMIP.doc, Advertisement Talents Rates – AMIP.doc." The e-mail and 5 attachments are appended in full at Annex E.

or additional information to input. **If we don't hear from any member by 7th May, we would deem the rates as approved.**

Mannequin, Ave, Looque, Phantom and Diva had also met up to discuss about the model rates about two months back. Could we also have that complete list?

Please note that the talent rate sheets are for reference only as it is difficult to implement a standard guideline. These are minimum rates to quote and it is up to member agencies to quote higher rates if possible. The best option for now is to contact each other as and when necessary if clients call and give extremely low budget jobs.

On another note, I am still waiting for your submission of the terms and conditions for print ad and TV commercial bookings. I need to compile them soon and a draft copy will be emailed to you. We need to send it to the ad agencies and production houses before 1st June, 2005. Can I have them by 9th May please?

Last but not least, I would like to thank Mui of Impact Models who has kindly volunteered to consolidate and typed the talent rate sheets for us. It really made my job easier. Appreciate it and well done!

...

[Emphasis in bold in original, and emphasis in bold italics added]

93. The detailed rates included;
- i. Department Stores/Shopping Malls
 - ii. Event – Exhibition
 - iii. Product Launch
 - iv. Shows
 - v. Loading Fees
94. An extract of the detailed rates, including the AMIP logo in the original document, is shown below:

amip

Departmental Stores / Shopping Malls

Talent's Rate

Shoot Fees

Adult Talent's Fees 1st Hr Sub Hr ½ Day Full Day

200 180 600 1200

Child Model's Fees 1st Hr Sub Hr ½ Day Full Day

**Minimum Booking 2 hours*
**Covers Press & Magazine Advertisement*
**+ 50% for lingerie / swimwear*
**+100% for seminude*
**+200% for nude*

95. There is documentary evidence of one response from AMIP members. Jimmy Lim (Ave) e-mailed¹¹⁶ suggesting the addition of two terms and conditions.
96. There is also documentary evidence showing that the AMIP members used these rates sheets in their business transactions, and were advised by Bhak Yap on the proper use of these rates sheets in the e-mail of 12 May 2005¹¹⁷:

Good morning Member

I believe some of you may have received an email from Daniel Boey this morning regarding the above-mentioned. He wants us to resend the rates sheet with a letterhead and even mentioned the word "fixing".

I have contacted some of your today regarding this. What we will do is to send him the rates sheet with your **OWN** letterhead. Please **DO NOT** use AMIP's letterhead at all.

Since he is going to show his client each individual agency's rates sheet, I would strongly suggest that you **DO NOT** cut and paste the rates sheet which I have emailed you yesterday. Instead, do some changes to the layout in your own style please. (Example: Adult Model Fees > change to Model Fee or Rate and exclude Kids Fees; add S\$ or \$ to the figures; rearrange the heading for each show category instead of in the same order.) This way, no one can say we are price fixing (infact we are not!) and at least our rates sheet all will not look the same.

If you're unsure, please call me before you email it to him.

...

[Emphasis in bold in original]

¹¹⁶ 5 May 2005 e-mail at 5.55pm, "Terms and Condition", Exhibit BY-084, from Jimmy Lim (Ave) to AMIP

¹¹⁷ 12 May 2005 e-mail at 11.00am "PUBLISHED MODEL RATES SHEET", Exhibit BY-041, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting - Christine Ty (Asst Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Impact Models Studio - Mui Chen; Linsan Models - Colin Ho; Looque Models - Amanda Dybdahk; Looque Models - Calvin Cheng (President), Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

97. On 8 September 2005¹¹⁸, AMIP members received rates sheet to quote for publishers of magazines. The rates sheets were prepared by Mui Chen¹¹⁹ and Rowena Foo¹²⁰.
98. The rates sheet listed the rates applicable to local magazine publishers for modelling services used in various assignments including editorials, illustrations, advertorials and covers for monthly, bi-monthly, quarterly, half-yearly and online publications and overseas shoots. The AMIP website rates relating to editorials and advertorials were included in the rates sheet. The rates would apply to publishers in Singapore only, and loading for overseas publication would be at 100% of the original fee. An extract of the detailed rates is shown below:

1	Monthly & bi-monthly		normal attire	normal attire	bikini & lingerie	bikini & lingerie	semi nude	semi nude	total nudity	total nudity
2			half day per model	half day per model	half day per model	half day per model	half day per model	half day per model	half day per model	half day per model
3	Editorial	Adult	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,600.00

99. There is documentary evidence of e-mail discussions on 9 September 2005¹²¹ and 10 September 2005¹²² on when the rates would take effect. There is documentary evidence that the AMIP members agreed to the rates on 12 September 2005¹²³ and 14 September 2005¹²⁴.
100. The AMIP members also discussed and agreed on rates they would charge for specific events; in particular the Singapore Aerospace Show 2006 and Textile and Singapore Fashion Week. On 8 September 2005 and 9

¹¹⁸ 8 September 2005 e-mail at 8.16pm "RECOMMENDED RATES SHEET FOR PUBLISHERS OF MAGAZINES", Exhibit BY-077, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting - Christine Ty (Asst Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Impact Models Studio - Mui Chen; Linsan Models - Colin Ho; Looque Models - Amanda Dybdahk; Looque Models - Calvin Cheng (President), Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary)

¹¹⁹ 8 September 2005 e-mail at 5.59pm "Re: Publisher Rates - 2005.xls", Exhibit BY-030, from Mui Chen (Impact) to AMIP, copied to Rowena (Diva).

¹²⁰ 8 September 2005 e-mail at 6.33pm "publisher rates - final", Exhibit BY-029, from Rowena (Diva) to Mui Chen (Impact) and AMIP.

¹²¹ 9 September 2005 e-mail at 10.03am "publisher rates - final", Exhibit BY-029, from Mui Chen (Impact) to Rowena (Diva) copied to AMIP.

¹²² 10 September 2005 e-mail at 9.21pm "publisher rates - final", Exhibit BY-029, from AMIP to Mui Chen (Impact).

¹²³ 12 September 2005 e-mail at 10.31pm "publisher rates - final", Exhibit BY-029, from Mui Chen (Impact) to AMIP.

¹²⁴ 14 September 2005 e-mail at 4.27pm "RECOMMENDED RATES SHEET FOR PUBLISHERS OF MAGAZINES", Exhibit BY-077, from Jimmy Lim (Ave) to AMIP

September 2005¹²⁵, there was discussion between Bhak Yap, Calvin Cheng, Jimmy Lim, on how much to charge for models and talents for the Singapore Aerospace Show 2006. On 15 September 2005¹²⁶, AMIP members were updated on the negotiations on rates and the conditions for supplying models to the Textile and Fashion Federation of Singapore for the Singapore FashionWeek, and were asked to confirm if they would act according to their vote at their last meeting to walk out since negotiations have failed.

101. The investigations show that AMIP members continued to discuss rates in 2006, after the section 34 prohibition of the Competition Act came into force on 1 January 2006, and continued with their discussions and agreement on rates up until 2009 when CCS commenced investigations.
102. The minutes of the AMIP Annual General Meeting (“AGM”) on 14 March 2006 were e-mailed to AMIP members on 16 March 2006¹²⁷. Rates discussion and agreement between the AMIP members were documented in the minutes. There was also some discussion on imposing penalties for non-compliance. The AMIP members present were Phantom, Quest, Mannequin, Ave, Impact and Linsan. The following is an extract of the minutes:

Dear Member

...

Minutes as follows:

...

4) **Members present have been urged to work closely on models rates for print ads and TV commercials. It is not going to be an easy task but it is possible if every member co-operates. All agreed that we have done a good job so far especially for the fashion show and editorial rates. These are very stable now.**

5) Members present have worked out a guideline for budgeted rates. A copy will be sent to you separately. Special thanks to Mui Chen of Impact Models who have put them together.

¹²⁵ “SINGAPORE AEROSPACE SHOW 2006”, Exhibit BY-078,

¹²⁶ 15 September 2005 e-mail at 5.10pm “RECOMMENDED RATES SHEET FOR PUBLISHERS (MAGAZINES)”, Exhibit BY-028, (pages 19 – 23)

¹²⁷ 16 March 2006 e-mail at 12.35am “MINUTES OF ANNUAL GENERAL MEETING 2006”, Exhibit BY-002, from AMIP to AMIP members, Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Calvin Cheng (President), Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

6) **Members present have suggested to impose financial penalties to those who accept jobs at very low budget. This will be discussed further at our next meeting.**

...
[emphasis added]

103. On 16 March 2006¹²⁸, Bhak Yap e-mailed AMIP members on the proposed budgeted rates discussed at the AMIP's AGM on 14 March 2006. The guideline for budgeted rates would be used by AMIP members for clients with a limited budget. Depending on the budget dictated by the client, AMIP members would give the agreed discounts on the AMIP rates. The guidelines for the budgeted rates gave examples using the rates listed on the "Child and Talent Rate Sheet" which had been compiled and circulated to AMIP members in May 2005. The e-mail included working examples of how to give discounts. The following is an extract of the e-mail:

Dear Member

All members present during the AGM have come into a agreement regarding the followings:

- Rates are applicable only when client has a tight budget
- Model's fees can go as low as Talent's fees
- Additional loading fees can be marked down between 30% to 70%
- **DO NOT Apply** on Beauty and Hair Care Products.

The above guidelines for budget rates shall be tested out for a period of 3 months with immediate effect, after which members may revise back to its own normal practice subject to all members' approval.

Below are two examples on How Budget Rate Works:

Example 1

Client has a budget of \$1500 for one adult model for a half-day shoot, and wants to load on Press, Magazines, Retail Store Posters, Lift Decals, Cinema & Direct Mailers in Singapore for a period of one year.

¹²⁸ 16 March 2006 e-mail at 12.56am "GUIDELINES ON BUDGETED RATES", Exhibit BY-097, from AMIP to AMIP members, Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting - Christine Ty (Asst Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management- Renee Lim; Impact Models Studio - Mui Chen; Linsan Models - Colin Ho; Looque Models - Calvin Cheng (President), Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary); Ave Management - Chuan Do Tan

Based on Mark Down by 50%

One Adult Model \$700 (Model's Fees can go as low as Talent's Fees)

Half- Day Shoot includes Press & Magazines (Fees covers media not more than \$500, ie. Press & Magazine is applicable)

Additional Media

Retail Store Posters \$500

Lift Decals \$500

Cinema \$500

Direct Mailers \$300

Cost for 4 Media Usage \$1800

Mark Down 50% -\$900 (Mark Down % which is closest to the client's budget)

After less chargeable **\$900**

Total Cost (\$700+\$900) \$1600 (with low budget try to collect immediate, 7 or 14 days)

Example 2

Client has a budget of \$4000 for one adult model for a half-day shoot, and wants to load on **All Media & Worldwide** (*as usual la*) usage for a period of one year.

Based on 1st Mark Down by 70%

(no need to think straight away can give maximum mark down discount.....want cheap want good)

One Adult Model \$700 (Model's Fees can go as low as Talent's Fees)

Half Day Shoot

All Media & Worldwide \$25,000

Mark Down 70% -\$17,500 (Singapore Great Sale – everyday...)

After less chargeable **\$7500 (laylong price already...)**

Total Cost (\$700+\$7500) **\$8200** (still cannot meet... than don't bother to supply)

As discussed, should any member who still wants to supply their models for extremely low budget, kindly call one another to come into an agreement first so as to avoid any unnecessary misunderstanding.

Hopefully we can have a fair share in this area. Thank you.

(Compilation Courtesy of Mui Chen)

[Emphasis in bold in original, and emphasis in bold italics added]

104. There is documentary evidence that the budgeted rates were accepted by AMIP members, in the e-mail discussions by AMIP members on standardised list for media rates in August 2006.
105. On 1 August 2006¹²⁹, Bhak Yap e-mailed AMIP members on preparing a standardised list for a client. Calvin Cheng queried why as AMIP members already had a list¹³⁰. Bhak Yap clarified that AMIP members had a rate sheet but a client was requesting for more standardisation¹³¹. After further clarification on this issue by Calvin Cheng, and Vivian Lim (Phantom)¹³², Calvin Cheng decided that AMIP would provide the list¹³³.

¹²⁹ 1 August 2006 e-mail at 12.55pm “STANDARDIZED LIST FOR MEDIA”, Exhibit BY-072, from AMIP to AMIP members, Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Calvin Cheng (President); Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

¹³⁰ 1 August 2006 at 1.19pm “STANDARDIZED LIST FOR MEDIA”, Exhibit BY-072, from Calvin Cheng (Looque) to AMIP, Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

¹³¹ 1 August 2006 at 1.26pm “STANDARDIZED LIST FOR MEDIA”, Exhibit BY-072, from AMIP to Calvin Cheng (Looque)

¹³² 1 August 2006 e-mail at 1.52pm from Calvin Cheng (Looque) to AMIP in Exhibit BY-072, 1 August 2006 e-mail at 2.10pm from AMIP to all AMIP members in Exhibit BY-072, 1 August 2006 e-mail at 2.46pm from Vivian Lim (Phantom) to AMIP, and 1 August e-mail at 3.04pm from AMIP to Vivian Lim (Phantom).

¹³³ 1 August 2006 e-mail at 4.57pm “STANDARDIZED LIST FOR MEDIA”, Exhibit BY-072, from Calvin Cheng (Looque) to AMIP, Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Mannequin Studio – Sera Fong (Treasurer); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

106. Bhak Yap agreed to prepare the list and would send it to all AMIP members for checking¹³⁴, and requested Mui Chen to provide him with her company's rate sheet¹³⁵. Mui Chen replied on the same day, with the requested loading rates. The rates sheets were similar to the loading rates agreed to in May 2005, but included the mark down of up to 70% agreed at the AGM in March 2006¹³⁶. The list of media loading items for production houses and advertising agencies was circulated to AMIP members on 2 August 2006. The list included media loading fees for different regions and different types of media and was meant to facilitate the collection of media loading fees.¹³⁷
107. The co-operation between AMIP members is mentioned in an e-mail on 23 October 2006¹³⁸. The following is an extract of the e-mail:

Dear Members

...

It has been awhile since we held our last meeting¹³⁹ and so far we have been pleased with the high level of co-operation between us. AMIP has been around for 20 months now and the 'big commotion' we caused when we first started had finally simmered down. **We believe that the industry is quite comfortable with our revised rates now. Therefore we feel it is time for us to play a greater role in our modelling industry.**

...

[emphasis added]

¹³⁴ 1 August 2006 e-mail at 5.04pm "STANDARDIZED LIST FOR MEDIA", Exhibit BY-072, from AMIP to AMIP members, Ave Management - Jimmy Lim (Asst Entertainment Exec); Bee Works Casting - Christine Ty (Asst Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Impact Models Studio - Mui Chen; Linsan Models - Colin Ho; Looque Models - Calvin Cheng (President); Mannequin Studio - Sera Fong (Treasurer); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary).

¹³⁵ 1 August 2006 e-mail at 5.06pm "Media Loading List", Exhibit BY-071, from AMIP to Mui Chen (Impact), copy to Calvin Cheng (Looque)

¹³⁶ 1 August 2006 e-mail at 5.42pm "Media Loading List", Exhibit BY-071, from Mui Chen (Impact) to AMIP, Exhibit TMM-I-029

¹³⁷ See "Draft Copy of Standardised Media List" e-mail dated 2 Aug 2006, Exhibit BY-070.

¹³⁸ 23 October 2006 e-mail at 12.14pm, "AMIP UPDATES", Exhibit BY-018, from AMIP to AMIP members, Ave Management - Chuan Do Tan; Bee Works Casting - Christine Ty (Asst Treasurer); Catworkz International - Chris Lee; Diva Models - Rowena Foo (Entertainment Executive); Electra Management - Renee Lim; Impact Models Studio - Mui Chen; Linsan Models - Colin Ho; Looque Models - Calvin Cheng (President); Phantom Models - Vivian Lim (Vice-President), Quest Model Management - Bhak Yap (Secretary).

¹³⁹ According to the documentary evidence, the "last meeting" was the AMIP's AGM on 14 March 2006.

108. The co-operation between AMIP members continued to be mentioned in the minutes of meeting to AMIP members on 18 January 2007¹⁴⁰. The following is an extract of the minutes:

Dear Member

...

Below are the minutes:

...

2) All members present agree that we should keep each other informed of bad paying clients and problematic models. Of late we have seen an increasing number of payments being delayed. Please communicate with each other more often.

...

4) All members present agree that we should not delay any of our plans further and will take the appropriate action as soon as possible. We admitted that last year has been a waiting game and some members have also mentioned that they have been asked by some industry players to pull out from AMIP. **However we are pleased to note that these members stood by their principle and still believe that AMIP will work.** We hope to settle all outstanding issues quickly.

...

[emphasis added]

109. There is documentary evidence of AMIP members discussing prices in 2007. On 11 April 2007, Bhak Yap asked for ideas on charging a loading fee for a new media¹⁴¹. The following is an extract of the e-mail:

Dear Member

I noticed that there is a new media in the market now. It is called MBO (Media Box Office) by SPH. It is something like TV Mobile but this can only be found in shopping malls, office buildings as well as the video walls within those places (in or out).

Any idea should we charge the loading fee as an additional media? I think we should. If SPH charge, why shouldn't we? We need suggestions and feedback. Please reply to all if you have them.

¹⁴⁰ 18 January 2007 e-mail at 12.36am "AMIP MEETING MINUTES 17 JANUARY 2007", Exhibit BY-001, from AMIP to AMIP members, Ave Management – Ben Soh; Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management – Renee Lim; Impact Models Studio – Mui Chen; Linsan Models – Colin Ho; Looque Models – Calvin Cheng (President); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

¹⁴¹ 11 April 2007 e-mail at 10.58pm "NEW MEDIA – MBO (MEDIA BOX OFFICE)", Exhibit BY-066, from AMIP to AMIP members, Ave Management – Ben Soh; Ave Management – Chuan Do Tan; Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management – Renee Lim; Impact Models Studio – Mui Chen; Linsan Models – Colin Ho; Looque Models – Calvin Cheng (President); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

...
PS: Our launch with Fashion TV is still happening. We will discuss about it sometime in May as every one is very busy now. Just hang in there!
...

110. On the same day, Ave replied with a suggested rate¹⁴², and Bhak Yap replied to the e-mail with a lower proposed rate¹⁴³.
111. The co-operation between AMIP members continued in 2008. On 1 February 2008¹⁴⁴, AMIP members considered grouping member agencies' models under the AMIP for fashion shows and considered other initiatives under AMIP. All these models would come under the AMIP and any client that was interested in any of the models would book them via a unique e-mail address which each agency would be allocated. Bhak Yap was tasked to set up the booking e-mail address for each member agency and Colin Ho was tasked to design the new website.

Evidence from the Interviews

112. Interview of Ave's personnel¹⁴⁵. Chuan Do said that the AMIP was set up to standardise rates, prevent price undercutting, and he shared the same objective and common goal to raise model rates¹⁴⁶. Chuan Do said that AMIP members tried to fix rates offered to clients so that they would be in a better bargaining position and will not be too far from the agreed rates¹⁴⁷. The following is an extract from the interviews:

Q11: So in other words, when you come up with a consensus of how much to charge, you would consider that the rates are feasible for implementation by the members?

¹⁴² 11 April 2007 e-mail at 12.25pm "NEW MEDIA – MBO (MEDIA BOX OFFICE)", Exhibit BY-066, from Ave Management – Ben Soh to AMIP members; Ave Management – Chuan Do Tan; Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Calvin Cheng (President); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

¹⁴³ 12 April 2007 e-mail at 1.31am "NEW MEDIA – MBO (MEDIA BOX OFFICE)", Exhibit BY-066, from AMIP to AMIP members, Ave Management – Ben Soh to AMIP members; Ave Management – Chuan Do Tan; Bee Works Casting – Christine Ty (Asst Treasurer); Catworkz International – Chris Lee; Diva Models – Rowena Foo (Entertainment Executive); Electra Management– Renee Lim; Impact Models Studio - Mui Chen; Linsan Models – Colin Ho; Looque Models – Calvin Cheng (President); Phantom Models – Vivian Lim (Vice-President), Quest Model Management – Bhak Yap (Secretary).

¹⁴⁴ See 4 February 2008 e-mail from AMIP Secretary Bhak Yap to AMIP members, Exhibit BY-015.

¹⁴⁵ See Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009

¹⁴⁶ See Answers to Questions 6 to 10 of Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009

¹⁴⁷ See Answer to Question 11 of Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009

A: Yes. **I will say there is only a few rates we try to fix. It would probably be magazine and fashion show rates.** Magazine rates will include editorial and advertorial rates... However, we wanted to come out with something that we can offer as a standard to our clients and even if they were to bargain, we will have a better starting point and will not be too far off from the agreed rates.
[emphasis added]

113. Chuan Do said that AMIP members always discussed rates at AMIP meetings and follow up with e-mails. AMIP members agreed by consensus to impose the same rates¹⁴⁸. The following is an extract of the interview:

Q19: Is there any occasion when no consensus is reached?

A: Ave seldom attends these meetings and I attended only 3 to 4 times. Usually at these meetings, we are unable to agree on the rates as some agencies are dealing in local talents while we are dealing in foreign models. So their rates will be too low for us to accept and ours will be too high for them to get the clients to agree to. As such, in the end, we will not be able to decide. Then either Bhak or Calvin will send us emails to see if we agree on rates suggested. If it is too low, I will strongly object, but at times, I will just close one eye and did not raise any objection.

Q20: You will just follow along if there is a consensus and even if you do not agree with it?

A: I will follow as far as we can, especially for the fashion related rates which we have more dealings. **As the objective to set up the association is to set a benchmark, so I got no choice but to follow.**

...

Q47: Generally, how were the various fee guidelines arrived at?

A: **After discussion, we will just find a comfortable price among us ...**

[emphasis added]

114. Chuan Do said that the AMIP rates caused an increase in the rates payable to models in Singapore, and has become the common rate applicable today¹⁴⁹. The following is an extract of the interview:

Q56: Were the advertorial rates in the AMIP guidelines any different from your previous rates?

¹⁴⁸ See Answers to Questions 16, 18 to 20, 31 to 32, 47 of Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009.

¹⁴⁹ See Answers to Questions 49 to 50, 56, and 58 to 59 of Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009.

A: I cannot recall. But it is the rate I am offer to my clients now. In fact, this the common rate across all Singapore modeling agencies, including those who are not members of AMIP.

...

Q58: You are shown the AMIP recommended rate guidelines on Fashion Shows printed from the AMIP website. These AMIP recommended rate guidelines were removed from the website on 17 July 2009. In relation to the AMIP recommended rate guidelines on Fashion Shows, when was this discussed and who had led the discussions on this topic? Also explain what do Fashion shows refer to?

A. I believe I have provided inputs for this discussion due to my past experience in the industry but I am unlikely to be leading the discussion. To me, this rate is still considered low but I accept it. I believe either Calvin or Sera must have come out with the rates. As Mannequin, Looque, Diva and Ave is more active in high end fashion show, I will believe that the four of us will have more inputs in this discussion.

Q59: Were these rates any different from your previous rates?

A: Definitely. My earlier rates were [X], so there is a [X] increment.

115. Chuan Do said Ave was obliged to share rates information with AMIP members as Ave did not want to be seen as unfriendly or uncooperative¹⁵⁰. Chuan Do said Ave was obliged to follow the AMIP's rates¹⁵¹. The following is an extract of the interview:

Q52: You are shown the AMIP recommended rate guidelines on Advertorials printed from the AMIP website. These AMIP recommended rate guidelines were removed from the website on 17 July 2009. In relation to the AMIP recommended rate guidelines on Advertorials, when was this discussed and who had led the discussions on this topic? Also explain what do Advertorials refer to?

A. I cannot remember. As far as I am concern, even though I do not agree with the rates, I will also have to go on with it since we are one of the members and do not be penalized or seen as uncooperative.

Q53: What do you mean when you say you do not want to be penalized for not following the rates?

A: At one time, they have mentioned that people who did not follow the rates will be penalized and other members will also call you up to scold you. I did not want that to happen.

¹⁵⁰ See Answer to Question 46 of Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009.

¹⁵¹ See Answers to Questions 52 to 55, 101 to 104 of Tan Chuan Do's Notes of Information / Explanation provided on 28 July 2009.

...

Q101: We understand that most of the members, including Ave, followed the agreed rates closely, even though there are occasions by which it is not possible to stick to the agreed rates. Why did you try to follow the agreed rate guidelines of AMIP?

A: Frankly, the rates we can follow are magazines and shows. So we tend to follow the agreed rates as closely as we can but due to the calibre of our models and clients we have, we are unable to follow the rates strictly.

Q102: **Is it also because you all agreed during the AMIP meetings to follow the rates and not undercut each other?**

A: Yes.

Q103: **We understand that all of you may differ from the guidelines at time due to circumstances such as clients' budgets, but in normal circumstances, all of you will abide to the agreed rates; is it true?**

A: Yes.

Q104: **By doing so, do you then agree that for everyone to follow an agreed rate guideline, it is no difference to price fixing?**

A: You can say that.

[emphasis added]

116. Interview of Bees Work's personnel¹⁵² – Christine Ty said that models and talents could be used interchangeably in advertorials and commercials. Modelling agencies were providing talents as well as models.¹⁵³ Bees Work obtained models from [redacted]¹⁵⁴.
117. Christine Ty said that Bees Work had [redacted] of the market for supplying talents and Phantom had about [redacted] of the market for supplying talents. Christine Ty also said that the bigger agencies providing models were Mannequin, Phantom, Diva, Carrie, Upfront, Ave and Looque¹⁵⁵.

¹⁵² See Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009 and 22 July 2009.

¹⁵³ See Answers to Questions 78 to 81 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 22 July 2009.

¹⁵⁴ See Answers to Questions 2 to 8 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

¹⁵⁵ See Answers to Questions 9 to 12, 55 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

118. Christine Ty said that Bees Work followed the AMIP's Talents and Child Models rates. She would charge higher than the AMIP's rates, never lower¹⁵⁶. The following is an extract of the interview:

Q14: What are Bees current fees for the supply of models and talents for Commercials (TV, press, papers, magazines, posters, etc)?

A: I have provided CCS with rates that I follow to charge for talents (*marked CT-002*) [Bee Work Casting Talent Rates]. These talent rates are decided by myself. However, that is just a guide and depending on the situation, I may adjust my rates. As for models, I would follow the AMIP talents & Child Models recommended rates provide to CCS (*marked CT-013*) to charge. But there are times that I would deviate if the models are top models, we would need to charge more. We would charge higher than the AMIP rates and never lower.

119. Christine Ty said AMIP members would help each other out by discussing how much clients are willing to pay, and use the information to ask clients to pay more¹⁵⁷.

120. Christine Ty said AMIP members met and discussed the setting of rates from 2005 to 2009¹⁵⁸. The following is an extract of the interview:

Q28: What is normally discussed during these meetings?

A: **We would discuss about modelling, talent fees and fashion show fees. We hope to set the fees that members of AMIP charge the clients for models or talents for commercials, advertorials, editorials and fashion shows.** Other issues discussed during the meetings include marketing AMIP to the press and to the public.

Q29: **When did these discussions on the setting fees took place?**

A: **Every time when we meet since 2005 to 2009.**

[emphasis added].

121. Christine Ty explained how AMIP members agreed on rates by consensus¹⁵⁹. The following is an extract of the interview:

¹⁵⁶ See Answers to Questions 14 to 17 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

¹⁵⁷ See Answers to Questions 23 to 24 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

¹⁵⁸ See Answers to Questions 27 to 29 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

¹⁵⁹ See Answers to Questions 30 to 36 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

Q30: How are the fees set?

A: Each of us would discuss our own costs and then decide to set the price that is comfortable for everyone.

Q31: Who are the members of AMIP that are involved in the setting of fees discussion?

A: Vivian Lim and Esther Lim of Phantom, Rowena Foo of Diva, Calvin Cheng and Mr Chris Swee of Looque, Mui of Impact Models, Bhak Yap of Quest Models, Colin Ho of Linsan, Renee Lim of Electra, Linda and Sarah of Mannequin, Mr Chris of Catworkz, Chuando of Ave and myself from Bees.

Q32: Did all these members agree to the fixed rates that were discussed during the AMIP meetings?

A: Yes, Vivian Lim and Esther Lim of Phantom, Rowena Foo of Diva, Calvin Cheng and Mr Chris Swee of Looque, Mui of Impact Models, Bhak Yap of Quest Models, Colin Ho of Linsan, Renee Lim of Electra, Linda and Sarah of Mannequin, Mr Chris of Catworkz, Chuando of Ave and myself all agreed to the fixed rates.

Q33: Are these discussion on the setting of fees documented?

A: Yes. There are emails and documents that are sent out to AMIP members to document what took place. **The secretary, Mr Bhak Yap of Quest Models would coordinate and send out to the members of AMIP the agreed finalized rates for all members of AMIP to follow.** After Mr Bhak Yap left, there was no documentation on such discussion.

[emphasis added].

122. Christine Ty said that AMIP members issued the AMIP's rates to stabilise the rates charged to clients¹⁶⁰. The following is an extract of the interview:

Q40: Tell us more about the recommended rate guidelines for modelling services in relation to Editorials, Advertorials and Fashion shows that were set by AMIP.

A: The members of AMIP who are modelling agencies are trying to stabilize the price in the market and fix the price for modelling agencies that provide modelling services for Editorials, Advertorials and Fashion Shows.

Q41: When did AMIP come up with a recommended rate guideline for modelling services in related to Editorials, Advertorials and Fashion shows?

¹⁶⁰ See Answers to Questions 39 to 44 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

A: According the website, it should be done in 2005. They have brought up similar discussions during the other meetings in 2005 – 2009 as stated in my answer to Q29.

Q42: Why did AMIP come up with a recommended rate guideline for modeling services?

A: We wanted to fix the rate to ensure stability of fees charged to clients.

Q43: Do modelling agencies compete for models?

A: Yes. One of the reasons for wanting to stabilize the fees charge to clients is so that models would not compare the fees and hop around different agencies in hope to look for a higher fee.

Q44: Who were the persons/members involved in the discussions leading to the setting of the AMIP recommended rate guidelines?

A: Vivian Lim and Esther Lim of Phantom, Rowena Foo of Diva, Calvin Cheng and Mr Chris Swee of Looque, Mui of Impact Models, Bhak Yap of Quest Models, Colin Ho of Linsan, Renee Lim of Electra, Linda and Sarah of Mannequin and Mr Chris of Catworkz, Chuando of Ave. Except for myself of Bees as I am into talents rather than models.

[emphasis added].

123. Christine Ty said that Bees Work and the AMIP members followed the AMIP's rates because they had agreed to do so at the AMIP's meetings.¹⁶¹

Q45: Do all AMIP members charge according to the AMIP recommended rate guidelines?

A: Yes. We would try to.

Q46: Did Bees follow the recommended rate guidelines set by AMIP either for models or for talents in setting your own fees?

A: Yes. I would try to follow to the rates that we have agreed upon for.

Q47: Why did you try to follow the recommended rate guidelines set by AMIP?

A: Because we have agreed during the AMIP meetings that we would follow these rates.

Q48: Since all the AMIP members follow the recommended rate guidelines and Bees also follows them, was it agreed between the AMIP

¹⁶¹ See Answers to Questions 45 to 48 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 15 July 2009.

members during your AMIP meetings, either explicit or implicit, that they should charge according to the AMIP recommended rate guidelines?

A: Yes.

[emphasis added].

124. Christine Ty said the purpose of the AMIP was to set up meetings between competitors to agree on and stabilise prices so that modelling rates are the same¹⁶². The following is an extract of the interview.

Q7: Do you agree that AMIP is nothing more than a shell association to legitimise the meetings between competitors?

A: **Yes, it was for the purpose of setting up meetings between competitors to resolve issues such as pricing that the modelling agencies face.** We do not want the models to go to agencies that pay more so we set up AMIP to allow the competitors to agree on and stabilize prices so that the models are unable to choose between different agencies, if all the competitors will charge similar rates...As such, AMIP was set up so that modelling agencies can coordinate and avoid such a situation where their charges deviate much from each other.

[Emphasis added]

125. Christine Ty said that AMIP members communicated by phone e-mail and meetings¹⁶³. Christine Ty said that Bhak Yap would record the minutes of the AMIP's meetings and e-mail the minutes to the members. She said the minutes were an accurate reflection of what happened at the AMIP's meetings¹⁶⁴.
126. Christine Ty said she used the AMIP's Talents and Child Models Recommended Rate document after 1 January 2006. If the clients' budget matched the AMIP rates, she would use the AMIP rates¹⁶⁵.
127. Christine Ty said AMIP members agreed on the budgeted rates guidelines¹⁶⁶.

¹⁶² See Answers to Questions 5 to 12 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 22 July 2009.

¹⁶³ See Answers to Questions 13 to 14 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 22 July 2009.

¹⁶⁴ See Answers to Questions 15 to 16 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 22 July 2009.

¹⁶⁵ See Answers to Questions 41 to 42 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 22 July 2009.

¹⁶⁶ See Answers to Questions 47 to 50 of Ty Gaik Neo @ Christine's Notes of Information / Explanation provided on 22 July 2009.

128. Interview of Catworkz personnel¹⁶⁷ – Chris Lee said AMIP members discussed the jobs they handled. He also said there must have been rates discussions of the documented AMIP rates at those meetings, but he could not remember¹⁶⁸. The following is an extract of the interview:

Q33: Can you remember what was discussed during the meetings that you attended?

A: I think the first meeting was about the formation of the association and we voted for the executive committee members. We discussed the membership fee and who can be invited to become an AMIP. There was a lot of casual discussion about the jobs that we did, during the meetings. There must have been discussion of rates in the documents that you showed me, but I cannot remember.

129. Chris Lee could not remember the rates discussions between AMIP members. He said he did not know about the AMIP rates on the AMIP website. He said Catworkz received the e-mails on AMIP rates but did not follow the AMIP's rates¹⁶⁹. The following is an extract of the interview:

Q15: You are shown the AMIP recommended rate guidelines on Editorials, effective 1 May 2005, printed from the AMIP website marked as CL-I-005. These AMIP recommended rate guidelines were removed from the AMIP website on 17 July 2009. Do you know the rates in this guideline?

A: No. I have never seen the recommended rates in this format before. I do not know about the rates. I was not interested in what they discussed. I remember that they were going to send us a letter and attachment to inform our clients that we have an association. So when we write to our clients, we can attach the introductory letter to our clients, to introduce the purpose of the association to our clients. But I do not know if that happened.

Q16: You are shown the AMIP recommended rate guidelines on Fashion Shows, effective 1 May 2005, printed from the AMIP website marked as CL-I-006. These AMIP recommended rate guidelines were removed from the AMIP website on 17 July 2009. Do you know the rates in this guideline?

A. I do not know.

¹⁶⁷ See Lee Choon Chuan @ Christopher Sean Lee's Notes of Information / Explanation provided on 4 August 2009.

¹⁶⁸ See Answer to Question 33 of Christopher Lee's Notes of Information / Explanation provided on 4 August 2009.

¹⁶⁹ See Answers to Questions 13 to 19 of Christopher Lee's Notes of Information / Explanation provided on 4 August 2009.

Q17: When was this rate discussed and who had led the discussions on this topic? Who prepared the recommended rates and who agreed to follow these rates and how were these rates used in business dealings after 1 May 2005?

A: I do not remember. They may have sent the rates to me by email but I do not remember.

...

Q19: In the same document CL-I-007, Bhak Yap also said that the rates would be deemed approved by 7 May 2005, if there were no other amendments by members. Do you agree with what Bhak Yap said on the approval process? Was that how the rates were approved?

A: No. I really do not know how the rates were prepared or approved. I remember the rates were email to us but I did not use these rates.

130. Chris Lee remembered seeing the AMIP talents rates¹⁷⁰. The following is an extract of the interview:

Q25: I refer you to a document marked CL-I-011. This document shows an email dated 8 September 2005, 8.16 p.m. from the AMIP secretary Bhak Yap to AMIP members, attaching the "Publisher Rates", for members' reference.

A: I did not attend the discussion and I do not remember seeing the attachment. I only remember seeing the rates sheet for talents in document marked as CL-I-007.

131. Chris Lee had asked about the rates attachment in one of the AMIP's e-mail discussions, but could not remember seeing the rates attachment.¹⁷¹

Q26: I refer you to a document marked CL-I-012. This document shows a series of emails, beginning with an email from the AMIP secretary Bhak Yap to AMIP members dated 12 September 2005 at 3.54pm, including emails sent by you. Please describe what had happened and what was the agreement by members?

A: I only asked them where the attachment was and then I "switched off" after that. I do not remember seeing the attachment.

132. Interview of Diva personnel¹⁷² - Rowena Foo said that one of the reasons why the AMIP was set up, was to increase model rates¹⁷³. The following is an extract of the interview:

¹⁷⁰ See Answers to Questions 23 to 25 of Christopher Lee's Notes of Information / Explanation provided on 4 August 2009.

¹⁷¹ See Answers to Questions 26 to 27 of Christopher Lee's Notes of Information / Explanation provided on 4 August 2009.

Q26: Referring to the sentence “*I don’t wish to see this association goes down the drain just like that all because of recommended rates that cannot be materialized or worst, undercutting of rates by fellow members!*” in the document, can you explain if AMIP was set up to stabilize the fees to be charged the customers?

A: **We come up with our inputs so that the association serves as a platform to come to a consensus on the prices to charge in order to help the industry. When we hear about the possibility of increasing our rates from [✂] to \$400, it sounds great.**

[emphasis added].

133. Rowena Foo said AMIP members discussed different rates¹⁷⁴. The following is an extract of the interview:

Q32: Which member agencies had attended such meetings or gatherings for meetings held in 2005?

A. Most of us were usually present, Christine Ty from Bees Work, Vivian and Esther Lim from Phantom, Sera and Yvonne from Mannequin, Colin and Renee from Linsan/Electra, Chuan Do and Jimmy and Ben and Colin from Ave, Mui from Impact Models, Calvin and Chris from Looque, Bhakt Yap of Quest. Catworkz seldom turned up. I think I only met him once in person. We only collected fees from him once.

...

Q36: But there were different rates being discussed?

A: We brought up and discussed rates for the different forms of media, loadings, print ads, TV commercials, Singapore Fashion Festival, International Label Shows, wedding shows, wedding editorials. We shared what we have been practicing and what we think is good. **Once members are comfortable with the rates proposed, we would circulate it to members.** For instance, I did up my own chart for publishers and magazines rates and circulated it amongst the members.

[emphasis added].

134. Rowena Foo also said AMIP members discussed budgeted rates, print ads and tv commercials, media loading fees, standardized list for production

¹⁷² See Rowena Foo Chew Ling’s Notes of Information / Explanation provided on 15 July 2009 and 23 July 2009.

¹⁷³ See Answers to Questions 22 to 28 of Rowena Foo Chew Ling’s Notes of Information / Explanation provided on 23 July 2009.

¹⁷⁴ See Answers to Questions 31 to 36 of Rowena Foo Chew Ling’s Notes of Information / Explanation provided on 23 July 2009.

house and advertising agencies in 2006¹⁷⁵, and new media loading rates in 2007.

135. Rowena Foo said there was an understanding between AMIP members to follow the AMIP's rates¹⁷⁶. The following is an extract of the interview:

Q21: Is there an agreement between AMIP members, either explicit or implicit, that they should charge according to the AMIP recommended rate guidelines?

A: There is an understanding that we should charge according to the AMIP recommended rate guidelines. If the client's project is unique, it is a useful starting point for our quotes.

[emphasis added].

136. Rowena Foo said that Diva made changes to its rates to follow the AMIP's rates¹⁷⁷. The following is an extract of the interview:

Q24: Before the recommended rate guidelines came about, were your fees higher or lower than the guidelines?

A: Before the guidelines came out, [X] of our fees were higher and [X] were the same as those in the guidelines. After the guidelines came out, we lowered our prices that were higher to meet the guidelines. However, there are some situations where we have priced lower than the recommended guidelines. This would usually be in the situation where the project is assigned to us or where there are no competitors and the client is unable to meet our budget.

137. Rowena Foo said that the talents and child models recommended rates sheets served as a reference to Diva¹⁷⁸. The following is an extract of the interview:

Q54: Were the rates discussed?

A: As we don't usually represent child models, we did not participate in the discussion. However, if we were to offer child models, we would refer to these rates.

¹⁷⁵ See Answers to Questions 37 to 43 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 23 July 2009.

¹⁷⁶ See Answer to Question 21 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 15 July 2009.

¹⁷⁷ See Answers to Questions 24, 30 to 31 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 15 July 2009.

¹⁷⁸ See Answers to Questions 53 to 55 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 15 July 2009.

138. Rowena Foo said that she prepared the AMIP's rates sheets for publishers and magazines, and no AMIP member objected. The reason for circulating the rates was to allow all AMIP members to charge the same price¹⁷⁹. The following is an extract of the interview:

Q60: You are shown the AMIP-Rate Sheets-Publishers and Magazines Rates marked as RF-005R. You said earlier that you had prepared this document. Who contributed to this and did you circulate this to all AMIP members?

A: I made this document. I circulated this to all AMIP members. No one responded from what I recalled. No one objected as well. The rates in the document are what I was quoting at that time. This is the same document that I would show my new staff. The rates here are slightly higher than when Diva started. I made this document sometime in 2005 and 2006.

...

Q63: What was the reason for circulating this to AMIP members?

A: We have nothing to hide. There are situations where models compare rates so we would release these rates in the interests of resolving the conflicts between models. The intention was for everyone to quote the same price so that models would not be unhappy about having different rates for the same jobs. Ideally, the clients should be paying the models equally.

139. Rowena Foo described how the discussions on the setting of fees were documented¹⁸⁰. The following is an extract of the interview:

Q64: Were discussions on the setting of fees documented?

A: Yes. During the meetings I wouldn't take notes but Bhak would write the minutes. Then he would send some emails and documents that are sent out to AMIP members to document what took place. If anyone had any objections, they would inform Bhak who would then send out the amendments. After Bhak left, there was no documentation on such discussion.
[emphasis added].

140. Rowena Foo said Diva agreed to follow the AMIP's rates¹⁸¹. The following is an extract of the interview:

¹⁷⁹ See Answers to Questions 60 to 63 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 23 July 2009.

¹⁸⁰ See Answer to Question 64 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 23 July 2009.

¹⁸¹ See Answers to Questions 101 to 102 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 23 July 2009.

Q101: We understand that most of the members, including Diva, followed the agreed rates closely, even though there are occasions by which it is not possible to stick to the agreed rates. Why did you try to follow the agreed rate guidelines of AMIP?

A: This was because we all gave our inputs for the rates and we all wanted a better budget so we agreed during the AMIP meetings that we would follow these rates.

141. Rowena Foo recalled discussing budget rates in 2006. Diva did not object to the practice of giving discounts as agreed by AMIP members¹⁸².
142. Rowena Foo said AMIP members discussed imposing financial penalties on AMIP members who accepted jobs at very low budgets. She also said she joked about the penalty to be imposed, although no penalties were ever imposed¹⁸³.
143. Rowena Foo said Diva was still following some of AMIP rates in 2009¹⁸⁴. The following is an extract of the interview:

Q108: Do you agree that the AMIP recommended price guidelines are still being used until at least 17 Jul 2009?

A: Diva Models still quote \$400 for shows so yes, we still follow the guidelines as those are the rates I was comfortable with. I would say that I am unable to follow the guidelines for about [X] of the jobs we receive because the clients are unable to meet the budget.

144. Interview of Electra's personnel¹⁸⁵ – Wan Ying said that all AMIP members wanted to charge more for fashion shows and agreed to charge \$400. As the modelling agencies could earn revenue from the commission on the modelling fees, AMIP members would also earn more money with higher modelling rates¹⁸⁶. The following is an extract of the interview:

Q27: All AMIP members wanted to charge more?

A: Yes.

Q28: How did you arrive at \$400 per fashion show?

¹⁸² See Answers to Questions 109 to 112 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 23 July 2009.

¹⁸³ See Answers to Questions 113 to 116 of Rowena Foo Chew Ling's Notes of Information / Explanation provided on 23 July 2009.

¹⁸⁴ See Answer to Question 108 of Rowena Foo Chew Ling's Notes of Information/Explanation provided on 23 July 2009.

¹⁸⁵ See Lim Wan Ying's Notes of Information / Explanation provided on 28 July 2009.

¹⁸⁶ See Answers to Questions 25 to 31 of Lim Wan Ying's Notes of Information / Explanation provided on 28 July 2009.

A: I think based on the working hours of the model, e.g. casting, make-up, the actual amount of time can be quite substantial. I think they took into account the other regions that the models travelled to, so they looked at the rates they are paid in other countries to arrive at the rates for Singapore. Also, agencies earn by commission, so the agencies can also earn more.

Q29: So all AMIP agencies came together in 2005 to agree on rates for fashion shows?

A: **I can't remember the particular individuals, but it was a rate that was brought up and was set as a guideline. Not a fixed price, but to reach a higher rate that all can charge. So that we can go above \$250, rather than always stagnant at \$250.**

[emphasis added]

145. Wan Ying explained how Electra used the AMIP rates sheets¹⁸⁷. The following is an extract of the interview:

Q47: Are loading fees applicable to Electra?

A: Yes, they are reflected in our invoices. When we charge loading fees, the client will usually just say "all print media", so they can use it for anything they want. It is usually incorporated into the shoot fee, not charged individually. I will follow the guideline only to make sure that it is for the items that are listed. It is not possible for me to follow the rate.

Q48: Do you follow any of the AMIP rates for any of the items listed in this document, that you said are relevant to Electra?

A: No, except for the show for the TAFF...

146. Interview of Impact's Personnel¹⁸⁸ - Mui Chen said that one of AMIP members' objectives, which was shared by Impact, was to raise model rates¹⁸⁹. The following is an extract of the interview:

Q13: Please refer to the document marked TMM-I-003. This is an email dated 26 February 2005 titled "AMIP Updates - Important" which was sent by AMIP secretary to AMIP members, including you. There is a statement "*Talking about trust, I sincerely hope that all members will abide by the recommended rates once we have finalised them. We all have the same objective and a common goal – to command higher model rates. This is the reason why this association was started.*" in paragraph 4 of the

¹⁸⁷See Answers to Questions 32, 41, 47 to 48 of Lim Wan Ying's Notes of Information / Explanation provided on 28 July 2009.

¹⁸⁸See Tan Mui Mui's Notes of Information / Explanation provided on 28 Jul 2009.

¹⁸⁹See Answers to Questions to 6, 13 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

document. **Do you agree that one of AMIP's objectives is to raise prices, and Impact shares the same objective?**

A: Yes.

[emphasis added]

147. Mui Chen said that AMIP members discussed and agreed on the rates for advertorials, editorials and fashion shows in 2005¹⁹⁰.
148. Mui Chen explained how AMIP members discussed and agreed to use the rates, terms and conditions in the May 2005 rates sheet, for child and talent rates¹⁹¹. The following is an extract of the interview:

Q24: You are shown an email from you to AMIP secretary Bhak Yap, dated 4 May 2005, at 4.13 p.m., marked as TMM-I-008 asking members on the approval for the rates attached. You sent another email to Bhak Yap, dated 4 May 2005, at 4.29 p.m., marked as TMM-I-009 attaching the terms and conditions. Why did you send the rates, terms and conditions to Bhak Yap? What was the purpose for compiling the rates, terms and conditions?

A: I remember that all AMIP members were asked to submit their rates, because we wanted to know more details about the different charges, the media loading charges and definitions of "above the line" and "below the line". Media that can reach out to wider publicity are considered "above the line", e.g. tv commercials, video wall, press and outdoor transit media. "Below the line" refers to media that do not reach out to so many, like point of sales, e.g. hanging mobiles, brochures. I submitted my rates for the discussion. The bigger agencies, Sera (Mannequin), Calvin (Looque), Bhak (Quest), Vivian (Phantom), Rowena (Divva), Jimmy (Ave), and [X] grouped Impact, Bees Work, Linsan and Catworkz into another category, because we do not have high fashion models. Colin (Linsan) and Chris (Catworkz) have talents. I do not remember who the representative from [X] for the discussion was, but I remember that someone from [X] took my rates at the meeting when I was handing out my rates. To compile the rates, the bigger agencies asked me and Christine (Bees Work) to do up the rates because we have more child models and talents. The bigger agencies took Impact and Bees Work rates as the best fit for their clients, because they have a smaller pool of child models than Impact and Bees Work. Linsan was grouped together with Impact and the rest because their models did not meet the international high fashion requirements. As my rates were the most

¹⁹⁰ See Answers to Questions 14 to 22 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

¹⁹¹ See Answers to Questions 24 to 27 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

detailed, Impact, Bees Work, Linsan, Catworkz, agreed to adjust my rates to use as what is best for the industry. Myself (Impact), Christine (Bees Work), Colin (Linsan) and Chris (Catworkz) met to discuss our rates, probably in March or April 2005. Christine advised on the rates to be charged most, because she is a producer who knows the industry better. All the AMIP members took my rates, terms and conditions to use for child and talent, where they have their own pool of child and talent. The AMIP members would use the rates, terms and conditions for adjusting their own media rates. In the email, I was asking for approval from the other agencies because we want to make sure that our prices do not differ for child and talent.

...

Q27: In the same document TMM-I-010, Bhak Yap also said that the rates would be deemed approved by 7 May 2005, if there were no other amendments by members. Do you agree with what Bhak Yap said on the approval process? Was that how the rates were approved?

A: Yes, Bhak Yap will give a timeframe because most of the time the bigger agencies take a long time to reply to him. That is why he set a timeframe. This was how the rates were approved.

149. Mui Chen said that AMIP members agreed to quote the AMIP rates as minimum rates¹⁹². The following is an extract of the interview:

Q28: In the same document TMM-I-010, Bhak Yap also said in paragraph 4 "*...Please note that the talent rate sheets are for reference only as it is difficult to implement a standard guideline. These are minimum rates to quote and it is up to member agencies to quote higher rates if possible. The best option for now is to contact each other as and when necessary if clients call and give extremely low budget jobs...*" Do you agree with what he said? Was that the common understanding amongst the AMIP members?

A: **Yes. These are minimum rates that everyone agreed to quote to their clients.**
[emphasis added].

150. Mui Chen confirmed that Impact used the AMIP's rates and, where possible, charged higher rates than the AMIP's rates¹⁹³. The following is an extract of the interview:

¹⁹² See Answers to Questions 27 to 29 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

¹⁹³ See Answers to Questions 38 to 40 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

Q38: Did Impact follow the recommended rates set by the AMIP such as those in documents marked TMM-I-004, TMM-I-005, TMM-I-006, TMM-I-010 and TMM-I-016, when quoting prices to clients?

A: Yes, we would use it and [✂] if client's budget allows.

Q39: How different were these AMIP rates from your previous rates?

A: The AMIP rates were close to Impacts previous rates. The AMIP rates are slightly higher, maybe [✂]. Now we hardly have a chance to use it because the market is bad and clients are quoting budgets to us.

151. Mui Chen said that none of the AMIP members said they were no longer following the understanding on the use of the AMIP's rates¹⁹⁴.

152. Mui Chen said that AMIP members discussed and agreed to quote discounted rates to clients¹⁹⁵. The following is an extract of the interview:

Q45: Do AMIP members discuss and agree on lower budget rates to quote to clients?

A: Yes.

Q46: I refer you to a document marked TMM-I-019. This document is an email from you to Bhak Yap, dated 14 March 2006 at 3.18 p.m. Why did you send this email to Bhak Yap?

A: I think there was a meeting about a week before this email on 14 March 2005. AMIP members were facing problems because the AMIP members could not continue to quote the agreed rates to clients. The clients' tight budget cannot meet the AMIP rates guidelines. So, I suggested that we can mark down certain percentage from the agreed rates and we can mark down from 30% to 70% during the discussion. The AMIP members wanted me to put down in email so that everyone had a clearer picture of how it works. I gave examples of how the lower budget rates can be worked out in a systematic manner. Jimmy (Ave), Christine (Bees Work), Rowena (Diva), Renee (Electra), myself (Impact), Colin (Linsan), Calvin (Looque), Vivian (Phantom), Bhak (Quest) were present at the meeting. We had all agreed to try out and see if we can survive with the recommended rates, but now we need to lower the rates and also prevent clients from quoting ridiculously low rates. Non AMIP members were also charging extremely low rates.

Q47: I refer you to a document marked TMM-I-020. This document is an email, dated 16 March 2006 at 12.56 a.m., from the AMIP Secretary

¹⁹⁴ See Answer to Question 40 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

¹⁹⁵ See Answers to Questions 45 to 47 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

Bhak Yap to AMIP members, recording that all members present during the AGM had agreed on how to charge lower rates. Explain what the purpose of the email to AMIP members is.

A: Once Bhak Yap had finalized my draft, it was sent to the AMIP members. Catworkz did not attend the meeting. At the meeting, the AMIP members agreed to try out the lower budget rates for 3 months. Impact used the agreed lower budget rates for a short period, for not more than half a year. But we still could not meet the client's budget so we supplied our own rates after that, probably October 2006 onwards.

153. Mui Chen said that AMIP members were advised to substitute the AMIP logos on the AMIP rate sheets with their own logos to prevent accusations of price fixing.¹⁹⁶

Q30: You are shown an email from AMIP secretary Bhak Yap to AMIP members, dated 12 May 2005, at 11.00 a.m., marked as TMM-I-011, where he says "...Please **DO NOT** use AMIP's letterhead at all. Since he is going to show his clients each individual agency's rates sheet, I would strongly suggest that you **DO NOT** cut and paste the rates sheet which I have emailed you yesterday. Instead, do some changes to the layout in your own style please. (Example: Adult Model Fees > change to Model Fee or Rate and exclude Kids Fees; add S\$ or \$ to the figures; re-arrange the heading for each show category instead of in the same order.) This way, no one can say we are price fixing (infact we are not!) and at least our rates sheet all will not look the same." Is Bhak Yap referring to the rates sheet mentioned in TMM-I-010?

A: No. He is referring to only the AMIP Fashion Shows rates, which is only one part of the document TMM-I-010.

Q31: Why was Bhak Yap telling AMIP members to hide the rates sheet from clients so that clients will not be able to tell that AMIP members were quoting AMIP rates?

A: **I do not know but I remember that Calvin (Looque) said that we are not supposed to fix rates and we cannot use the AMIP header on our rates. It is not appropriate for us to submit the rates using AMIP header. So I acted according to Bhak Yap's request in this email, for Impact's quotes to clients.**

[Emphasis added]

154. Interview of Linsan's personnel¹⁹⁷ – Colin Ho said that the AMIP was set up to prevent undercutting of prices¹⁹⁸.

¹⁹⁶ See Answers to Questions 30 to 31 of Tan Mui Mui's Notes of Information / Explanation provided on 28 July 2009.

¹⁹⁷ See Colin Ho's Notes of Information / Explanation provided on 15 July 2009 and 22 July 2009.

Q4. Were you one of the persons who wanted to set up AMIP?

A: At first I did not know what AMIP was, each business has a union, and I thought that it was to protect models and agencies from clients undercutting. **Sometimes new agencies when they started off would definitely lower their rates to try to attract clients, so we had to protect ourselves. This was the intention when we were set up in 2005.**

[emphasis added].

155. Colin Ho said AMIP members raised existing rates and the reason for the recommended rates was to stop undercutting¹⁹⁹. The following is an extract of the interview:

Q16: Were there specific individuals in the AMIP who came out with these figures?

A: These prices were similar to what existed at the time anyway, before the guidelines the price of a half-day editorial shoot was about \$150, and the guidelines made the recommended price more, i.e. \$200...

The reason for having this recommended price was to stop smaller agencies like us from bringing in foreign models and offering to do a job for less than what was the industry norm at that time. This is how it was decided for editorial shoots.

[emphasis added].

156. Colin Ho said that the published AMIP rates had an effect on clients²⁰⁰. The following is an extract of the interview:

Q21: Why did [X] pay you [X]?

A: I believe that they followed the AMIP's guideline when they decided to pay us the [X].

157. Colin Ho said he had complained to AMIP members that Linsan had followed the agreed AMIP rate but was undercut²⁰¹. The following is an extract of the interview:

Q138: Referring to Ch-I-002, which was shown to you earlier, the email from Bhak Yap on 26 February was part of a chain of emails. If you look

¹⁹⁸ See Answers to Questions 4 to 7 of Colin Ho's Notes of Information / Explanation provided on 15 July 2009.

¹⁹⁹ See Answers to Questions 15 and 16 of Colin Ho's Notes of Information / Explanation provided on 15 July 2009.

²⁰⁰ See Answers to Questions 19 to 21 of Colin Ho's Notes of Information / Explanation provided on 15 July 2009.

²⁰¹ See Answers to Questions 138 to 142 of Colin Ho's Notes of Information / Explanation provided on 22 July 2009.

at the first email in this chain, you will see that it is an email that you sent out on 25 February 2005 to the other AMIP members, why did you send this email?

A: Because in the meetings, the meetings were going nowhere and I was just voicing out what I feel. A client of mine wanted models for a fashion show, and they wanted foreign models and we were asked to quote the fees for a foreign model, so I followed the recommended rates and after quoting I was told that there was a bigger agency that was quoting less. So after so many meetings where we had discussed recommended rates I find that I am being undercut by one of the larger AMIP member ...

158. Colin Ho said that the AMIP sent an e-mail to all of its members to abide by the agreed rates and the fashion show rate of \$400 was implemented on 1 May 2005²⁰². The following is an extract of the interview:

Q149: Referring to Bhak Yap's reply on 26 February, he states at paragraph 4 that he hoped that "all members will abide by the recommended rates once we have finalized them", so isn't he referring to the incident that has happened to you, where after you quoted based on the agreed rates, you were in a sense undercut by another AMIP member who did not comply with the agreed rates?

A: Yes.

Q150: And he is hoping that the AMIP members will not undercut one another when the rates are implemented and will abide by the rates?

A: Yes.

[Colin Ho shown copy of e-mail from Bhak Yap dated 10 March 2005 marked CH-I-011]

Q151: Have you seen this email, you are listed as a recipient of this email?

A: I have received this email and I was present at the meeting

Q152: In the last sentence of paragraph 4, Bhak Yap says that the show rate of \$400 for all shows shall take effect from 1 May 2005. So by this time had the members of the AMIP agreed to implement a rate of \$400 for shows and that the implementation date for the new rates would be on 1 May 2005?

A: Yes, correct.

159. Colin Ho said he had seen the AMIP's Talent and Child Models Recommended Rate document²⁰³, and the AMIP's Rate Sheets Publisher

²⁰² See Answers to Questions 149 to 152 of Colin Ho's Notes of Information / Explanation provided on 22 July 2009.

and Magazine Rates document²⁰⁴ before the CCS' interview, but could not remember the AMIP discussions. Colin Ho said Linsan referred to the AMIP's publisher and magazine rates if a client asked for a quote²⁰⁵. The following is an extract of the interview:

Q51. Refer to this document, "Publishers and Magazine Rate" which you gave us from your files, can you explain what this is about, the document is marked CH-001?

A: This is a summary of what the recommended rates are. AMIP recommended rates. We refer to this when a client asks for a job if we want to know what AMIP recommended rates are.

160. Colin Ho said he did not object to the minutes of meeting in March 2006 on budgeted rates and penalties. He could remember the meeting discussions on budgeted rates²⁰⁶. He also could not remember the meeting discussion on imposing penalties on AMIP members. Colin Ho said that no penalty system has been implemented²⁰⁷.
161. Colin Ho said that Linsan had [X] market shares in advertorials and editorials but did about [X] of the bridal fashion show market in Singapore. For instance, Linsan will run [X] shows out of [X] bridal shows a year²⁰⁸.
162. Interview of Looque's Personnel²⁰⁹ - Chris Swee explained the reasons for AMIP members to get together were to be united against clients and to raise the rates for modelling services.²¹⁰
163. Chris Swee said that AMIP members discussed and agreed to increase rates gradually²¹¹. The following is an extract of the interview:

²⁰³ See Answers to Questions 172 to 174 of Colin Ho's Notes of Information / Explanation provided on 22 July 2009.

²⁰⁴ See Answers to Questions 179 to 180 of Colin Ho's Notes of Information / Explanation provided on 22 July 2009.

²⁰⁵ See Answers to Questions 51 and 53 of Colin Ho's Notes of Information / Explanation provided on 15 July 2009.

²⁰⁶ See Answers to Questions 190, 194 to 196 of Colin Ho's Notes of Information / Explanation provided on 22 July 2009.

²⁰⁷ See Answers to Questions 197 to 200 of Colin Ho's Notes of Information / Explanation provided on 22 July 2009.

²⁰⁸ See Answer to Question 47 of Colin Ho's Notes of Information / Explanation provided on 15 July 2009.

²⁰⁹ See Chris Swee Kian Kok's Notes of Information / Explanation provided on 13 August 2009.

²¹⁰ See Answers to Questions 8, 26, 38 to 39 of Chris Swee Kian Kok's Notes of Information / Explanation provided on 13 August 2009.

²¹¹ See Answers to Questions 41 to 43, 47 of Chris Swee Kian Kok's Notes of Information / Explanation provided on 13 August 2009.

Q42: With reference to paragraph one "*Hope you have received Calvin's email explaining our excessive rates?*" What does this mean?

A: **Some of the agencies wanted to the rates to be even higher, so Calvin at that time did explain that the jump should not be too huge until it affected the business of the member agencies; and rates should be increased gradually and not at a drastic sum in one go.**

Q43: Were the rate adjustments listed in (1) to (4) agreed upon by AMIP members?

A: It was discussed and printed out for everyone to follow. Basically there were 2 sets, one for models and one for talents. During the discussions, we only discussed on the general rates whereas Christine and Rowena, if I did not recall wrongly, were tasked to look into the breakdowns and details of the rates. Christine and Rowena were supposed to prepare the rates and circulated to all the members for comments. **Ultimately, everyone agreed to the rates circulated and all agreed to follow the guideline.**

[emphasis added].

164. Chris Swee said that AMIP members knew that they should not be price fixing²¹². The following is an extract of the interview:

Q53: What does: "*We are after all not fixing prices but rather abiding by price guidelines*" mean?

A: **At that time, we all agree that we need to push up the rates at that time. So in order not to be seen as price fixing, Calvin advised us not to send out a collective letter to our clients as it may give them the impression we are engaging in price fixing activities.**

Q54: Will you agree that by following an agreed price guidelines is not different from price fixing?

A: I will agree but we are open for negotiation and there are many combinations in one project, affecting the final price.

[emphasis added].

165. Chris Swee said that Looque still followed the AMIP's rates, at least until 17 July 2009, although there were some occasional price differences.²¹³

Q87: Do you agree that the AMIP recommended price guidelines on the website and internal guidelines such as: (1) Talents and Child Models

²¹² See Answers to Questions 52 to 54 of Chris Swee Kian Kok's Notes of Information / Explanation provided on 13 August 2009.

²¹³ See Answer to Question 87 of Chris Swee Kian Kok's Notes of Information / Explanation provided on 13 August 2009.

Recommended Rates, (2) Recommended Rates Sheet for Publishers of Magazines and (3) Rate Sheets for Talents (Private and Confidential) were still being referred to until at least 17 Jul 2009

A: Yes, generally we will still follow the guidelines, though depending on the situation, the prices will differ.

166. Chris Swee explained the purpose of the guidelines on budgeted rates in 2006²¹⁴. The following is an extract of the interview:

Q90: You are shown “Guidelines on Budgeted Rates” dated 16 Mar 06 marked CS-015R. Please elaborate further on why there was a need for budget rate guidelines?

A: As mentioned earlier, there are many variations to commercial jobs and these jobs are sometimes also limited by the budget provided by the clients. This guideline with the scenarios will give members an idea of whether to take a job when provided with a very low budget by clients.

Q91: How did AMIP members agree on the budgeted rates suggested in this email?

A: I was present for this discussion. But looking at the document, I must agree that the computation and examples given were very realistic and it does give a good analysis on the possible approach when faced with a low budget from clients.

167. Chris Swee explained how AMIP members decided on commission rates and said Looque applied the AMIP’s commission rates.²¹⁵

Q118: With reference to (8), how did AMIP members come to decide on the commission rates given to models?

A: We share our rates with the various members and we discuss about it. We then agreed on a window for the various agencies to decide on their own rates.

Q119: Did Looque abide by these rates?

A: Yes, we did an adjustment of our rates from [✂] after this agreement.

168. Chris Swee said that there was an understanding amongst AMIP members not to undercut each other, and that Looque will call other agencies to check clients’ quotes²¹⁶.

²¹⁴ See Answers to Questions 90 to 91 of Chris Swee Kian Kok’s Notes of Information / Explanation provided on 13 August 2009.

²¹⁵ See Answers to Questions 117 to 119 of Chris Swee Kian Kok’s Notes of Information / Explanation provided on 13 August 2009.

²¹⁶ See Answers to Questions 121 to 124 of Chris Swee Kian Kok’s Notes of Information / Explanation provided on 13 August 2009.

Q124: What happens when you find out that an AMIP member agency has undercut you or is competing with you for the same client?

A: **We will offer at the same rate to stay competitive but generally, we have a common understanding that we will not undercut each other.**

[emphasis added].

169. Chris Swee explained why model rates had to be fixed.²¹⁷

Q134: Do you have anything else to add?

A: Fashion and modeling is an unique industry. For certain types of modeling works, we will need to fix the prices else it will bring about chaos in the industry. Unlike other industry, modeling work cannot be rated by looks or service standards. As all models in the same job will do the same thing and looks are subjective. **So we need to fix these prices in order to ensure that the industry does not break apart.** For example, we cannot be paying 5 different models 5 different rates in the same show. That's why we choose to fix some rates which job nature are more standard; while leaving the rest, such as commercials, to be more flexible as they are many variations in them.

170. Calvin Cheng was also interviewed.²¹⁸ He said that AMIP members agreed on the AMIP's rates for transparency reasons²¹⁹.

Q3: Why did AMIP come up with a recommended rate guideline for modelling services?

A: To ensure that clients have the transparency in terms of pricing and they will know when they are being overcharged. Members also wanted to have transparency of prices.

171. Calvin Cheng said that all the AMIP members were involved in the making of AMIP rates²²⁰. The following is an extract of the interview:

Q4: Who were the persons involved in making the AMIP recommended rate guidelines?

²¹⁷ See Answer to Question 134 of Chris Swee Kian Kok's Notes of Information / Explanation provided on 13 August 2009.

²¹⁸ See Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 15 July 2009 and 13 August 2009.

²¹⁹ See Answer to Question 3 of Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 15 July 2009.

²²⁰ See Answer to Question 4 of Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 15 July 2009.

A: All of us, all the members. Ave, Bees Work, Catzworks, Diva, Electra, Impact, Mannequin, Linsan, Quest, and Looque (Elite in 2005). I cannot remember who were the persons involved but I represented Elite/Looque.

172. Calvin Cheng said that AMIP members were not price fixing but had agreed to ask clients to pay AMIP rates. AMIP members succeeded in getting clients to pay more for specified modelling services²²¹. The following is an extract of the interview:

Q29: With reference to paragraph five of [“About Rates” dated 23 Feb 2005 marked as CC-I2-002], “... *with the Competition Act having come into existence as of October 2004, we do not want to fall prey to any accusation of price fixing. The more agitation we create amongst our clients, the more likely they may band together to lodge a complaint against us.*” Can you elaborate on what is meant by this statement?

A: The general thrust of this statement is that we cannot price-fix. The more agitation we create amongst clients the more likely they will accuse us of price fixing which we are not. We are telling clients please increase our rates, we are not telling clients we will be increasing our rates. AMIP members agree with a certain benchmark and guideline on rates and we go to clients to ask if they can charge us those rates. AMIP price guidelines are neither a price ceiling nor price floor.

Q30: So are the price guidelines a collective bargaining or negotiating tool to try and convince clients to charge AMIP rate guidelines?

A: No. Please do not use the phrase collective bargaining or negotiating tool, there was no collective bargaining or negotiating tool. What AMIP did was to just presented clients rates we would like to charge and the reasons why, and left it up to them whether they will accept it. We have no powers to set rates.

Q31: So did clients agree to the rates for the AMIP guidelines?

A: For magazine clients we succeeded.

Q32: What other success did AMIP enjoy besides increase in rates for magazine clients?

A: I think fashion rates have increased from \$250-\$280 to \$300 from 2005 to 2009. 2009 is a bad year. In better years between 2005-2009, it can reach \$400 per show.

²²¹ See Answers to Questions 28 to 32 of Calvin Cheng Ern Lee’s Notes of Information / Explanation provided on 13 August 2009.

173. Calvin Cheng said that Looque followed the AMIP's rates where possible²²². The following is an extract of the interview:

Q30: Did Looque follow the recommended rate guidelines set by AMIP in setting its fees?

A: I cannot answer that question. But to my knowledge, as far as possible, yes. The rationale was to give clients transparency on prices. So that they know that they are not being overcharged.

174. Calvin Cheng could not recall if there was an agreement by AMIP members to abide by the recommended rates. He also could not recall concerns of undercutting amongst AMIP members²²³.

175. Calvin Cheng said he was not familiar with operational matters. He was only aware of the agreement for advertorial, editorial and fashion show rates, and he did not know about other rates agreements during the same time period²²⁴.

Q52: You are shown "Model's Rate" dated 24 Feb 05 marked as CC-I2-007, do you recognize this document? What is this document about?

A: I am not sure. I believe that the operators come together to discuss the rates. When I say operators I mean bookers and I don't refer to myself because I am not operational. I don't book models.

AMIP only tried to make efforts to get the rates for advertorials, editorials and fashion shows to increase so we have never discussed anything other types of rates. Therefore, I am guessing that these other rates attached to this email are average rates for the other types of jobs of the industry.

Q53: But there is also reference on editorials rates for models in the rates attached to this email? So how does this differ from the AMIP recommended rates on editorials?

A: I do not know.

Q54: Why is there an AMIP logo on these rate guidelines?

A: I don't know. There was only agreement for rate guidelines advertorials, editorials and fashion shows, I do not know about the rest of the rates.

²²² See Answer to Question 30 of Calvin Cheng Ern Lee's Notes of Information/Explanation provided on 15 July 2009.

²²³ See Answers to Questions 38 to 41 of Calvin Cheng Ern Lee's Notes of Information/Explanation Provided on 13 August 2009.

²²⁴ See Answers to Questions 52 to 57 of Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 13 August 2009.

176. Calvin Cheng said that no penalties were imposed on AMIP members who did not follow the AMIP's rates²²⁵. He had told AMIP members that the suggestion during the 2006 AGM to impose penalties was wrong²²⁶.
177. Calvin Cheng said AMIP members had a market share of 20% of the fashion show market²²⁷. The following is an extract of the interview:

Q24: I refer you the document on TAFF marked as CC-I2-003. What is this email about?

A: Joanna wanted to boycott AMIP because there was a misunderstanding that Bhak wanted to quote her very high rates. I want to run you through the history of events. It was a very ugly event. To be honest, if this happened now [✂] but it happened in 2005. We were trying to get her to cooperate with us by paying a higher rate.

...

During my meeting with Joanna, she also showed me TAFF's list to show that 80% of recommended models list was from AMIP members.

...

This email shows that clients can switch to non-AMIP members, AMIP members only take up 20% of the market.

...

Q107: What is the market share of AMIP members in the market for fashion shows?

A: About 20% ...

Q108: What is the market share of AMIP members in the market for Advertorials and Editorials?

A: The market share of AMIP members in the market for Advertorials and Editorials is less than 20%. The biggest players in the Editorials market are Mannequin, Ave and Upfront. To my knowledge, [✂]. Looque is primarily a commercial and event agency.

178. Interview of Mannequin's personnel²²⁸ - Sera Fong said that one of the AMIP's objectives was to charge higher rates, and Mannequin shared the same objective²²⁹. The following is an extract of the interview:

²²⁵ See Answer to Question 8 of Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 15 July 2009.

²²⁶ See Answers to Questions 87 to 89 of Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 13 August 2009.

²²⁷ See Answers to Questions 24 and 107 to 108 of Calvin Cheng Ern Lee's Notes of Information / Explanation provided on 13 August 2009.

²²⁸ See Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

Q10: Please refer to the document marked SF-I-002. This is an email dated 26 February 2005 titled "AMIP Updates - Important" which was sent by AMIP secretary to AMIP members, including you. There is a statement "*Talking about trust, I sincerely hope that all members will abide by the recommended rates once we have finalised them. We all have the same objective and a common goal – to command higher model rates. This is the reason why this association was started.*" in paragraph 4 of the document. Do you agree that one of AMIP's objectives is to raise prices, and Mannequin shared the same objective?

A: Yes, it is one of AMIP's objectives. Yes, Mannequin also shares the same objective as Mannequin already had the intention of charging the rates which AMIP recommended in the guidelines for fashion shows which is \$400 for fashion shows and had in fact started charging these rates to some clients those rates... AMIP asked me for a recommendation of rates and what I was charging my clients and I gave them my charges...

179. Sera Fong said that AMIP members had asked Mannequin to recommend minimum rates, and that all AMIP members had proposed minimum rates and used the minimum rates, and that some clients were still happy paying those rates²³⁰. The following is an extract of the interview:

Q40: What is your level of involvement in AMIP rate discussion activities? Did you propose minimum rates that will be used by AMIP members?

A: **Everyone including Mannequin proposed minimum rates and they were used by AMIP members. Everyone had a suggestion on rates and everyone proposed rates... These are very minimum rates that we suggested for the many number of hours of work that models put in...** Everyone, all the AMIP members, agreed to propose the new rates to SPH but SPH must have agreed otherwise they will not pay the new rates. SPH is still very happy paying the rates today. If not, they will write to us. For example, in the year [X], SPH wrote to Mannequin to ask for a reduction in rates. I was not very involved in AMIP meetings. I think I only attended 2 meetings. I think my partner Yvonne had attended 1 or 2 AMIP meetings.
[emphasis added].

180. Sera Fong said that AMIP members, including Mannequin, discussed and agreed to follow the AMIP's rates, and that Mannequin was still using the

²²⁹ See Answer to Question 10 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

²³⁰ See Answers to Questions 5 to 6, 40 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

AMIP's rates for advertorials and editorials in 2009²³¹. The following is an extract of the interview:

Q11: You are shown the AMIP recommended rate guidelines on Advertorials, effective 15 July 2005, printed from the AMIP website marked as SF-I-003. These AMIP recommended rate guidelines were removed from the AMIP website on 17 July 2009. Have you seen these guidelines before?

A: Yes, I have seen them.

Q12: Do the AMIP recommended rate guidelines on Advertorials refer to rates for provision of adult models or talents or child models?

A: I believe that the rate is for adult models.

Q13: When was this rate discussed and who led the discussions on this topic? Who prepared the recommended rates and who agreed to follow these rates and how were these rates used in business dealings after 15 July 2005?

A: It was done in a very casual informal manner. The discussion should be before middle of 2005, everyone participated in the discussion, there was Vivian (Phantom) and Calvin (Looque) talking. I think Bhak, AMIP secretary prepared the rates. I don't quite remember but I believe that everyone, Calvin (Looque), Vivian (Phantom), Rowena (Diva), myself (Mannequin), Christine (Bees Work), Chuan Do (Ave), Colin (Linsan/Electra) agreed to follow the rates. As to how the recommended rates were used in business dealings after 15 July 2005, after 1 January 2006, we talked to Mannequin clients and we could have sent letters Mannequin clients that the rates would be increased to \$600 and \$1,200.

Q14: So you are still using the recommended rates in the AMIP guidelines for Advertorials, \$600 and \$1200?

A: Yes.

...

Q17: When was this rate discussed and who had led the discussions on this topic? Who prepared the recommended rates and who agreed to follow these rates and how were these rates used in business dealings after the effective date?

A: It is the same answer as the question on Advertorials in Question 13. The same people were involved in the Editorials discussions... We are still using the AMIP rates today. We have to. Magazines want to pay everyone the same, because the job scope is the same...

²³¹ See Answers to Questions 11 to 17 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

181. Sera Fong said that AMIP members, including Mannequin, also discussed and agreed to follow the AMIP's fashion show rates. However, Mannequin did not charge \$400 but used the rates as a minimum rate to charge²³². The following is an extract of the interview:

Q20: When was this rate discussed and who had led the discussions on this topic? Who prepared the recommended rates and who agreed to follow these rates and how were these rates used in business dealings after 1 May 2005?

A: My answer is the same as your question on Advertorials and Editorials. The same people discussed and agreed to recommend a basic rate of \$400. For shows, we did not follow the guidelines... If we really wanted to fix rates, we would not have fixed it at a low \$400 per fashion show; \$400 is a just a minimum price. \$400 per show is not an unreasonable rate for 10 hours of work...

182. Sera Fong said that Mannequin was involved in AMIP members' discussion on other rates, that members had approved the May 2005 rates sheet, and there was a common understanding between AMIP members' that the rates were minimum rates to quote but Mannequin did not intend to follow the rates²³³.
183. Sera Fong explained why Mannequin had gone along with AMIP members to approve the publisher rates sheet in September 2005²³⁴. The following is an extract of the interview:

Q32: I refer you to a document marked SF-I-010. This document is an email dated 12 September 2005, 3.54 p.m. from the AMIP secretary Bhak Yap to AMIP members, asking for AMIP members' approval by 14 September 2005. The email also contains an email reply from you saying "Approved.", and Christopher Sean Lee of Catworkz International email reply showing that he had seen the attachment. Why did you reply to say "approved"? Did the AMIP members use the rate from 14 September 2005?

A: Because I checked the magazine rate for \$200 and \$400 and I approved it. Things that did not apply to me, I did not bother to check. They wanted 75% approval and it would have been rude not to reply. I believe that Mannequin started charging the clients the new rates from May, June 2005.

²³² See Answers to Questions 18 to 20 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

²³³ See Answers to Questions 21 to 25 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

²³⁴ See Answers to Questions 31 to 32 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

184. Sera Fong said that the AMIP's rates were slightly higher than Mannequin's previous rates²³⁵.

185. Interview of Phantom's personnel²³⁶ – Vivian Lim gave examples of Phantom's rates that were similar to the agreed AMIP rates²³⁷. The following is an extract of the interview:

Q10. What are your rates for advertorials?

A: We charge [X] for half a day and [X] for a day... ..

Q14. What are your rates for editorials?

A: We charge [X] for half day and [X] for full day.

...

Q21. What do you charge for clients who are not regular?

A: If it's for a client who needs one model for a single event, I would charge [X] per model per show.

186. Vivian Lim explained how AMIP members compiled the other rates that were not made known to the public, and how such rates served as a guide for Phantom so that she would know what to charge²³⁸. The following is an extract of the interview:

Q43. (Vivian Lim is shown Exhibit VL-011, AMIP rates for department stores and shopping malls.) Please let us know what VL-011 refers to.

A: These refer to existing rates. For instance, for rates for child models, Impact would give us these figures because they work very well with children. We would ask them to consolidate these figures for us. Exhibition rates are usually obtained from Quest and Electra. Product Launch rates are also usually obtained from Quest and Electra because they are the agencies who do a lot of these things. I would usually use this as a guide because my rates are quite different. AMIP would compile and ask members for input. When I bring in my foreign models, we would have to tell the mother agencies what the average rates are otherwise they wouldn't send their people here.

Q44. What is the purpose of this compilation of rates?

²³⁵ See Answers to Questions 34 to 35 of Fong Lai Yee's Notes of Information / Explanation provided on 4 August 2009.

²³⁶ See Vivian Lim Mui Keow's Notes of Information / Explanation provided on 16 July 2009 and 22 July 2009.

²³⁷ See Answers to Questions 10, 14, and 21 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 16 July 2009.

²³⁸ See Answers to Questions 43 to 44 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 16 July 2009.

A: For us, it's like a guide to ourselves. This is what my competitors in AMIP are charging. It depends on how I want to play it. For instance, I know that for product launches, I know that I can charge an average of [X].

187. Vivian Lim said that AMIP members had discussed rates such as budget guidelines in 2006²³⁹. The following is an extract of the interview:

Q78: There was a discussion on budget guidelines?

A: Yes.

Q79: What was the reason for having budget guidelines?

A: It is to see how low members can go. In the downturn, everyone is affected. In beginning of 2006, the market was very quiet. Clients will call different agencies and tell us their budget and ask if we can do the job. For example, the rate for per media per country is \$500 but the client only has budget of S\$2000. We have to use common sense to see if it is logical to do all media for \$2000. It does not make sense for me to do it.

Q80: Was there a figure that all of you agreed on?

A: This was an averaged figure.

Q81: In beginning of 2006, you came together to discuss budget guidelines to help clients?

A: We did this to help the industry.

188. Vivian Lim said that AMIP members had discussed media loading rates in 2006²⁴⁰. The following is an extract of the interview:

Q84: Were loading rates discussed at standard AMIP meetings?

A: Yes.

...

Q87: Mui took inputs of everyone and compiled this media loading list and this media loading list was circulated to all AMIP members?

A: Yes.

Q88: Did you contribute any of these loading rates or any other rates for Mui's compilation?

A: She asked me what my rates are. I told her [X] per media across the board. For Phantom, we charge [X] for loading used for Billboards.

...

²³⁹ See Answers to Questions 78 to 81 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 22 July 2009.

²⁴⁰ See Answers to Questions 83 to 90 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 22 July 2009.

Q90: Everyone agreed that this would be the guideline to refer to between AMIP agencies?

A: I think so, should be.

189. Vivian Lim said that AMIP members had discussed rates in 2009²⁴¹. The following is an extract of the interview:

Q27. Do you discuss how to charge for the new media?

A: We do discuss because most advertisers will ask us how we are going to charge. We, AMIP members, will have to sit down and discuss how to charge. The query on the compensation is often raised by the client. We'll then have a discussion to identify what does the terms means & also the compensation that's reasonable.

Q28. For example, when was your last discussion on new media?

A. It was over Chinese New Year 2009 and we were discussing the intranet.

...

Q30: What do you discuss about in relation to new media?

A: We try to understand what it is and how much exposure it entails. Depending on how much exposure it entails, we will adjust our rates accordingly.

Q31. Can you give us some example of how you would charge for new media?

A: Rates for new media would be approximately [⌘] for the usage of the new media for one year. This may be an additional charge depending on the budget proposed by the client.

Q32. After the discussion on the definition on new media, is there a discussion on the compensation to be received?

A: Yes, we do discuss how much compensation we wish to have. This could be a range from [⌘]. The rates we charge will depend on how much we want to charge individually. The others are free to charge more.

190. Vivian Lim said that AMIP members had a good working rapport, and would help each other or call each other to ask to borrow models²⁴².

²⁴¹ See Answers to Questions 27 to 32 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 16 July 2009.

²⁴² See Answer to Question 105 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 22 July 2009.

191. Vivian Lim said that Phantom staff had been in contact with other AMIP members to verify and exchange information about the low rates quoted by clients from 2005 to early 2007²⁴³.
192. Interview of Quest's personnel²⁴⁴ – Bhak Yap said that one of the objectives of AMIP was to raise modelling rates. Calvin Cheng had informed AMIP members about the Competition Act coming into force and that they should not be price fixing, but should use words like “recommended rates” and “guidelines”²⁴⁵.

Q24: With reference to paragraph two: “*There is no doubt that rates in Singapore are too low and we should recommend higher rates...*” Does this mean that one of the main objectives of AMIP was to raise the rates of modeling?

A: Yes that is one of the objectives but not the main objective. The other objectives were to help the models and modeling agencies and also to help Singapore as a whole as a fashion hub. There are guidelines that AMIP members are not to charge a model a fee for joining its agency.

Q25: With reference to paragraph five, where Calvin Cheng warns about the Competition Act coming into force and that the AMIP should not fall prey to any accusation that it is price fixing. Can you elaborate on what else was discussed between Calvin Cheng and AMIP members about the Competition Act.

A: I cannot recall. But like what I told you earlier on, he knew about legal issues and keeps himself abreast about all these things. I remember Calvin saying that he had made his check and that the words “recommended rates” and “guidelines” are fine to use (*sic*) and will not be construed as price fixing.

193. Bhak Yap explained that AMIP members made decisions by consensus. The AMIP meetings focused on rates, and the decision to increase rates were led by Calvin Cheng²⁴⁶.

Q13: How were decisions made in AMIP?

A: **Basically, more on a consensus basis. For example, if we all agree then we will go ahead with it for example price guideline. But if we can't then we won't follow.** The whole idea was not only about rates

²⁴³ See Answers to Questions 154 to 162 of Vivian Lim Mui Keow's Notes of Information / Explanation provided on 22 July 2009.

²⁴⁴ See Yap Huey Ching Bhaktananda's Notes of Information Explanation provided on 5 Aug 2009.

²⁴⁵ See Answers to Questions 23 to 25 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

²⁴⁶ See Answer to Question 13 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

but also protecting the model's rights. However, Calvin started talking about rates on Fashion Shows from the beginning. **I did not feel right about just talking about rates alone and wanting to increase the rates as Calvin wanted to set the rates for Fashion Shows as of Jan 2005.** Being the person who spearheaded AMIP I told them it was not a good idea to start meetings just talking about rates especially since it would be unfair to existing contracts with clients and an increase in rates would be unfair and clients would not be happy since they have budgeted and the more people would not want to work with the member agencies. **However, Calvin was adamant about increasing the rate for fashion shows and editorials.** I felt that AMIP should give clients and industry players a chance to voice out about the increase in rates and how they felt about it. Most industry players were unhappy with the rates increase but were alright with the idea of having an association.
[emphasis added].

194. Bhak Yap said AMIP members agreed to increased rates because the then existing rates were too low for them²⁴⁷. The following is an extract of the interview.

Q39: You are shown "Model's Rate" dated 24 Feb 05 marked as BY-I-007, do you recognize this document?

A: Yes, I know this one. The AMIP logo should not be there. Each agency is supposed to use their own letterheads in place of the AMIP logo you see in this document. The AMIP logo is a sample just to tell member agencies where to put their own logos.

...

Q40: **Why was there a need for rate adjustments?**

A: **Because some of the rates are really too low.** For example, loading fees for cinema is \$800 which is too low and TV mobile \$800 is also low. And for prints like MRT panel and Bus panel are also considered very low. So for cinema and TV mobile I would charge at least [X] for my agency same for bus panels and MRT panels. AMIP left it to the members to charge higher than the listed price. However, if clients wanted lower rates than listed then there was no choice but to suit their budget if it was reasonable. ...

[emphasis added].

195. Bhak Yap said that AMIP members agreed to follow the AMIP rates²⁴⁸. The following is an extract of the interview:

²⁴⁷ See Answers to Questions 39 to 40 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

²⁴⁸ See Answers to Questions 51 to 54 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

Q51: You are shown the “Rate Sheets for Talents (Private and Confidential)” dated 5 May 2005 marked as BY-I-010. Do you recognize this document?

A: Yes, I do recognize this document as I use it as a template and also used for reference.

Q52: You are shown the “Final Revised Talent and Child Models Recommended Rate” dated 4 May 2005 marked as BY-I-011. Do you recognize this document?

A: Yes, I do recognize this document.

...

Q54: Did AMIP members agree to follow the rates listed in the above two documents?

A: We all agreed to try but it is difficult and for reference only and AMIP did not expect any member agencies to follow this.

196. Bhak Yap said that AMIP members did not follow the agreed rates, and that Quest did not follow the agreed rates²⁴⁹. The following is an extract of the interview:

Q47: You are shown the following documents marked BY-I-009: Advertorials, Editorials and Fashion Shows. These AMIP recommended rate guidelines were removed from the website on 17 July 2009. Do you recognize the documents?

A: Yes, I do recognize the documents as I am also the webmaster. ...

Q48: How were the above recommended rate guidelines arrived at?

A: **AMIP members discussed the rates. Members discussed a reasonable rate for fashion shows, advertorials and editorials and then members came to a consensus by vote on the reasonable recommended rates.** Discussions took place in late 2004 over emails and face to face discussions during meetings. Discussions also took place on when to start these new rates.

Q49: Did AMIP members follow the rates?

A: No, they did not to the best of my knowledge follow the rates. Many of them said that it was difficult because the clients especially the regular ones would dictate the rates.

Q50: Did Quest follow the rates?

²⁴⁹ See Answers to Questions 47 to 50 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

A: Quest did not follow the rates. Sometimes, Quest had to do it for [X].

[emphasis added].

197. Bhak Yap explained that the other rates were not publicised because AMIP members did not want non-members to see their rates²⁵⁰. The following is an extract of the interview:

Q55: Why is it that only the Advertorials, Editorials and Fashion Shows rates are reflected on the AMIP website and not the rest of the rates as found in “Rate Sheets for Talents (Private and Confidential) dated 5 May 2005?”

A: **AMIP members did not want non-members to see our rates** (BY-I-010 and BY-I-011) and on top of that it was difficult to implement rates for TV commercials and print ads as clients have different requests whereas fashion shows, editorials and advertorials are quite standard and in a way easier to come up with a recommended rate. There was too much information to put on-line.

198. Bhak Yap said that AMIP members discussed the publisher rates sheets²⁵¹. The following is an extract of the interview:

Q70: You are shown “Recommended Rates Sheet for Publishers of Magazines” dated 8 Sep 05 marked as BY-I-014. Do you recognize this document?

A: Yes, I recognize the document. I was only doing my job as a secretary to disseminate the information to everyone because I do not have any child models and Quest [X]. This document was compiled by Rowena and Mui.

Q71: With reference to paragraph one, What does it mean: “...attached is a copy of the recommended rate sheet for local publishers of magazines for your reference.”

A: There was a discussion over rates and then members would decide on who can help to compile the rates. Usually, it would be the agencies with the relevant jobs who would do the compilation. In this case it was Rowena and Mui.

199. Bhak Yap said he could not remember the discussions on budget rates to AMIP members in 2006²⁵².

²⁵⁰ See Answer to Question 55 of Yap Huey Ching Bhaktananda’s Notes of Information / Explanation provided on 5 Aug 2009.

²⁵¹ See Answer to Questions 70 - 71 of Yap Huey Ching Bhaktananda’s Notes of Information / Explanation provided on 5 Aug 2009.

200. Bhak Yap said that the industry had accepted the AMIP's revised rates at least for fashion and editorial rates²⁵³. The following is an extract of the interview:

Q77: You are shown "AMIP Updates" dated 23 Oct 06 marked as BY-I-017. Do you recognize this document?

A: Yes, I do recognize this document.

Q78: With reference to the first paragraph, "...we believe that the industry is quite comfortable with our revised rates now...", what does this mean?

A: This would apply more to the fashion show and editorial rates only. This is based on the feedback received by AMIP agencies from their clients...

201. Bhak Yap said that in 2007, AMIP members discussed rates on new media.²⁵⁴

Q81: You are shown "New Media – MBO (Media Box Office)" dated 11 Apr 07 marked as BY-I-019. Do you recognize this document?

A: Yes, I know this. There was no discussion and I sent out an email on my own accord to inform the rest about whether they know about this media box.

Q82: What is New Media?

A: This is another form of advertisement that I found out and was not included in our rate sheets. SPH came out with this idea and so if SPH is charging its customers to advertise in this new media, I felt that we too should be charging a loading fee. I just wanted to hear feedback and suggestions from members to see who could give some ideas.

Q83: How did AMIP members agree on a rate of \$3,000 to \$3,500 to charge for New Media?

A: This was suggested by Ave. No one actually adopted this rate. Mui later said that this rate was too high. No one came to a conclusion on a fair rate. Mui later suggested not lower than \$1,500 for 12 months but no confirmation if anyone adopted the rates. These were just discussions asking for feedback and suggestions.

²⁵² See Answers to Questions 73 to 76 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

²⁵³ See Answers to Questions 77 to 78 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

²⁵⁴ See Answers to Questions 81 to 83 of Yap Huey Ching Bhaktananda's Notes of Information / Explanation provided on 5 Aug 2009.

B. CCS' Analysis of the Facts and Evidence

(i) Single Continuous Agreement and/or Concerted Practice

202. As discussed above in paragraphs 27 and 28, it is established law that it is not necessary, for the purposes of finding an infringement, to characterise conduct as exclusively an agreement or a concerted practice²⁵⁵. A concerted practice would be found to exist if parties, even if they did not enter into an agreement, knowingly substituted the risks of competition with co-operation between them. As noted by the ECJ in *Hüls AG v Commission* (and which was earlier noted in paragraph 25), subject to proof to the contrary, which the parties to a concerted practice must adduce, the presumption must be that by taking part in the concerted practice they took into account the information exchanged between themselves for the purposes of determining their conduct with their clients. The presumption is stronger in this case where the Parties have acted in such a manner together over a number of years. CCS considers that the evidence set out above makes out the elements of an agreement or a concerted practice, to fix the prices of modelling services between the Parties.
203. The evidence as set out above indicates that discussion on raising modelling services rates started, among the Parties, at least from 2004.
204. This common objective among the Parties to raise model rates together was formed from at least 17 December 2004²⁵⁶, and that the agreement on the rates to charge would come into effect from 1 January 2005. This common objective was further realised when the AMIP was formally set up on 3 February 2005. Ave, an AMIP member, said that AMIP was set up to “standardise rates, prevent price undercutting”²⁵⁷. Christine Ty of Bees Work said that “...we set up AMIP to allow the competitors to agree on and stabilize prices so that the models are unable to choose between different agencies...”²⁵⁸. Soon after the AMIP was set up, Bhak Yap, then secretary for the AMIP, reminded members, in an e-mail dated 26 February 2005, that their common objective and goal, and that the purpose of starting

²⁵⁵ *SA Hercules Chemicals v Commission Case T-7/89* [1991] ECR II-711, *JJB Sports plc and Allsports Limited v Office of Fair Trading* [2004] CAT 17. Principle applied in CCS' *Express Bus Operators' case* [2009] SGCCS 2.

²⁵⁶ paragraph 62, containing Bhak Yap's e-mail to the Parties

²⁵⁷ Paragraph 112 (interview of Ave's personnel Chuan Do), see also paragraphs 124 (interview of Bees Work's personnel Christine Ty) and paragraph 132 (interview of Diva's personnel Rowena Foo).

²⁵⁸ Answer to Question 7 of Ty Gaik Neo @ Christine's Notes of Information/Explanation provided on 22 July 2009, extract at paragraph 124.

AMIP was to “command higher model rates”.²⁵⁹ At the same time, CCS finds that the evidence shows that the intent among the Parties was to collectively raise the rates gradually over time, instead of an immediate drastic increase, so as not to attract too much attention or complaints. For instance, in a letter to the AMIP members (which included the Parties), Calvin Cheng, then AMIP President, cautioned : “*I am concerned that we will meet a backlash from the industry if we recommend higher rates too drastically ... Not only this, the Competition Act having come into existence ... we do not want to fall prey to any accusation that we are price-fixing. The more agitation we create among our clients, the more likely they may band together to lodge a complaint against us*”.²⁶⁰ The documentary evidence shows that the rates for most, if not all, types of modelling services was agreed upon from 2005 to 17 July 2009²⁶¹.

205. The evidence of this common objective by the Parties to collectively raise model rates is contained in the minutes of meetings and e-mails sent by Bhak Yap, who was then the secretary of AMIP. As AMIP secretary, Bhak Yap’s responsibilities included minute-taking, circulation of minutes and keeping AMIP members updated on AMIP matters²⁶². Parties also circulated and compiled rates sheets and contacted each other with the aim of removing in advance any uncertainty as to the future conduct of each other, and to prevent undercutting. For instance, Christine Ty of Beeswork said that “each of us will discuss our own costs and then decide on the price that is comfortable for everyone”²⁶³, and, in another instance Diva’s representative prepared rate sheets for publishers and magazines and circulated these rates.²⁶⁴ At the very least, such actions constitute concerted practice by the Parties as it substitutes the risks of competition among the Parties²⁶⁵.
206. CCS notes that the meetings, correspondences and contacts between the Parties, from 2004 to at least 17 July 2009, continued to further the overall plan to agree upon rates for most, if not all, types of modelling services. The infringing conduct started with an agreement to hold rates firm, the Parties then agreed to adhere to a minimum fee or rate schedule, and to eliminate or reduce discounts, and there was also a later agreement to

²⁵⁹ paragraph 71, extract of e-mail.

²⁶⁰ See paragraph 67

²⁶¹ See Annex E, containing e-mail of 5 May 2005 – internal e-mail and rates sheets for the Parties.

²⁶² See Answer to Question 10 of Bhak Yap’s Notes of Information/Explanation provided on 5 August 2009.

²⁶³ See paragraph 121

²⁶⁴ See paragraph 138

²⁶⁵ See paragraphs 23 - 27, including *Suiker Unie and others v Commission* 96 Joined cases 40 to 48, 50, 54 to 56, 111, 113 and 114/73 [1975] ECR-I 11663, [1975] 1 CMLR 295.

adhere to price discounts in specific circumstances. CCS notes that the frequency of the meetings were reduced in the later years, although there is evidence that Parties continued to follow the agreed-upon rates while investigations were ongoing²⁶⁶ and until at least 17 July 2009 when the public AMIP rates were taken down from the AMIP website. CCS infers that as the Parties had already agreed upon the rates for most (if not all) of the modeling services, there was less necessity to meet in the later periods.

207. CCS considers that it would not be reflective to split up such continuous conduct, characterised by a single purpose, and treating it as several separate infringements for different types of anti-competitive agreements, when what was involved was, in reality, a single infringement which manifested itself in a series of anti-competitive activities throughout the period of operation of the cartel. The agreement may well be varied from time to time, or its mechanisms adapted or strengthened to take account of new developments²⁶⁷.
208. CCS notes that the Parties were afforded the opportunity to register any objections to the minutes of meeting or adoption of the proposed minimum rates sheets in the AMIP e-mails. There were instances of amendments on the agreed price to charge, but there were no objections to the adoption of minimum rates²⁶⁸. CCS further notes that some of the Parties have said that the documents prepared by Bhak Yap were accurate reflections of what transpired during the meetings²⁶⁹, and that while other Parties asserted that his minutes and e-mails were inaccurate, it was also acknowledged that they did not register any objection to the minutes even though they were given the opportunity to do so.
209. In any event, as discussed above in paragraphs 30 and 32, it is established law in the EC²⁷⁰ that internal conflicts, different roles or rivalries or cheating between cartel members or the absence of cartel members at some meetings, will not prevent a finding that there was a single common and

²⁶⁶ See paragraph 165 (Answer to Q87 of Chris Swee Kian Kok's Notes of Information/Explanation provided on 13 August 2009), and paragraph 151 (Mui Chen of Impact said that no one said that they were not following the understanding on the use of the AMIP's rates.)

²⁶⁷ Case IV 31.149 *Polypropylene*, Case C-49/92P, *Commission of the European Communities v Anic Participazioni* [1999] ECR I-4215

²⁶⁸ For instance see Bhak Yap's e-mail of 5 May 2005 "we would appreciate if you could kindly go through them and let us know within the next 3 days if there are any other amendments to be made or additional information to input.", and paragraph 139 (interview of Diva's personnel Rowena Foo : "if anyone had any objections, they would inform Bhak who would then send out the amendments"), and paragraph 112 (interview of Ave's personnel Chuan Do).

²⁶⁹ Paragraph 125.

²⁷⁰ See Case IV 31.149 *Polypropylene*, Case COMP/E-2 *Choline Chloride*, Case T-7/89 *Hercules Chemicals v Commission* [1991] ECR II-01711

continuing objective. Therefore, the fact that some of the Parties did not charge the agreed-upon rates does not prevent CCS from making an infringement finding.

210. The evidence shows that the infringing anti-competitive conduct of the Parties was one of price-fixing and not of price recommendations, contrary to the assertions by some of the Parties. Price-fixing can involve either fixing the price itself or the components of a price such as a discount or the setting of a minimum price. In the *Express Bus Operators case*²⁷¹, the CCS found that both the agreements to fix a minimum price (the minimum selling price) and a component of price (fuel and insurance surcharge), constituted price-fixing. CCS' finding of liability was upheld on appeal by CAB. By most accounts, the underlying motivation of forming the AMIP was to agree upon rates to be charged for modelling services. In their interviews with the CCS, personnel of a number of the Parties admitted that they were, in actual fact, implementing price-fixing. The agreed-upon rates were compiled by, and circulated among, the Parties, and a set of comprehensive agreed-upon rates sheets were kept secret from non-parties to the agreement²⁷². Such conduct serves to eliminate any uncertainty on their competitors' pricing, and stem undercutting. There was clear implementation, and discussion on enforcement, and some initial degree of enforcement, of the agreement²⁷³. If the rates were price recommendations, as claimed by some of the Parties, then there is no need to keep an internal confidential rates sheet, nor will would there be any compulsion to have implementation and enforcement. CCS also notes that all Parties were AMIP members at some time or other, and all participated in the agreement on the rates, which CCS finds is essentially price-fixing behaviour.
211. CCS also considers that the further actions initiated by Calvin Cheng, and implemented by the Parties, particularly after the Competition Act came into force, were attempts to mask the fact that the infringing conduct was, in reality, one of price-fixing²⁷⁴. They were reminded not to make quotes to clients using the AMIP rates documents, but to 'individualise' their quotations using their own letterheads and other edits to avoid accusations of price fixing.²⁷⁵

²⁷¹ [2009] SGCCS 2, at [178].

²⁷² see paragraphs 186 (interview of Phantom's personnel Vivian Lim), and 197 (interview of Quest's personnel and former AMIP secretary Bhak Yap)

²⁷³ Paragraph 142 (interview of Diva's personnel Rowena Foo), paragraphs 157 & 158 (interview of Linsan's personnel Colin Ho) and paragraph 115 (interview of Ave's personnel Chuan Do).

²⁷⁴ Paragraph 164 (interview of Looque's personnel Chris Swee), 96 (Bhak Yap's e-mail of 12 May 2005 to AMIP members), 72 (Calvin Cheng's letter of 28 Feb 2005).

²⁷⁵ Paragraph 72.

212. Even if there was a misunderstanding by any one or all of the Parties, of the provisions of the Competition Act, ignorance of the law is no defence. CCS has stated in the *Express Bus Operators' case*²⁷⁶ :

“...ignorance or a mistake of law is no bar to a finding of intentional infringement under the Act. CCS is likely to find that an infringement of the section 34 prohibition has been committed negligently where an undertaking ought to have known that its agreement or conduct would result in a restriction or distortion of competition.”

On appeal in *Konsortium Express & Ors v. CCS, Appeals No 1 and 2 of 2009*, the CAB agreed with CCS and held that the infringing parties must have been aware, or could not have been unaware, or at the very least ought to have known, that their agreements would have the object of restricting competition²⁷⁷. In the circumstances, from the manner in which the Parties colluded on the exchange and compilation of rates sheets, the secretive nature in which they did so, the initial enforcement actions on the rates, the Parties must have known or ought to have known that their actions was to prevent competition among one another by collectively raising rates and prevent undercutting.

213. The documentary evidence – e-mails, letters, correspondences – shows that the Parties attended AMIP meetings and, even if they did not, were kept abreast of the discussions at the meetings, and through the circulation of emails and meeting minutes amongst themselves. Apart from the documentary evidence, the respective Parties also provided evidence in their interviews of their complicity in the anti-competitive conducts. The following paragraphs highlight some of these evidence:

- a. In his interview with CCS, Chuan Do of Ave admitted that the AMIP was set up to standardise rates and prevent price undercutting, that he shared the common goal to raise model rates, and that Ave followed the AMIP rates because the Parties had agreed at AMIP meetings to follow the rates²⁷⁸.

²⁷⁶ [2009] SGCCS 2, at [44].

²⁷⁷ *In the matter of Case No. CCS 500/003/08: Notice of Infringement Decision issued by the Competition Commission of Singapore, Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 between Konsortium Express and Tours Pte Ltd, Five Stars Tours Pte Ltd, GR Travel Pte Ltd, Gunung Travel Pte Ltd v The Competition Commission of Singapore – Decision, 28 February 2011* at paragraph 143 of the decision.

²⁷⁸ Paragraphs 112 and 115

- b. Similarly Christine Ty of Bees Work said that Bees Work followed the AMIP rates because they had agreed to do so at AMIP meetings²⁷⁹. Christine Ty said that Bees Work used the AMIP rates to charge clients²⁸⁰.
- c. Chris Lee of Catworkz said that he received e-mails on AMIP rates but that he did not follow the rates or otherwise did not remember much of the discussions of the AMIP. He also said that he did not know about the rates on the AMIP website. CCS notes that the mere fact that a party may have played only a limited part in setting up the agreement, or may not be fully committed to its implementation, or participated only under pressure from the other parties does not mean that it is not party to the agreement²⁸¹. This principle was applied by CCS in the *Pest Control Case*, where one of the infringing parties claimed that it had never intended to abide by the agreement/concerted practice and that it gave the other parties the impression that it was participating in the agreement/concerted practice so that it could use the information on the tender it received from the other pest-control operators to gain a competitive advantage over the others. In rejecting the party's argument, CCS found:

“.....that an agreement would still be caught under the section 34 prohibition even if it was not the intention of an undertaking so agreeing to implement or adhere to the terms of the agreement.”

It is also established case law that participation in meetings at which anti-competitive agreements were concluded, without manifest opposition or publicly distancing from what was discussed, is sufficient to find liability – see *Aalborg Portland AS v Commission*²⁸², which cites *Hüls AG v. Commission*²⁸³ and *Commission v Anic*²⁸⁴. The reason underlying that principle of law is that, having participated in the meeting without publicly distancing itself from what was discussed, the undertaking has given the other participants to believe that it subscribed to what was decided there and would comply with it. In the same vein, the fact that an undertaking does not act on the outcome of a meeting having an

²⁷⁹ Paragraph 123

²⁸⁰ Paragraphs 118 and 126.

²⁸¹ Paragraph 2.11 of CCS Guidelines on the Section 34 Prohibition.

²⁸² Joined Cases C-204/00 P, C-205/00 P, C-211/00 P, C-213/00 P, C-217/00 P and C-219/00

²⁸³ Case C-199/92 [1999] ECR I-4287, paragraph 155

²⁸⁴ Case C-49/92P, [1999] ECR I-4125, paragraph 96.

anti-competitive purpose does not relieve it of responsibility for the fact of its participation in a cartel, unless it has publicly distanced itself from what was agreed in the meeting. In *Sarrion SA v Commission*²⁸⁵, the CFI held that participation by an undertaking in meetings that have an anti-competitive object has the *de facto* effect of creating or strengthening a cartel and that the fact that an undertaking does not act on the outcome of those meetings is not such as to relieve it of responsibility for the fact of its participation in the cartel, unless it has publicly distanced itself from what was agreed in them. CCS notes that Catworkz did not manifestly object or distance itself from the anti-competitive conduct. In fact Catworkz was always included in the e-mail circulation and there is also evidence that Chris Lee had e-mail correspondence on the rates sheets attachments to one of Bhak Yap's e-mails.²⁸⁶

- d. Rowena Foo of Diva said that AMIP was a “platform to come to a consensus on the prices to charge in order to help the industry”. She said that most of the Parties were usually present at AMIP meetings in 2005, and shared their practices. Rowena Foo “did up [her] own chart for publishers and magazines rates and circulated it amongst the members²⁸⁷. She also said that Diva adjusted its fees to follow the AMIP's rates and that Diva was still following some of the AMIP rates in 2009²⁸⁸.
- e. Wan Ying of Electra said that Electra used the AMIP's rates as a “guideline” to charge clients and she noted that all AMIP members wanted to charge more, to “reach a higher rate that all can charge”.²⁸⁹
- f. Mui Chen of Impact said that one of AMIP members' objectives was to raise model rates, and that Impact shared such a goal. Mui Chen described how the Parties went about agreeing on various rates – the mode was usually to share rates or for one of the Parties to do up the rates sheets, and then obtain agreement from all. Impact was asked to do up the rates, and as Impact's rates were the “most detailed”, the others took her rates for child and talent.²⁹⁰ Mui Chen said that Impact used the AMIP rates, and that none of the AMIP

²⁸⁵ C-291/98P [2000] ECR I-9991

²⁸⁶ See paragraph 131, and exhibit BY-041

²⁸⁷ See paragraph 133.

²⁸⁸ See paragraphs 143

²⁸⁹ See paragraph 144

²⁹⁰ See paragraph 148

members said that they were no longer following the understanding on the use of AMIP's rates.²⁹¹

- g. Colin Ho of Linsan said that despite Linsan following the agreed-upon rates, Linsan was still being undercut, and that he had complained to AMIP members about the undercutting²⁹².
- h. Chris Swee and Calvin Cheng, both from Looque, were interviewed by CCS. Chris Swee said that AMIP members agreed to increase rates gradually²⁹³. His description of the process by which Parties came to an agreement over the rates is similar to that of Mui Chen of Impact²⁹⁴. Chris Swee said that Looque followed the agreed-upon rates at least until 17 July 2009, although there were occasional price differences.²⁹⁵ For Calvin Cheng, the agreement to follow AMIP's rates were for "transparency purposes". He denied that the Parties were price-fixing, and also could not recall if the Parties agreed to abide by the recommended rates. Nor could he recall dealing with the concerns of undercutting amongst AMIP members.²⁹⁶ However, CCS notes that the evidence shows that Calvin Cheng, as then president of the AMIP, played a central role in coordinating the actions of AMIP members. For instance, at the early stages of the infringing conduct, Calvin Cheng was "adamant" about raising rates, and he told the Parties that rates should be raised gradually so as not to attract attention or prompt complaints. When Parties started to implement the agreed-upon rates, Calvin Cheng acted upon complaints of undercutting by non-AMIP members and went to speak to a non-AMIP member about undercutting. He also instructed then AMIP secretary Bhak Yap to remind the Parties to use their own letterheads and tailor rates sheets to make it look like the Parties' own rates when they quoted to clients.
- i. Sera Fong of Mannequin said that Mannequin was asked to recommend minimum rates, and that "Everyone including Mannequin proposed minimum rates and they were used by AMIP members." Sera Fong said that all AMIP members, including Mannequin, discussed and agreed on rates, and that Mannequin followed the agreed-upon rates²⁹⁷.

²⁹¹ See paragraphs 151 & 152.

²⁹² See paragraph 157

²⁹³ Paragraph 163

²⁹⁴ Paragraph 167

²⁹⁵ Paragraph 165

²⁹⁶ Paragraph 174.

²⁹⁷ Paragraphs 179 – 181, 183.

- j. Vivian Lim of Phantom described how the various Parties shared information on the various rates, how these were then compiled and agreed upon²⁹⁸. Vivian Lim said that the Parties discussed rates as late as 2009 – in particular for “new media”.²⁹⁹
- k. Bhak Yap of Quest, in his own words, “spearheaded” the AMIP and, as the Secretary for the AMIP, he was actively coordinating the actions among the Parties, and marshalling of support for agreement, and adherence to, the agreement on rates.
214. Phantom, in its representations, concedes that there was agreement among AMIP members on the rates for editorials, advertorials and fashion shows but argued that there was no agreement, meeting of minds or consensus as regards the talent and child rates and loading fees. Phantom highlighted the Australian cases of *ACCC v Leahy Petroleum Pty Ltd* 141 FCR 183, *Apco Service Stations Pty Ltd v ACCC* 159 FCR 452, and *Trade Practices Commission v Email Ltd and Another* 43 F.L.R. 383, for the legal principles of an agreement for anti-competitive conduct under Australian law. Phantom further represented that the conduct and activity of the Parties over the child and talent rates were exchanges of historical price data, which did not constitute price-fixing.
215. CCS notes that the cartel provisions under Australian law are substantially different from the section 34 prohibition under the Act. In *Transtar Travel & Anor v. CCS, Appeal No. 3 of 2009*, the CAB similarly observed that the competition legislative regime in Australia is different³⁰⁰ from Singapore in choosing not to follow the *ACCC v Qantas Airways* [2008] FCA 1976 decision of the Australian Federal Tribunal.
216. It is also , CCS’ view that the Australian cases are distinguishable on the facts. In *Apco Service Station Pty Ltd v ACCC*, the court found, on the facts (which were largely circumstantial evidence), that there was no real expectation that one of the undertakings (who was not an initiator of the anti-competitive conduct) would follow the price increase, and that the managing director of that particular undertaking had made his decisions independently, based on commercial considerations, whether to increase prices. In *Trade Practices Commission v Email*, the court also found that

²⁹⁸ Paragraphs 186 –188

²⁹⁹ Paragraph 189

³⁰⁰ *In the matter of Notice of Infringement Decision issued by the Competition Commission of Singapore on Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 in Case No. CCS500/003/08 Between Transtar Travel Pte Ltd Regent Star Travel Pte Ltd And the Competition Commission of Singapore*, decision dated 28 February 2011, paragraph 96.

the circumstantial evidence relied on showed that Email had unilaterally circulated its price lists, and had no sense of obligation to Warburton Franks (the other undertaking which was alleged to be the other party to the anti-competitive conduct), or expectation that Warburton Franks would submit tender bids according to Email's price lists.

217. In CCS' view, the facts and circumstances in the Australian cases cited above are distinguishable from the current case in which there are both direct and circumstantial evidence that the Parties started with the common objective of fixing (raising) modelling rates and, throughout the duration of the infringement, did not deviate from that common objective³⁰¹. In this regard, Phantom did not dispute that there was agreement among AMIP members on the rates for editorials, advertorials and fashion shows.
218. As for Phantom's representation that there was no agreement and/or concerted practice for talent or child talents, CCS notes that Vivian Lim of Phantom had described how the various Parties shared information on the various rates, how these were then compiled and agreed upon³⁰². There was no evidence that Phantom or any of the other AMIP member indicated objection to these rates.
219. In an e-mail of 5 May 2005³⁰³, Bhak Yap had e-mailed the rates to AMIP members for their approval which included the rates for talents and child models. In that e-mail he asked that AMIP members go through the rates and let him know within the next three days if there are any other amendments to be made or additional information to input and added that "If we don't hear from any member by 7th May, we would deem the rates as approved."
220. In *Hüls AG v. Commission*³⁰⁴, the ECJ said that the concept of a concerted practice implies, besides the parties' concertation, a subsequent conduct on the market and a relationship of cause and effect between the parties. The ECJ held at ¶ 162:

162 However, **subject to proof to the contrary, which the economic operators concerned must adduce, the presumption must be**

³⁰¹ Paragraphs 203 - 213

³⁰² Paragraphs 186 -187

³⁰³ 5 May 2005 e-mail at 12:31am, "RATE SHEETS FOR TALENTS (Private and Confidential)", Exhibit BY-042, from AMIP to AMIP members, enclosing 5 attachments, "Dept Stores & Exhibition Rates Talents -AMIP.doc, Fashion Shows - AMIP.doc, Loading FeesTalemt's (sic) - AMIP.doc, Magazines Rates Talents - AMIP.doc, Advertisement Talents Rates - AMIP.doc." The e-mail and 5 attachments are appended in full at Annex E

³⁰⁴ Case C-199/92 [1999] ECR I-4287.

that the undertakings taking part in the concerted action and remaining active on the market take account of the information exchanged with their competitors for the purposes of determining their conduct on that market. That is all the more true where the undertakings concert together on a regular basis over a long period, as was the case here, according to the findings of the Court of First Instance.

[Emphasis added]

221. CCS is satisfied that by not objecting to the 5 May 2005 email of Bhak Yap – which actions would be taken as approval as stipulated by Bhak Yap – the Parties had agreed to the rates or were at the very least taking part in a concerted action with regard to rates, including those for talents and child models. CCS also rejects Phantom’s argument that the conduct was one of sharing historical rates because in 2009, the discussion of rates was in respect of the future rates for “new media”.³⁰⁵
222. Essentially, CCS finds that, from the evidence set out in Section III of this ID, Phantom was a party to the single continuous agreement and/or concerted practice to fix the rates for the entire range of modelling services (including child and talent rates, and loading fees), which agreement started before 1 Jan 2006 and did not end until at least 17 July 2009.

(ii) Role of the AMIP

223. In this case, unlike other trade associations where the Executive Committee members comprise a small proportion of the ordinary membership, the Executive Committee of the AMIP comprised most of the ordinary members with voting rights. Further, all AMIP members were involved in the decisions to directly and indirectly fix rates and terms and conditions, and were allowed to vote or object to the proposed AMIP actions. The agreed AMIP rates sheets were prepared by AMIP members working individually or in groups. The AMIP’s letters to clients were also prepared by the AMIP members.
224. Whether an association is a party to an agreement in its own right is a matter of fact. In the present case, it appears that the AMIP, in and of itself, separate from its individual members, did not play a significant role in the operation of the agreement by monitoring compliance with the agreement. The AMIP was essentially a “front” for its individual members (namely the Parties) to coordinate on, and collectively raise, rates for modelling services. Unlike the EBAA in the *Express Bus Operators*

³⁰⁵ Paragraph 189

*Case*³⁰⁶, CCS finds that the AMIP did not play a separate and significant role in facilitating and administering the agreement. Consequently, CCS does not find the AMIP to be a party to the infringing conduct.

225. Representations on Net Economic Benefit. In their joint written representations, Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest, argued that the infringing agreement conferred net economic benefits (“NEB”) within the meaning of paragraph 9 of the Third Schedule to the Act, and was thereby excluded from the section 34 prohibition. They submitted that the object of the agreement between the AMIP members was to “*uplift and upgrade the image and professionalism of the modelling industry*” by forming a collective voice to resolve concerns and problems related to the industry, for instance, to collectively counter clients and go after clients who were bad paymasters. It was submitted that the benchmarking of the modelling rates was only part of the AMIP’s efforts to improve modelling standards in Singapore and that by raising the modelling rates and price differentials, higher quality and professional models would be attracted to Singapore. In this respect, the price guidelines and differentials would contribute to the effective promotion of goods and services of Singapore companies through the use of modelling services provided by high quality and professional models. It was also submitted that some of the major customers of the industry also accepted the rates. Phantom similarly submitted, in its written representations, that the AMIP was established with the aim of professionalising the modelling industry and raising its standards, and consequently making Singapore an attractive destination to models and benefitting the economy as a whole.
226. CCS notes that the burden of proof in establishing that the NEB exclusion applies lies on the party who claims it³⁰⁷. CCS notes that Bees Work, Diva, Electra, Impact, Linsan, Looque, Quest, and Phantom, respectively, did not adduce specific evidence of (a) the claimed efficiencies, nor (b) how such these claimed efficiencies outweighed the anti-competitive effects of the infringing agreement. CCS is of the view that given that the AMIP and the agreement to fix modelling rates had existed since 2005, the Parties would have been able to adduce evidence (either quantitative or qualitative) of NEB. There was also no evidence adduced as to how these activities of the AMIP actually uplifted and upgraded the image and professionalism of the modelling industry during the period, and why fixing modelling rates was

³⁰⁶ CCS found that the EBAA, as a separate undertaking, engaged in activities which were separate and could not be attributed to its members. The acts carried out by the EBAA’s key employees amounted to invaluable support which contributed to the success and promotion of the price-fixing agreements between the parties to the agreement, see [2009] SGCCS 2 at [425].

³⁰⁷ Regulation 21, the *Competition Regulations 2007*

indispensable to the achievement of those efficiencies, such as uplifting and upgrading of the image and professionalism of the modelling industry as was submitted by the parties. CCS notes that the AMIP was largely disbanded after CCS commenced investigations³⁰⁸. In any event, if the AMIP's main goal was to upgrade and professionalise the industry (as opposed to functioning as a platform for members to coordinate rates), the AMIP could have continued to remain relevant and functioning without having to resort to anti-competitive conduct³⁰⁹.

(iii) Object/Effect of an Agreement/Concerted Practice

227. It is established law that the object of an agreement or concerted practice is not based on the subjective intention of the parties when entering into an agreement, but rather on the objective meaning and purpose of the agreement considered in the economic context in which it is to be applied. Once it is shown that the AMIP's members' agreement or concerted practice has as its object of preventing, restricting or distorting competition, it is unnecessary for CCS to show what the actual effect was.
228. Nevertheless CCS notes that there is evidence which supports the view that the recommendations had an effect on non-AMIP model agencies by causing them to charge fees that converge or cluster around the AMIP's members' agreed-upon prices. One model agency owner had even said that her agency was not a member because it could not fulfil some of the AMIP's guidelines, but would try to adhere to the AMIP's guidelines³¹⁰. Where there were complaints by one of the Parties that there was undercutting of the agreed-upon rates, there is evidence that Calvin Cheng sought assurances from the non-AMIP member that it would not undercut AMIP rates³¹¹.
229. Further evidence of the effect of the AMIP's recommended prices can be seen at least in the prices for fashion shows. While the rate was reported as \$250 for each fashion show in 2005, a news article published in the Straits Times on 20 February 2009 reported that "most models here command an average of \$400 per show"³¹². This rate is the same as the AMIP members' price. Calvin Cheng had also written to CCS to inform that the rates for

³⁰⁸ Agreed record of joint oral representations made on 19 August 2011, paragraph 8.

³⁰⁹ *Montedipe v Commission* Case T-14/89 [1992] ECR II-1155

³¹⁰ The Straits Times (Singapore), 1 April 2005: *A body of models*

³¹¹ Paragraph 70.

³¹² The Straits Times (Singapore), 20 February 2009: *The show must go on*

fashion shows and editorials had increased from \$250 and \$150 respectively before 2005 to \$400 and \$200 after 2005³¹³.

230. Calvin Cheng claimed that AMIP members had less than 20% of the market share for modelling services. However, other AMIP members had a different view and felt that they had a high market share for specific modelling services. CCS own investigations suggest that the Parties' estimated market share – for modelling services provided by modelling persons – is higher at about [X] % in 2009³¹⁴, which is higher than the 20% market share threshold levels mentioned in the CCS Guidelines³¹⁵.
231. In this case, the agreement involves price fixing, and the CCS Guidelines state that price-fixing agreements will have an appreciable adverse effect on competition, even if the market shares of the parties to the infringing agreement are below the threshold levels mentioned in the CCS Guidelines (which they are not), and even if the parties to such agreements are small and medium enterprises³¹⁶.

C. CCS' conclusions on the Agreement/Concerted Practice

232. CCS thus considers that the totality of the evidence set out above establishes a single continuous agreement or a concerted practice, to fix the rates (price) of modelling services between the Parties, was in place, and which had the object of restricting, preventing or distorting competition in the Singapore market, in breach of the section 34 prohibition.

SECTION IV: DECISION OF INFRINGEMENT

233. CCS is satisfied that there is sufficient evidence in paragraphs 62 –201 to find that the Parties listed in paragraph 1, infringed the section 34 prohibition by entering into an agreement to fix prices, manifesting in the different unlawful agreements and unlawful concerted practices from at least mid-2005 to 17 July 2009.
234. CCS therefore makes a decision that the Parties have infringed the section 34 prohibition, and imposes penalties on the Parties, for the duration that they were parties to the agreement/concerted practice.

³¹³ Calvin Cheng e-mail to CCS dated 3 September 2009.

³¹⁴ See Annex F for methodology used for calculation of the Parties' market share.

³¹⁵ Paragraph 2.19 of CCS Guidelines on the Section 34 Prohibition

³¹⁶ Paragraph 2.20 of CCS Guidelines on the Section 34 Prohibition

235. The section 34 prohibition came into force on 1 January 2006. Although the agreement was made before 31 July 2005, CCS' analysis of the evidence (above) shows that the agreement continued in operation **after** 1 July 2006, in other words after the expiry of the transitional period provided for under the *Competition (Transitional Provisions for Section 34 Prohibition) Regulations*. Therefore CCS does not consider that the said Regulations apply for the Parties for whom CCS intends to impose a financial penalty³¹⁷.
236. CCS notes that two of the Parties – Mannequin and Quest – had ceased being members of the AMIP in 2006 and 2008 respectively. CCS' analysis of the period of infringement for these two Parties is addressed in more detail in paragraphs 378 – 380 and paragraphs 400 - 401 respectively. CCS also notes that another of the Parties – Catworkz – ceased existence as a company on 5 March 2008. As for the remaining Parties, CCS notes that the AMIP rates were taken down from the AMIP website on 17 July 2009, and CCS will treat that as the date of cessation of the infringing conduct by the Parties.
237. The table below sets out, for the infringement specified by CCS in paragraphs 233 and 234, the infringing Parties and their periods of infringement.

Table 1: Period of Infringement for each Party

Infringing Parties	Period of Infringement
Ave	1 January 2006 to 17 July 2009
Bees Work	1 January 2006 to 17 July 2009
Catworkz	1 January 2006 to 5 March 2008
Diva	1 January 2006 to 17 July 2009
Electra	1 January 2006 to 17 July 2009
Impact	1 January 2006 to 17 July 2009
Linsan	1 January 2006 to 17 July 2009
Looque	1 January 2006 to 17 July 2009
Mannequin	1 January 2006 to 2 June 2006
Phantom	1 January 2006 to 17 July 2009
Quest	1 January 2006 to 22 July 2008

SECTION V: CCS' ACTION

238. This section sets out CCS' action and its reasons.

³¹⁷ Regulation 3(2)

A. Directions

239. Section 69(1) of the Act provides that where CCS has made a decision that an agreement has infringed the section 34 prohibition, it may give to any party such directions as it considers appropriate to bring the infringement to an end. As CCS considers that the single continuous agreement has been terminated on 17 July 2009 and CCS is given to understand that the AMIP has largely been disbanded, it does not propose to issue any directions in relation to the single continuous agreement.

B. Financial Penalties - General Points

240. Under section 69(2)(d) of the Act, CCS may, where it has made a decision that an agreement has infringed the section 34 prohibition, impose on any party to that infringing agreement a financial penalty, as CCS may determine. Section 69(4) of the Act, read with the *Competition (Financial Penalties) Order 2007*, provides that the financial penalty shall not exceed 10% of the turnover of the business of such party in Singapore for each year of infringement, up to a maximum of 3 years.

241. However, before imposing a financial penalty, CCS must be satisfied that the infringement has been committed intentionally or negligently³¹⁸. CCS is not required to decide whether the infringement was committed intentionally or negligently, so long as the infringement was either intentional or negligent. This was applied in the *Pest Control Case*³¹⁹, the *Express Bus Operators Case*³²⁰, and the *Electrical Works Case*³²¹.

242. As established in the *Pest Control Case*³²², the *Express Bus Operators Case*³²³, and the *Electrical Works Case*³²⁴, the circumstances in which CCS might find that an infringement has been committed intentionally include the following:

- a. the agreement has as its object the restriction of competition;
- b. the undertaking in question is aware that its action will be, or are reasonably likely to be, restrictive of competition but still wants, or is prepared, to carry them out; or
- c. The undertaking could not have been unaware that its agreement or conduct would have the effect of restricting competition, even if it did not know that it would infringe the section 34 prohibition.

³¹⁸ See section 69(3) of the Act and paragraphs 4.3 to 4.11 of CCS Guidelines on Enforcement

³¹⁹ [2008] SGCCS 1, at [354]

³²⁰ [2009] SGCCS 2, at [444]

³²¹ [2010] SGCCS 4 at [281]

³²² [2008] SGCCS 1, at [355]

³²³ [2008] SGCCS 2, at [445]

³²⁴ [2010] SGCCS 4, at [282]

243. Ignorance or a mistake of law is no bar to a finding of intentional infringement under the Act. CCS is likely to find that an infringement of the section 34 prohibition has been committed negligently where an undertaking ought to have known that its agreement or conduct would result in a restriction or distortion of competition³²⁵. The issue of whether an agreement or concerted practice was entered into "intentionally or negligently was dealt with by the CAB in *Konsortium Express & Ors v. CCS, Appeals No.s 1 and 2 of 2009*³²⁶. The CAB referred to the cases of (1) *Argos Limited* (2) *Littlewoods Limited v The Office of Fair Trading* ("*Argos*")³²⁷ and *Luxembourg Brewers*³²⁸. In the *Argos* case, the UK CAT said:

"221. The Tribunal has previously held that an infringement is committed intentionally for the purpose of section 36(3) of the Act [i.e. the English Competition Act 1998, which in substance is similar to section 69(3) of our Act]* if the undertaking must have been aware, or could not have been unaware, that its conduct had the object or would have the effect of restricting competition. An infringement is committed negligently for the purposes of section 36(3) if the undertaking ought to have known that its conduct would result in a restriction or distortion of competition."

244. In *Luxembourg Brewers*, the Commission of EC said at paragraph 89:

"(89) An infringement of the Community competition rules is regarded as being committed intentionally if the parties are aware that the object or effect of the act in question is to restrict competition. It is not essential that they should also be aware that they are infringing a provision of the Treaty."

245. The CAB was aware that the infringing agreement in *Konsortium Express & Ors v. CCS, Appeals No.s 1 & 2 of 2009* was entered into before there was competition law in force in Singapore, but the evidence in the case showed that the infringing agreement continued to be in existence beyond the transitional period. The CAB found, on the facts of the case, that the infringing parties must have been aware, or could not have been unaware, that the agreements had the object or would have the effect of restricting

³²⁵ See paragraphs 4.7 to 4.10 of CCS Guidelines on Enforcement

³²⁶ *In the matter of Case No. CCS 500/003/08: Notice of Infringement Decision issued by the Competition Commission of Singapore, Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009, (1) Konsortium Express and Tours Pte Ltd (2) Five Stars Tours Pte Ltd (3) GR Travel Pte Ltd, (4) Gunung Travel Pte Ltd v The Competition Commission of Singapore*, decision of the CAB dated 28 February 2011, paragraphs 141 – 143.

³²⁷ [2005] CAT 13, at paragraph 221 (note: * the words in [] are those of the CAB).

³²⁸ COMP/37.8001F3, (5 December 2001)

competition. The CAB found that the infringing parties, at the very least, ought to have known that such would be the case, and consequently found that the infringing agreement was entered into intentionally or negligently.

246. In the present case, CCS considers that price-fixing arrangements, which have as their object the restriction of competition, and are likely to have been, by their very nature, committed intentionally, are serious infringements of the section 34 prohibition. It follows that the present case is viewed as a serious infringement of section 34 of the Competition Act.
247. CCS also considers that, by reason of the very nature of the agreements and/or concerted practices involving price-fixing, each of the Parties must have been aware that the agreements and/or concerted practices, in which they participated as part of the single continuous price-fixing agreement, had the object of preventing, restricting or distorting competition. CCS is therefore satisfied that each of the Parties intentionally infringed the section 34 prohibition.
248. CCS imposes a penalty on the Parties listed at paragraph 1 above in relation to the infringements considered at paragraphs 233 and 234.

C. Calculation of Penalties

249. CCS Guidelines provide that in calculating the amount of financial penalty to be imposed, CCS will take into consideration the following³²⁹:
- the seriousness of the infringement;
 - the turnover of the business of the undertaking in Singapore for the relevant product and geographic markets affected by the infringement in the undertaking's last business year;
 - the duration of the infringement;
 - any further aggravating and mitigating factors; and
 - other relevant factors, e.g. as deterrent value.
250. Similar considerations are taken into account by the EC in the calculation of fines imposed pursuant to Article 23(2)(a) of Regulation No. 1/2003 and by the OFT in calculating the level of financial penalty imposed under section 36 of the Competition Act 1998.
251. A common feature of both approaches is the principle of starting with a base figure. This is arrived at by taking a percentage or proportion of the relevant sales or turnover, applying a multiplier for the duration of

³²⁹ See paragraph 2.1 of CCS Guidelines on The Appropriate Amount of Penalty

infringement and then adjusting that figure to take into account similar factors such as deterrence and aggravating and mitigating considerations. CCS adopted this approach in the *Pest Control Case*³³⁰, the *Express Bus Operators Case*³³¹, and the *Electrical Works Case*³³² and similarly will adopt the same approach for the present case.

(i) Seriousness of the Infringement and relevant turnover

Seriousness of the Infringement

252. As stated in the *Express Bus Operators Case*³³³, CCS considers that cartel cases involving price-fixing, bid-rigging, market sharing and limiting or controlling production or investment are especially serious infringements and should normally attract a percentage of the relevant turnover that is on the higher end. However, the actual percentage that CCS will assign varies depending on the circumstances of each case.
253. Nature of the product – The subject matter of the single continuous price fixing agreement is the provision of modelling services by modelling persons. CCS notes that the Parties got together and formed the AMIP with the main purpose of collectively raising rates for modelling services.
254. Structure of the market and market share of the Parties – The higher the combined market share of the infringing Parties, the greater the potential to cause damage to the affected market(s). Further, a high market share figure generally indicates a more stable agreement/concerted practice as third parties find it more difficult to undercut and possibly undermine the incumbents. These factors affect the base amount.
255. Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest, and Phantom, in their respective submissions³³⁴, asserted that CCS had failed to take into account the market share of several other modelling agencies that were in operation in 2009, and that consequently CCS' computation of a [X]% market share was over-representative. Ave submitted that the market share be adjusted downwards on the basis that the figures for Ave's turnover (from which market share is computed) were inaccurate³³⁵. For

³³⁰ [2008] SGCCS 1, at 363

³³¹ [2009] SGCCS 2, at 455 affirmed on appeal by the CAB as discussed in paragraph 212 above.

³³² [2010] SGCCS 4, at 297

³³³ [2009] SGCCS 2, at 457

³³⁴ Written representations from Phantom dated 14 July 2011, paragraphs 273 & 274, and agreed record of oral representations made on 12 August 2011, paragraph 21, joint written representations from Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest dated 14 July 2011, paragraphs 80 - 83 and agreed record of oral representations made on 19 Aug 2011, paragraph 14.

³³⁵ Written representations from Ave dated 30 June 2011.

reasons stated in paragraphs 272 - 276, CCS does not agree with Ave's submission on its turnover figures. As regards the presence of other undertakings in the modelling services sector, CCS has since sent section 63 notices to the undertakings listed by the Parties in their representations, to update the market share computation. After adjustments based on the responses received, CCS' computation of the market share is reduced to [X]%.³³⁶

256. Effect on customers, competitors and third parties – CCS considers that the single continuous price-fixing agreement prevented the Parties from passing on to customers requiring modelling services, especially new customers, any benefits resulting from competition, see paragraphs 228 – 229. There is evidence that at the earlier stages of the infringing conduct, Calvin Cheng had sought assurances from a non-AMIP member that it would not undercut AMIP rates, following complaints by AMIP members about undercutting by non-AMIP members.³³⁷
257. Evidence of the effect of single continuous price fixing agreement can be seen in a comparison of the price of modelling services for a fashion show in 2005 and 2009.
258. In 2005, the rate was reported as \$250 for each show, and it was reported in the Straits Times (April 2005)³³⁸ that “Now that AMIP is in the picture, models in the association must be paid \$300 a show. The rate will be further raised to \$400 next month.” A Straits Times February 2009³³⁹ article on the modelling industry reported that “most models here command an average of \$400 per show”, which is the same as the rate targeted by the Parties under the single continuous price fixing agreement.
259. In his letter to CCS³⁴⁰, Calvin Cheng also stated that modelling prices were “stuck in the rut, and stagnating many years before” 2005 because the industry is fundamentally competitive. He also indicated that the Singapore modelling industry has difficulties attracting best modelling talents as Singapore's modelling fees are “uncompetitive” compared to countries which Singapore modelling agencies compete for modelling talents. He informed CCS that modelling fees increased after 2005. In 2005, fashion show rates and editorial rates were \$250 and \$150

³³⁶ Details of computation are at Annex F

³³⁷ See paragraph 70.

³³⁸ The Straits Times article, “A body of models; Eleven modelling agencies have formed an association to get better deals for their models” dated 1 April 2005

³³⁹ The Straits Times Urban article, page 12, “The Show Must Go On; Despite downturn, models are still getting jobs here” dated 20 February 2009

³⁴⁰ Letter from Calvin Cheng to CCS on 3 September 2010.

respectively. After 2005, fashion show rates and editorial rates were \$400 and \$200 respectively - this is about a 60% increase – CCS notes that the rates after 2005 were the same as those which AMIP members agreed on.

260. Calvin Cheng also expressed concern that a price war may ensue if CCS issues an unfavourable decision towards AMIP or it becomes public that AMIP guidelines were removed.

“Therefore, I urge you to not only exonerate us from anti-competitive practices, but also to endorse what we have done. Do not make us take down our guidelines. We worked very hard to try to make Singapore’s modelling industry competitive, to convince clients to pay more, so better talent can come to Singapore. If a negative decision is made by the CCS, or even if it is made known that AMIP has been made to take down the price guidelines, a price war may ensue.”

261. Starting percentage. In determining the starting point percentage, CCS will have regard to the seriousness of the infringement, the nature of the product, the structure of the market, the market shares of the Parties, and the effect of the infringements on customers, competitors and third parties³⁴¹.
262. Ave made representations³⁴² that CCS should apply a starting percentage that reflects a condign penalty that would be proportionate to the seriousness of the infringement. It relied on the *Kier Regional Appeal* cases in support of this representation. Ave submitted that that the CCS Guidelines on the section 34 Prohibition were only finalised on 20 December 2005, and CCS should take into account “*the mitigating effect of the general uncertainty and ambivalence as to the legitimacy*” of the practice, in 2005, by associations to issue price guidelines or recommendations.
263. Ave also made representations that the actions of the Parties had no significant effect on customers, competitors and third parties. It submitted that the AMIP had no bargaining clout against major publishers like SPH Holdings, and against influential fashion show choreographers. Ave submitted that from 1995 – 2005, the annual mean monthly nominal earnings per employee in the Services industry rose from S\$2,261 to S\$3,498, whereas, for the same period, the modelling rates for editorial and fashion shows remained stagnant at S\$150 – S\$250 per show. Bees Work,

³⁴¹ See paragraph 2.3 of CCS Guidelines on The Appropriate Amount of Penalty

³⁴² Written representations from Ave dated 30 June 2011.

Diva, Electra, Impact, Linsan, Looque and Quest³⁴³ jointly made representations, along the same vein: that some of the large clients had strong bargaining power and could dictate rates, and that therefore the AMIP rates had no impact or could not be implemented. A similar submission was made by Phantom.

264. CCS notes that there was a large client in the form of Singapore Press Holdings (“SPH”) for advertorials and editorials, and that the Parties used the AMIP to deal with SPH as a bloc so as to increase their bargaining powers vis-à-vis SPH. At the same time, for the other types of modelling services provided by the Parties such as various shows and media advertorials, the clients were diverse and included designer labels, fashion houses, automobile brands and various media marketing agencies for lifestyle brands.
265. Having regard to all the circumstances and the representations made by the Parties, CCS considers it to be appropriate, in the current case, to apply a starting point percentage of [%] of the relevant turnover for each of the Parties involved in the single continuous price-fixing agreement.

Relevant Turnover

266. The relevant turnover in the last business year will be considered when CCS assesses the impact and effect of the infringement on the market³⁴⁴. The “last business year” is the business year preceding the date on which the decision of CCS is taken or, if figures are not available for that business year, the one immediately preceding it. “Business year” means a period of more than 6 months in respect of which an undertaking publishes accounts or, if no such accounts have been published for the period, prepares accounts³⁴⁵.
267. In paragraphs 47 – 59, CCS has defined the relevant product and geographic markets, for the purpose of calculating penalties, to comprise the focal product and focal area only, i.e. the sale and provision of modelling services in Singapore.
268. Ave, in its written representations, submitted that the relevant turnover for the purposes of calculating the financial penalty under the CCS’ Penalty Guidelines should be \$[%], being the revenue recognized in Ave’s

³⁴³ Joint written representation from Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest dated 14 July 2011

³⁴⁴ See CCS Guidelines on the Appropriate Amount of Penalty, paragraph 2.4

³⁴⁵ See Competition (Financial Penalties) Order 2007, paragraph 2 and 3 and CCS Guidelines on the Appropriate Amount of Penalty, paragraph 2.5

FY2009 accounts and excluding amounts received by Ave for and on behalf of and/or as beneficiary for the model in question and the model's foreign mother agent.

269. Ave relied on the UK CAT decision of (1) *Hays PLC* (2) *Hays Specialist Recruitment Limited* (3) *Hays Specialist Recruitment (Holdings) Limited v Office of Fair Trading*, (the “*Hays case*”) in support of this submission. In the *Hays case*, the UK CAT found that “net fees” represented the measure of what should be used for “relevant turnover” in Step 1 of the OFT’s Penalty Guidance. In the *Hays case*, the accounts included a statement of net fees, and the annual reports emphasised that net fees was the relevant measure of the undertaking’s activity³⁴⁶. Expert evidence was also led before the UK CAT that the financial health of the temporary workers recruitment agencies was measured by its net fees.
270. Ave submitted that it kept its (unaudited) accounts in accordance with the Singapore Financial Reporting Standards, which provides that amounts collected on behalf of principals are not revenue.
271. In view of the representations, CCS sought further clarifications from Ave, and Phantom, Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest, on their respective relationships with the models, the ‘mother’ agency (if any) and the clients.
272. CCS considered the legal and economic relationships between the modelling agency, the models and mother agency (if any), as well as the relationships between the agency and its clients, to determine the crux of the transaction for the relevant product market. CCS notes that in the *Hays case*, the legal and economic reality coincided with the accounting reality in that the recruitment agencies simply acted as middlemen when providing temporary workers to the construction industry, with minimal involvement and no business risk. From the clarifications provided³⁴⁷, CCS finds that the Parties were not mere intermediaries but are, in fact, the responsible entity for modelling services rendered to clients. CCS notes that the contractual relationship is between the client and modelling agency, and that the client would look to and hold the modelling agency responsible for breach of contract.
273. In the same vein, the modelling agency looks to its clients for payment for services rendered, and must bear the risk of non-payment. There is no

³⁴⁶ See para 44 and 45 of the *Hays* UK CAT decision

³⁴⁷ See clarifications on written representations from Ave dated 21 July 2011, Phantom dated 11 August 2011, Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest, jointly, dated 15 August 2011.

contractual relationship between the model and the client. The modelling agencies sources and builds its own portfolio of models and talents. It offers its portfolio of models and talents as modelling services in order to secure bookings and jobs. CCS notes that the agency bears the risk of signing up a model/talent that is unable to fulfil bookings and jobs secured by the agency. This risk is greater where foreign models are involved, as the agency will fly the model over, house him/her and pay him/her an allowance.

274. CCS also notes that the agencies are involved and responsible for the management and development of its models. For instance, CCS understands that an agency may send its models for shoots in foreign locales simply to build up the models' portfolio, without any job secured in advance in the foreign locale. Where the agency was the 'mother' agency for a model, the agency invests more resources in grooming the model and planning his/her career. According to Ave, Phantom, Diva and Looque, they have successfully groomed models to break into the regional /international scene and gave specific examples of such models³⁴⁸. Hence, the costs of sourcing and signing up a model or talent, whether locally-based or from overseas, are business costs that the agency has to incur in order to provide the services to its clients.
275. CCS further notes that, unlike the facts and circumstances in the *Hays* case, there is no consistent or uniform approach to the treatment of the sums received in the accounts of the Parties. For instance, Ave's accounts[~~redacted~~]³⁴⁹. Impact's accounts had[~~redacted~~].³⁵⁰ The other agencies included [~~redacted~~]³⁵¹.
276. In the circumstances, CCS is of the view that the modelling agencies are the central actors in the provision of modelling services in Singapore. Clients who are looking for modelling services would contract with the modelling agencies, and hold the agencies responsible for providing the services contracted for. The modelling agencies are not acting as mere

³⁴⁸ Ibid footnote 347.

³⁴⁹ Ave's unaudited financial statement and paragraph 6 of the agreed record of oral representations made by Ave on 22 July 2011.

³⁵⁰ Impact's profit & loss statement submitted in Impact's response of 15 Oct 2010 to CCS' section 63 notice of 13 Oct 2010

³⁵¹ Bees Work's balance sheets and Profit & Loss statement in its response of 26 Oct 2010 to CCS' section 63 notice of 13 Oct 2010. Catworkz' 2006 Annual Report enclosed in its response of 23 Oct 2010 to CCS' section 63 notice of 13 Oct 2010. Diva's audited financial statement enclosed in its response of 28 Oct 2010 to CCS' section 63 notice of 13 Oct 2010. Documents included in Linsan's response of 19 Nov 2010 to CCS' section 63 notice of 13 Oct 2010, and Colin Ho's telephone conversation with CCS on 16 Nov 2010. Looque's audited financial statement enclosed in its response of 2 Nov 2010 to CCS' section 63 notice of 13 Oct 2010. Phantom's Director's Report and audited financial statements in Annex B of Phantom's response of 18 Nov 2010 to CCS' section 63 notice of 13 Oct 2010. Quest's Company Sales Report included in Quest's response of 8 Nov 2010 to CCS' section 63 notice of 13 Oct 2010.

intermediaries for the models or mother agents, unlike the recruitment agencies in *Hays*. CCS accordingly rejects the representations that the relevant turnover should exclude amounts received by the modelling agencies for the model or the model's foreign 'mother' agent.

(ii) Duration of the Infringement

277. With regard to the duration of an infringement, CCS Guideline on "The Appropriate Amount of Penalty" states that the amount of financial penalty to be imposed will depend on the duration of the infringement³⁵². After calculating the base penalty sum, CCS will consider whether this sum should be adjusted to take into account the duration of the infringement. The duration to which the Parties infringed the section 34 Prohibition will depend on when they became party to the single continuous price-fixing agreement and when they ceased being party to the same agreement.
278. CCS considers it appropriate for penalties for infringements which last for more than one year to be multiplied by the number of years of the infringement. This therefore means that the base penalty sum will be multiplied for as many years as the infringement remains in place. This ensures that there is sufficient deterrence against cartels operating undetected for a protracted length of time.
279. Although an infringement in a price fixing case over a part of a year may be treated as a full year for the purpose of calculating the duration of the infringement³⁵³, CCS has decided to, in such instances, round down to the nearest month. Therefore where the infringement period is less than a year, CCS will round down the duration to the nearest month, subject to a minimum of 1 month. In the same vein, where infringements that last over a year and terminates in a particular year before the end of the full year, CCS will also round down the duration in the last year to the nearest month. This will provide an incentive to undertakings to terminate their infringements as soon as possible.
280. Finally, CCS shall ensure that the final amount of the financial penalty, calculated according to the method set out above does not exceed 10% of the total turnover of the business of such party in Singapore for each year of infringement, up to a maximum of 3 years, as provided in section 69(4) of the Act (the "statutory maximum").
281. CCS will deal with the duration applicable to each Party in the calculation of penalties for each Party below.

³⁵² See CCS Guideline on the Appropriate Amount of Penalty, Paragraph 2.7

³⁵³ See CCS Guidelines on the Appropriate Amount of Penalty, Paragraph 2.8

(iii) Aggravating and Mitigating Factors

282. At this next stage, CCS will consider the presence of aggravating or mitigating factors and make adjustments when assessing the amount of financial penalty³⁵⁴, i.e. increasing the penalty where there are aggravating factors and reducing the penalty where there are mitigating factors. These points are considered below in relation to each of the Parties.
283. As stated in the *Express Bus Operators Case*³⁵⁵, CCS considers the involvement of directors or senior management as an aggravating factor³⁵⁶. The amount of the penalty will be adjusted upwards to reflect their direct involvement in or knowledge of any decision leading to the infringement, or failure to take the necessary steps to avoid an infringement.
284. CCS notes that the role of an undertaking as a leader in, or an instigator or, an infringement may be an aggravating factor³⁵⁷. CCS considers that a merely passive or follower role in an infringement is not sufficient to justify a reduction in the penalty.
285. CCS considers cooperation, which enables the enforcement process to be concluded more effectively and/or speedily, as a mitigating factor³⁵⁸. The amount of the penalty will be adjusted downwards to reflect cooperation by an undertaking during CCS' investigation.

(iv) Other Relevant Factors

286. As stated in the *Express Bus Operators Case*³⁵⁹, CCS may adjust the penalty as appropriate to achieve policy objectives, such as deterrence against price fixing. CCS will adjust the penalty if the financial penalty imposed against any of the Parties, after the adjustment for duration has been taken into account, is insufficient to meet the objectives of deterrence. In *Transtar Travel & Anor v. CCS, Appeal No.3 of 2009*³⁶⁰, the CAB revised the financial penalty against Regent Star to \$10,000 to achieve the objectives of deterrence.

³⁵⁴ See CCS Guidelines on the Appropriate Amount of Penalty, paragraph 2.10

³⁵⁵ [2009] SGCCS 2, at [505] to [506].

³⁵⁶ See CCS Guidelines on the Appropriate Amount of Penalty, paragraph 2.11

³⁵⁷ See CCS Guidelines on the Appropriate Amount of Penalty, paragraph 2.11

³⁵⁸ See CCS Guidelines on the Appropriate Amount of Penalty, paragraph 2.12

³⁵⁹ [2009] SGCCS 2, at [494] to [503].

³⁶⁰ *In the matter of Notice of Infringement Decision issued by the Competition Commission of Singapore on Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 in Case No. CCS500/003/08 Between Transtar Travel Pte Ltd Regent Star Travel Pte Ltd And the Competition Commission of Singapore*, decision dated 28 February 2011, at paragraph 106.

287. The UK OFT takes a similar approach. In the OFT’s “Guidance as to the Appropriate Amount of Penalty” for such a situation³⁶¹, it states that:
- in exceptional circumstances, where the relevant turnover of an undertaking is zero (for example, in the case of buying cartels) and the penalty figure reached after the calculation in Steps 1 and 2 is therefore zero, the OFT may adjust the amount of this penalty at this stage
288. In the *Felt Roofing Case*³⁶² the OFT found that an undertaking’s relevant turnover could amount to zero if that undertaking had ceased trading altogether or where the undertaking remained in business but had exited the relevant product or geographic market since the infringement took place. See also *WM Roofing II*³⁶³.
289. As stated in the *Express Bus Operators Case*³⁶⁴, and the *Electrical Works Case*³⁶⁵, where a party is unable or unwilling to provide CCS with information to determine its relevant turnover, CCS will consider the turnover of the other Parties in considering the appropriate penalty to be imposed.
290. While the financial position of the Parties and their ability to pay is a relevant consideration in the assessment of financial penalties on a case by case basis, CCS considers that cartelists should generally not rely on their economic difficulties and those of the market in seeking a reduction of the penalties imposed, see *Tokai Carbon Ltd and others v European Commission*³⁶⁶.
291. Bees Work, Diva, Electra, Impact, Linsan, Looque, and Quest, submitted in their representations that the modelling industry in Singapore was a “high turnover but low profit” industry, and that this characteristic should be considered in the determination of appropriate penalties. These Parties argued that the financial penalties imposed by CCS will lead to hardship for them. The Parties relied on a series of appeal cases in the UK concerning the construction industry³⁶⁷, in which the UK CAT gave regard to the high turnover but low margins of the construction industry, and overall proportionality, in determining its adjustment of penalties.

³⁶¹ Paragraph 2.13 of the OFT’s Guidance as to the Appropriate Amount of Penalty

³⁶² *Collusive tendering for felt and singly ply-flat roofing contracts in the North East of England* CA98/02/2005, paragraph 278

³⁶³ [2005] CAT 5 at paragraph 63

³⁶⁴ [2009] SGCCS 2, at [498].

³⁶⁵ [2010] SGCCS 4, at [298].

³⁶⁶ [2004] ECR II-1181, [2004] 5 CMLR 28

³⁶⁷ *Kier* case [2011] CAT 3, *Tomlinson* case [2011] CAT 7 *Barrett* case [2011] CAT 9

292. CCS notes that the mere finding of an adverse financial situation is not sufficient reason to justify a reduction in financial penalties since the recognition of such an obligation would have the effect of conferring an unfair competitive advantage on the undertakings least well adapted to the conditions of the market³⁶⁸.
293. In *Tokai Carbon Ltd*, the court held that (in the context of the European Union's Guidelines on penalties), the undertaking's real ability to pay would be relevant to the calculation of penalties only in a specific social context, namely where the consequences of payment of the fine would lead to an increase in unemployment or deterioration in the economic sectors upstream and downstream of the undertaking concerned³⁶⁹.
294. In the present case, CCS notes that it is not evident that the businesses of the respective Parties are entirely unprofitable. For instance, CCS notes that all the Parties recorded positive gross profits. The CAB, in *Transtar Travel & Anor v. CCS, Appeal No.3 of 2009*, also noted that "*in certain businesses, the net profits may not be an accurate marker as there are various other factors/reasons why the net profits of the undertaking may not be desirable*"³⁷⁰. CCS notes that, in the majority of the Parties, most (if not all) of the shareholders are also directors of the undertaking or alternatively sole proprietors or partners³⁷¹, and that therefore there may not be a strong incentive for the undertaking to declare profits and dividends on profits for external shareholders.

D. Penalty for Ave

295. Starting point: Ave was a member of the AMIP from its inception, and was represented on the Executive Committee by Tan Chuan Do, director of Ave. Jimmy Lim, a senior booker of Ave, was a member of the AMIP Exco and served as the Assistant Entertainment Executive. Ave discussed and agreed on minimum modelling services rates with the other Parties. Ave was involved in the single continuous price fixing agreement.

³⁶⁸ *Tokai Carbon Ltd and others v European Commission* [2004] ECR II-1181 paragraph 370

³⁶⁹ *Ibid.* Paragraphs , 371 and 372

³⁷⁰ *In the matter of Notice of Infringement Decision issued by the Competition Commission of Singapore on Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand*, 3 November 2009 in Case No. CCS 500/003/08, between (1) *Transtar Travel Pte Ltd* (2) *Regent Star Travel Pte Ltd* and the Competition Commission of Singapore, decision dated 28 Feb 2011, para 98

³⁷¹ For those Parties which are private limited companies – namely Ave, Bees Work, Catworkz, Diva and Looque – they had at least one shareholder who was also a director.

296. Ave's financial year is from 1 January to 31 December. Ave's relevant turnover figures for modelling services for the financial year ending 31 December 2009 was \$[REDACTED]³⁷², rounded down to the nearest \$1³⁷³.
297. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above, and fixed the starting point for Ave at [REDACTED]% of relevant turnover. The base amount for Ave is therefore \$[REDACTED].
298. Adjustment for duration: Ave was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[REDACTED].
299. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Ave's director and shareholder, namely Tan Chuan Do, in the infringements to be an aggravating factor and increases the penalty by [REDACTED]%. CCS considers that Ave and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [REDACTED]% for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [REDACTED]% to \$[REDACTED].
300. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is a significant sum in relation to Ave to act as an effective deterrent to Ave and to other undertakings which may consider engaging in price-fixing agreements and CCS will not make further adjustments to the penalty for this stage.
301. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for Ave is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[REDACTED] x 3, i.e. \$[REDACTED]. The financial penalty i.e. \$132,315 does not exceed 10% of this figure, i.e. \$[REDACTED].

³⁷² Information provided by Ave Management Pte Ltd on 3 November 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010, adjusted based on Ave's written representations dated 30 June 2011, see also paragraph 304 below.

³⁷³ All penalty calculations will be rounded down to the nearest \$1

302. Representations by Ave on penalty: Ave argued that the relevant turnover should exclude amounts received by Ave for and on behalf of the model and the foreign ‘mother’ agency. For the reasons set out in paragraphs 272 - 276, CCS does not agree with this representation.
303. Ave, in its written representations, submitted that the following were outside the relevant geographic market: (a) photo shoots, advertorials, editorials that were shot or filmed overseas (outside Singapore) and (b) where the job/assignment was for an overseas client. CCS is of the view that if the client/customer was a Singapore-based client, regardless of where the photo-shoot or filming occurred, the provision of modelling services was to the Singapore-based client, and hence within the relevant geographic market, for the purposes of this infringement³⁷⁴.
304. However, in the case of an overseas client, CCS would exclude these services from the relevant geographic market. CCS notes, from supporting evidence submitted by Ave, that a total \$[X] could be attributed to modelling services that fell outside the relevant geographic market. As such, Ave’s relevant turnover is adjusted to \$[X].
305. Secondly, Ave submitted that certain services that it provides were “non-modelling” or modelling services not affected by the infringement, and therefore fall outside its “relevant turnover”. In particular, Ave contends that services which serve a collateral purpose besides modelling, and “super” models (who, Ave contended, commandeered their own rates), should both be excluded from its relevant turnover³⁷⁵. Ave also submitted that the focal product should only take into account Ave’s modelling services which were affected or had benefitted directly or indirectly from the AMIP rates.
306. CCS has considered the nature of these “collateral-purpose” services, and is of the view that the essential nature of these jobs and assignments are that of modelling services, in which the clients essentially hire models or talents, and not other persons, for the job. CCS has earlier stated that it does not find it necessary to delineate the product market into specific types of modelling services.³⁷⁶ For the same reasons, CCS is unable to agree with Ave’s submission that the focal product is confined to the services affected by the AMIP rates. In relation to “super” models, CCS

³⁷⁴ In *Konsortium Express & Ors v. CCS, Appeals No.s 1 & 2 of 2009*, the relevant turnover included the turnover from bus tickets sold in Singapore for destinations in Malaysia and Southern Thailand. Even though the bus service was largely delivered (or consumed) outside of Singapore, the transaction (buying of the ticket) was done in Singapore.

³⁷⁵ Ave’s written representations of 30 June 2011

³⁷⁶ See paragraph 56

takes the position that these fall within the focal product. Even it did not, CCS notes that the AMIP rates would have had a benchmarking effect on “super” model rates, and therefore the turnover from “super” model jobs/assignments are included in the relevant turnover. The CAB, in *Konsortium Express & Ors v. CCS, Appeals No.s 1 & 2 of 2009*, and *Transtar Travel & Anor v. CCS, Appeal No. 3 of 2009*, rejected the argument that turnover from the premium coaches should be excluded from the relevant turnover since the ‘infringing’ fares were only for the lowest class of buses.

307. Thirdly, Ave argued that Tan Chuan Do, its director, did not actively participate for the entire duration of the infringement. Ave argued that it should not suffer the aggravating factor uplift for the entire duration of the infringement³⁷⁷. Ave also argued that the duration of involvement of Ave in the infringement lasted until only 11 April 2007, as it had ceased any meaningful activity as a member of AMIP by then. CCS notes that Jimmy Lim, Ave’s head booker, continued to front Ave at the meetings and discussions. CCS is also of the view that Ave’s head booker had the ostensible authority and general responsibility to make decisions on behalf of Ave in relation to rates and bookings. CCS therefore finds that senior personnel of Ave was continuously involved in the meetings and discussions, and Ave attracts the aggravating factor for the duration of the infringement. CCS also finds that Ave did not publicly distance itself from the infringing conduct. In order to avoid liability by publicly distancing itself, an undertaking must inform the other companies represented with sufficient clarity, that, despite appearances, it disagrees with the unlawful steps which they have taken.³⁷⁸
308. However, in view of Ave’s representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [X]. CCS makes no other adjustment for Ave in the calculation of financial penalties, and imposes a financial penalty of \$132,315.

E. Penalty for Bees Work

309. Starting point: Bees Work was a member of the AMIP from its inception, and was represented on the Executive Committee by Christine Ty, director of Bees Work. Bees Work discussed and agreed on minimum modelling

³⁷⁷ Ave’s written representations dated 30 June 2011 and agreed record of oral submissions on 22 July 2011,

³⁷⁸ Case T-61/99 *Adriatica di Navigazione SpA v Commission* [2003] ECR II-5349 at [137], and *Aalborg Portland AS v Commission* Joined Cases C-204/00 P, C-205/00 P, C-213/00 P, C-217/00 P and C-219/00, cited earlier at paragraph 213(c).

services rates with the other Parties. Bees Work was involved in the single continuous price fixing agreement.

310. Bees Work's financial year is from 1 January to 31 December. Bees Work's relevant turnover figures for modelling services for the financial year ending 31 December 2009 was \$[X]³⁷⁹.
311. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above and fixed the starting point for Bees Work at [X]% of relevant turnover. The base amount for Bees Work is therefore \$[X].
312. Adjustment for duration: Bees Work was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[X].
313. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Bees Work's director, namely Christine Ty, in the infringements to be an aggravating factor and increases the penalty by [X]%. CCS considers that Bees Work and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [X]% for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [X]% to \$[X].
314. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustments is a significant sum in relation to Bees Work to act as an effective deterrent to Bees Work and to other undertakings which may consider engaging in price-fixing agreements, and CCS will not make further adjustments to the penalty for this stage.
315. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for

³⁷⁹ Information provided by Bees Work Casting Pte Ltd on 26 October 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010, and written representations by Bees Work (jointly made with other Parties) of 14 July 2011, response, to further clarifications, dated 15 August 2011, and oral representations (jointly) made on 19 August 2011, and further written clarifications.

Bees Work is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[REDACTED] x 3, i.e. \$[REDACTED]. The financial penalty i.e. \$44,112 does not exceed 10% of this figure, i.e. \$[REDACTED].

316. Representations by Bees Work on penalty³⁸⁰. Bees Work argued that the relevant turnover should exclude amounts received by Bees Work for and on behalf of the model. For the reasons set out in paragraphs 272 - 276, CCS does not agree with this submission. Bees Work also submitted that several non-modelling services, in particular, the casting of animals, locations, directors, voice-overs, extension loading fees, pro-bono and cancellation fees should be excluded from its relevant turnover. CCS has considered each of the services described by Bees Work, and is of the view that these services, with the exception of pure voice-overs, casting of animals and locations, in essence, fall within the relevant product market described in paragraphs 47 - 59. CCS notes that Bees Work's financial information did not show any fees received for casting of animal and locations. Accordingly the starting amount for the relevant turnover for Bees Work is revised to exclude voice-overs, casting of animals and locations, to \$[REDACTED].
317. Bees Work also argued that CCS should consider that the modelling industry in Singapore is one of "high turnover but low profit" and that the financial penalty imposed will lead to hardship. CCS notes that it has already considered the financial position of Bees Work (paragraph 314); further, for the reasons set out in paragraphs 290 - 294, CCS does not agree with these representations.
318. However, in view of Bees Work's representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [REDACTED]%. CCS makes no other adjustment for Bees Work in the calculation of financial penalties, and imposes a financial penalty of \$44,112 on Bees Work.

F. Penalty for Catworkz

319. Starting point: Catworkz was a member of the AMIP from its inception. It ceased business on 31 December 2006³⁸¹. It was struck off the register on 5 March 2008. Chris Lee, a director of the company, attended the meetings where the agreed rates were discussed. Catworkz was involved in the single continuous price-fixing agreement.

³⁸⁰ Joint written representations by Bees Work, Diva, Electra, Impact, Linsan, Looque and Quest dated 14 August 2011.

³⁸¹ See Answer to Question 2 of Lee Choon Chuan @ Christopher Sean Lee's Note of Information / Explanation provided on 4 Aug 2009.

320. Catworkz has ceased business and exited the market, and submitted its last preceding financial year turnover for the period 1 January 2005 to 30 June 2006, i.e. 546 days. Catworkz has also submitted that the relevant turnover for modelling services is half of the total 2006 turnover of \$[REDACTED]³⁸². Therefore, the total turnover for the purpose of calculating financial penalties³⁸³ is \$[REDACTED]/546 x 365, i.e. \$[REDACTED], and the relevant turnover is \$[REDACTED].
321. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above and fixed the starting point for Catworkz at [REDACTED]% of relevant turnover. The base amount for Catworkz is therefore \$[REDACTED].
322. Adjustment for duration: Catworkz was a party to the single continuous price fixing agreement from 1 January 2006 to 31 December 2006, a period of 1 year. CCS makes no adjustment for duration.
323. Adjustment for aggravating and mitigating factors: CCS considers the involvement of one of Catworkz's director and shareholder, namely Mr Christopher Lee Choon Chuan, in the infringements to be an aggravating factor and increases the penalty by [REDACTED]%. In consideration of the representations made by Catworkz to CCS, and the circumstances of the case, CCS reduces the penalty by [REDACTED]% for cooperation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [REDACTED]% to \$[REDACTED].
324. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is not a significant sum in relation to Catworkz to act as an effective deterrent to Catworkz and to other undertakings which may consider engaging in price-fixing agreements. Therefore CCS adjusts the penalty to \$[REDACTED].
325. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for Catworkz is 1 year, so that the turnover for the purposes of section 69(4) is \$[REDACTED]. The financial penalty i.e. \$3,000 does not exceed 10% of this figure, i.e. \$[REDACTED].

³⁸²Information provided by Catworkz International Pte. Ltd on 26 October 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010

³⁸³ See Competition (Financial Penalties) Order 2007, paragraph 2

G. Penalty for Diva

326. Starting point: Diva was a member of the AMIP from its inception and it was represented on the Executive Committee by Rowena Foo. Diva discussed and agreed on minimum modelling services rates with the other Parties. Diva helped to consolidate the agreed rates into reference documents. Diva was involved in the single continuous price fixing agreement.
327. Diva's financial year is 1 July to 30 June. Diva's relevant turnover figures for modelling services for the financial year ending June 2009 was \$[X].
328. CCS has analysed its findings regarding the seriousness of the infringements in accordance with paragraphs 252 - 265 above and fixed the starting point for Diva at [X]% of relevant turnover. The base amount for Diva is therefore \$[X].
329. Adjustment for duration: Diva was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[X].
330. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Diva's director and shareholder, namely Rowena Foo, in the infringements to be an aggravating factor and increases the penalty by [X]%. CCS considers that Diva and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [X]% for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [X]% to \$[X].
331. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is a significant sum in relation to Diva to act as an effective deterrent to Diva and to other undertakings which may consider engaging in price-fixing agreements and CCS will not make further adjustments to the penalty for this stage.
332. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business in Singapore for each year of the

infringement, up to a maximum of 3 years. The length of infringement for Diva is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[X] x 3, i.e. \$[X]. The financial penalty, i.e. \$72,891 does not exceed 10% of this figure, i.e. \$[X].

333. Representations by Diva on penalty: Diva argued that the relevant turnover should exclude amounts received by Diva for and on behalf of the model. For the reasons set out in paragraphs 272 - 276, CCS does not agree with such representations. Diva also argued that CCS should consider that the character of the modelling industry in Singapore as one of “high turnover but low profit” and that the financial penalty will lead to hardship. CCS notes that it has already considered the financial position of Diva (paragraph 331); further, for the reasons set out in paragraphs 290 - 294, CCS does not agree with these representations.
334. However, in view of Diva’s representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [X]%. CCS makes no other adjustments, and imposes a final penalty of \$72,891 for Diva.

H. Penalty for Electra

335. Starting point: Electra was a member of the AMIP from its inception. Electra agreed on minimum modelling services rates with the other Parties. Electra was involved in the single continuous price fixing agreement.
336. Electra’s financial year is from 1 January to 31 December. Electra’s relevant turnover figures for modelling services for the financial year ending 31 December 2009 was \$[X], which are half of the total relevant turnover of Electra and Linsan³⁸⁴.
337. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above and fixed the starting point for Electra at [X]% of relevant turnover. The base amount for Electra is therefore \$[X].
338. Adjustment for duration: Electra was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[X].

³⁸⁴ Information provided by Renee Lim, Electra Management on 10 December 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010

339. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Electra's sole-proprietor, namely Lim Wan Ying in the infringements to be an aggravating factor and increases the penalty by [%]. CCS considers that Electra and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [%] for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [%] to \$[.].
340. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is a significant sum, in relation to Electra, to act as an effective deterrent to Electra and to other undertakings which may consider engaging in price-fixing agreements and CCS will not make further adjustments to the penalty for this stage.
341. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for Electra is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[.] x 3, i.e. \$[.]. The financial penalty i.e. \$5,351 does not exceed 10% of this figure, i.e. \$[.].
342. Whether Electra and Linsan are operating as a single economic entity ("SEE"): CCS notes that Electra and Linsan provided a combined financial statement in response to CCS' request for information of relevant turnover, on the basis that both undertakings were "the same entity". CCS has considered if Electra and Linsan are a SEE for the purposes of imposing penalty on either.
343. In *Transtar Travel & Anor v. CCS, Appeal No. 3 of 2009*³⁸⁵, the CAB held that:

It is generally accepted that a single economic entity is a single undertaking between entities which form a single economic unit. In particular, an agreement between a parent and its subsidiary company, or between two companies which are under the control of

³⁸⁵*In the matter of Notice of Infringement Decision issued by the Competition Commission of Singapore on Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand, 3 November 2009 in Case No. CCS 500/003/08 between Transtar Travel Pte Ltd, Regent Star Travel Pte Ltd and the Competition Commission of Singapore, decision dated 28 February 2011, at paragraph 67.*

a third company, will not be agreements between undertakings if the subsidiary has no real freedom to determine its course of action in the market and although having a separate legal personality, enjoys no economic independence. Ultimately, whether or not the entities form a single economic unit will depend on the facts and circumstances of the case ([2.7]-[2.8] of the CCS Guidelines on the section 34 prohibition; see also *Akzo Nobel v Commission of the European Communities*, 11 December 2003, at [54]-[66].

344. CCS notes that Linsan and Electra are sole proprietorships with different legal owners. There is no agency relationship between the two undertakings. They held themselves out as separate entities. They were represented separately in the AMIP and at meetings. E-mails were directed to representatives of each: Colin Ho for Linsan and Renee Lim for Electra. There is no record of either making any strategic decisions in relation to the operations of the other, contracting on behalf of the other or share unity of interests. CCS therefore finds that there is no reason to conclude that Linsan and Electra are a SEE.
345. Representations by Electra on penalty: Electra argued that the relevant turnover should exclude amounts received by Electra for and on behalf of the model. For the reasons set out in paragraphs 272 - 276, CCS does not agree with such representations. Electra also argued that CCS should consider the character of the modelling industry in Singapore as one of “high turnover but low profit”, and that the financial penalty imposed will lead to hardship. CCS notes that it has already considered the financial position of Electra (paragraph 340); further, for the reasons set out in paragraphs 290 - 294, CCS does not agree with these representations.
346. However, in view of Electra’s representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [X]%. CCS makes no other adjustment and imposes a final penalty of \$5,351 for Electra.

I. Penalty for Impact

347. Starting point: Impact was a member of the AMIP from its inception, and was represented on the Executive Committee by Tan Mui Mui, manager of Impact. Impact discussed and agreed on minimum modelling services rates with the other Parties. It was one of the Parties which helped consolidate the rates into reference documents, and also provided guidelines on how to provide discounts to the agreed-upon rates³⁸⁶. Impact was involved in the single continuous price fixing agreement.

³⁸⁶ See paragraphs 148 and 152.

348. Impact's financial year is from 1 January to 31 December. Impact's relevant turnover figures for modelling services for the financial year ending 31 December 2009 was \$[REDACTED]³⁸⁷.
349. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above and fixed the starting point for Impact at [REDACTED]% of relevant turnover. The base amount for Impact is therefore \$[REDACTED].
350. Adjustment for duration: Impact was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[REDACTED].
351. Adjustment for other factors:. CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is a significant sum in relation to Impact to act as an effective deterrent to Impact and to other undertakings which may consider engaging in price-fixing agreements and CCS will not make further adjustments to the penalty for this stage.
352. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Impact's manager and the sole-proprietor, namely Tan Mui Mui and Tan Thiam Poh respectively, in the infringements to be an aggravating factor and increases the penalty by [REDACTED]%. CCS considers that Impact and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [REDACTED]% for cooperation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [REDACTED]% to \$[REDACTED].
353. Adjustment to prevent maximum penalty being exceeded. The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for Impact is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[REDACTED] x 3, i.e. \$[REDACTED]. The financial penalty i.e. \$10,508 does not exceed 10% of this figure, i.e. \$[REDACTED].

³⁸⁷ Information provided by Impact Models Studio on 15 October 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010, and joint written representations from Impact (and other Parties) of 19 July 2011, and enclosed documents in the said representations

354. Representations by Impact on penalty: Impact argued that the relevant turnover should exclude amounts received by Impact for and on behalf of the model. For the reasons set out in paragraphs 272 - 276, CCS does not agree with such representations. Impact also argued that CCS should consider the character of the modelling industry in Singapore as one of “high turnover but low profit” and that the financial penalty imposed will lead to hardship. CCS notes that it had already considered the financial position of Impact (paragraph 351); further, for the reasons set out in paragraphs 290 - 294, CCS does not agree with these representations.
355. Impact further submitted that event sales organised by Impact do not involve provision of modelling services to customers and that event sales is therefore a non-modelling service and should be excluded from relevant turnover starting amount. CCS has considered the service described by Impact and is of the view that event sales is a non-modelling service and therefore do not fall within the relevant product market. Accordingly the relevant turnover starting amount for Impact is revised to \$[~~ⓧ~~]³⁸⁸.
356. Also, in view of Impact’s representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [~~ⓧ~~]%. Apart from these revisions, CCS does not make any other adjustments to the penalty calculation for Impact, and imposes a financial penalty of \$10,508 on Impact.

J. Penalty for Linsan

357. Starting point: Linsan was a member of the AMIP from its inception until it ceased business on 11 January 2010, and was represented on the Executive Committee by Colin Ho, the sole-proprietor of Linsan. Linsan agreed on minimum modelling services rates with the other Parties. Linsan was involved in the single continuous price fixing agreement.
358. Linsan’s financial year is from 1 January to 31 December. Linsan’s relevant turnover figures for modelling services for the financial year ending 31 December 2009 was \$[~~ⓧ~~], which are half of the total relevant turnover of Electra and Linsan³⁸⁹.
359. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above and fixed the starting point

³⁸⁸ Joint written representations from Impact (and other Parties) of 19 July 2011, and enclosed documents in the said representations

³⁸⁹ Information provided by Renee Lim, Electra Management on 10 December 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010

for Linsan at [%] of relevant turnover. The base amount for Linsan is therefore \$[%].

360. Adjustment for duration: Linsan was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[%].
361. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Linsan's sole-proprietor, namely Colin Ho in the infringements to be an aggravating factor and increases the penalty by [%]. CCS considers that Linsan and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [%] for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [%] to \$[%].
362. Adjustment for other factors: This is half of the total profit of Electra and Linsan. CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached, after adjustment for duration, is a significant sum in relation to Linsan to act as an effective deterrent to Linsan and to other undertakings which may consider engaging in price-fixing agreements, and CCS will not make further adjustments to the penalty for this stage.
363. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for Linsan is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[%] x 3, i.e. \$[%]. The financial penalty i.e. \$5,351 does not exceed 10% of this figure, i.e. \$[%].
364. CCS has already concluded that, based on the analysis in paragraphs 342 – 344 above, Linsan and Electra are not a SEE.
365. Representations by Linsan on penalty: Linsan argued that the relevant turnover should exclude amounts received by Linsan for and on behalf of the model. For the reasons set out in paragraphs 272 - 276, CCS does not agree with such representations. Linsan also argued that CCS should consider the character of the modelling industry in Singapore as one of "high turnover but low profit" and that the financial penalty imposed will

lead to hardship. CCS notes that it has already considered the financial position of Linsan (paragraph 362); further, for the reasons set out in paragraphs 290 - 294, CCS does not agree with these representations.

366. However, in view of Linsan's representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [%]. CCS therefore imposes a final penalty of \$5,351 for Linsan.

K. Penalty for Looque

367. Starting point: Looque was a member of the AMIP from its inception and it was represented on the Executive Committee by Calvin Cheng, who was AMIP President from its inception. Looque discussed and agreed on minimum modelling services rates with the other Parties. Looque was involved in the single continuous price fixing agreement.
368. Looque's financial year is 1 January to 31 December. Looque's relevant turnover figures for modelling services for the financial year ending June 2009 was \$[.].
369. CCS has analysed its findings regarding the seriousness of the infringements in accordance with paragraphs 252 - 265 above and fixed the starting point for Looque at [%] of relevant turnover. The base amount for Looque is therefore \$[.].
370. Adjustment for duration: Looque was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[.].
371. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Looque's director and shareholder, namely Calvin Cheng, as a central figure in the infringing activities of the Parties. Calvin Cheng had given instructions to the Parties on how to mask the fact that this was a collective action on the part of the Parties raise rates so as to avoid attracting attention and complaints. In view of this, CCS considers all these as aggravating factors and increases the penalty by [%]. At the same time, CCS considers that Looque and its representatives were, on the whole, cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [%] for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been adjusted by [%] to \$[.].

372. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is a significant sum in relation to Looque to act as an effective deterrent to Looque and to other undertakings which may consider engaging in price-fixing agreements and CCS will not make further adjustments to the penalty for this stage.
373. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business in Singapore for each year of the infringement, up to a maximum of 3 years. The length of infringement for Looque is 3.5 years, so that the turnover for the purposes of section 69(4) is \$[~~31,241~~] x 3, i.e. \$[~~93,723~~]. The financial penalty, i.e. \$31,241 does not exceed 10% of this figure, i.e. \$[~~93,723~~].
374. Representations by Looque on penalty: Looque argued that the relevant turnover should exclude amounts received by Looque for and on behalf of the model. For the reasons set out in paragraphs 272 - 276, CCS does not agree with such representations. Looque also argued that CCS should consider the character of the modelling industry in Singapore as one of “high turnover but low profit” and that the financial penalty imposed will lead to hardship. CCS notes that it has already considered the financial position of Looque (paragraph 372); further, for the reasons set out in paragraphs 290 - 294, CCS does not agree with these representations. CCS therefore makes no adjustment to the final penalty amount for Looque.
375. Looque further submitted that it was unfair for CCS to characterise the involvement of Calvin Cheng as one of the two “central figures” and playing a “central role”, and that such characterisation would be damaging to Calvin Cheng’s reputation and credibility as a Nominated Member of Parliament. Looque submitted that Bees Work, Diva, Electra, Impact, Linsan and Quest were equally active. Consequently, Looque argued that it was unfair both to Calvin Cheng and to Looque impose an aggravating factor uplift for Looque.
376. CCS finds that there is sufficient evidence that Calvin Cheng played a central role in coordinating the infringing conduct. He was an active President of the AMIP, and the other Parties looked to him for advice and direction. CCS will therefore retain the uplift for aggravating factors.
377. As for mitigating factors, CCS has considered Looque’s representations and the circumstances of the case, and CCS increases the reduction in

penalty for cooperation to [~~8~~]%. CCS therefore imposes a final penalty of \$31,241 for Looque.

L. Penalty for Mannequin

378. Starting point: Mannequin was a member of the AMIP from its inception, until 2 June 2006. It was represented on the Executive Committee by Sera Fong, who was the Treasurer of the AMIP until 2 June 2006. Mannequin was involved in the single continuous price fixing agreement.
379. Mannequin ceased to be an AMIP member on 2 June 2006, when Sera Fong tendered her resignation as AMIP treasurer³⁹⁰. Mannequin also stopped attending AMIP gatherings³⁹¹ and meetings. The AMIP also appears to have accepted that Mannequin was no longer part of the AMIP and of the cartel³⁹². Mui Chen was voted in as Treasurer on 17 January 2007³⁹³. CCS thus considers that there is sufficient evidence to show that Mannequin ceased to be part of the single continuous infringing agreement after 2 June 2006.
380. For Mannequin, CCS considers that the *Competition (Transitional Provisions for Section 34 Prohibition) Regulations*³⁹⁴ apply as the agreement was made before 31 July 2005, and the infringing conduct by Mannequin ended on 2 June 2006 which is within the transitional period stipulated in the *Transitional Provisions Regulations* (1 January 2006 to 30 June 2006). Consequently, no penalty is imposed on Mannequin³⁹⁵.

M. Penalty for Phantom

381. Starting point: Phantom was a member of the AMIP from its inception, and was represented on the Executive Committee by Vivian Lim, a director of Phantom, during the period of infringement. Phantom discussed and

³⁹⁰ Answer to Question 52 of Fong Lai Yee's Note of Information / Explanation provided on 4 Aug 2009.

³⁹¹ Answer to Question 51 of Fong Lai Yee's Note of Information / Explanation provided on 4 Aug 2009 - Mannequin did not attend AMIP gatherings after the Chinese New Year dinner in 2006.

³⁹² On 8 Jun 2006, Bhak Yap sent an email to Calvin Cheng to check if the latter had received Sera's resignation letter. In the same email, Bhak also wrote that Sera wanted Bhak to remove Mannequin's logo from AMIP website. And on the same day, Calvin replied to Bhak to remove Mannequin's logo from AMIP website. (8 Jun 2006 email at 12.04am "Mannequin Studio's Resignation" Exhibit BY-094, from Bhak Yap to Calvin Cheng). Mannequin also taken off AMIP circulation list - see 1 Aug 2006 email at 12.55pm "Standardized List for Media" Exhibit BY-072, from Bhak Yap to AMIP members)

³⁹³ 18 Jan 2007 email at 12.36am "AMIP Meeting Minutes - 17 January 2007" Exhibit BY-001, from Bhak Yap to AMIP members

³⁹⁴ See regulation 3(1)(a) of the *Competition (Transitional Provisions for Section 34 Prohibition) Regulations*.

³⁹⁵ In a letter dated 27 June 2011, Mannequin stated that it was not making any representations on CCS' proposed Infringement Decision.

agreed on minimum modelling services rates with the other Parties. Phantom was involved in the single continuous price fixing agreement.

382. Phantom's financial year is from 1 July to 30 June. Phantom's relevant turnover figures for modelling services for the financial year ending 30 June 2010 was \$[REDACTED]³⁹⁶.
383. CCS has analysed its findings regarding the seriousness of the infringement in accordance with paragraphs 252 - 265 above and fixed the starting point for Phantom at [REDACTED]% of relevant turnover. The base amount for Phantom is therefore \$[REDACTED].
384. Adjustment for duration: Phantom was a party to the single continuous price fixing agreement from 1 January 2006 to 17 July 2009, a period of 3 years 6 months and 17 days. As stated above at paragraph 279, CCS will round down the duration to 3.5 years. Applying this multiple of 3.5 years to the base amount, the amount of penalty becomes \$[REDACTED].
385. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Phantom's director and shareholder, namely Vivian Lim, in the infringements to be an aggravating factor and increases the penalty by [REDACTED]%. CCS considers that Phantom and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [REDACTED]% for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been reduced by [REDACTED]% to \$[REDACTED].
386. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is a significant sum in relation to Phantom to act as an effective deterrent to Phantom and to other undertakings which may consider engaging in price-fixing agreements and CCS will not make further adjustments to the penalty for this stage.
387. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10% of the turnover of the business of in Singapore for each year of infringement, up to a maximum of 3 years. The length of infringement for Phantom is 3.5 years, so that the turnover for the purposes of section 69(4)

³⁹⁶ Information provided by Phantom Management Pte Ltd on 18 November 2010 pursuant to the section 63 Notice issued by CCS dated 13 October 2010, and responses to further clarifications at oral representations, dated 18 August 2011

is \$[X] x 3, i.e. \$[X]. The financial penalty i.e. \$53,827 does not exceed 10% of this figure, i.e. \$[X].

388. Representations by Phantom on penalty: Phantom made several representations on penalty. Firstly, Phantom submits that CCS had applied too high a starting point percentage because (a) the Parties' market share is over-represented as CCS had failed to consider the market share of other undertakings that were in the market in 2009 and (b) the conduct of the Parties were completely open and without attempt at concealment. As regards market share, CCS notes that the re-computed market share is only reduced to [X]%. CCS also does not agree that the conduct of the Parties is altogether open. From its analysis of the evidence, CCS finds that the discussions were confined within the Parties, that some lists were kept internal, and that there were attempts by the Parties to make their conduct look like price recommendations. For these reasons, CCS does not find sufficient reasons to adjust the starting point percentage.
389. Secondly, Phantom submitted that CCS should take Phantom's 2009 financial year figures for the starting amount of the relevant turnover. Phantom argued that CCS is not bound by its Guidelines on Penalties³⁹⁷ to use the figures of the financial year before CCS' decision on the infringement. Phantom pointed out that CCS had used the 2009 financial year figures for Diva, which had the same financial year as Phantom (i.e. ending in 30 June 2009), and that it was "penalised" for making the extra effort to get the audited 2010 financial year figures submitted to CCS. CCS notes that there is a reasonable expectation that undertakings would expect CCS to use and apply the Guidelines, and that therefore there should be good reasons to compel CCS to depart from the Guidelines³⁹⁸. Following the procedure in the Guidelines, CCS had requested for audited financial statements of the year before the proposed infringement decision. Insofar as audited statements are available, CCS would use the figures of the business year preceding the date on which the decision of CCS was taken, and if the figures are not available for that business year, CCS would take the figures for the year immediately preceding it. Where there are no audited statements available (e.g. undertaking not required to produce

³⁹⁷ CCS Guidelines on Penalties paragraph 2.5 states that "The business year, for this purpose, will be the one preceding the date on which the decision of the CCS is taken or, if the figures are not available for the business year, the one immediately preceding it."

³⁹⁸In *Argos Ltd and Littlewoods Ltd v OFT* and *JJB Sports plc v OFT* the UK Court of Appeal held that although the OFT's Guidance as to the Appropriate Amount of Penalty (the equivalent of CCS Guidelines on the Appropriate Amount of Penalty) are not binding on the OFT, the OFT must give reasons for any significant departure from them. In *Konsortium Express & Ors v. CCS, Appeals No.s 1 & 2 of 2009*, the CAB said that it would have regard to the Penalty Guidelines where appropriate in reaching its conclusion unless it was shown that the Penalty Guidelines are wrong or that the CCS has erroneously applied them.

audited statements), CCS will similarly use the figures of the business year preceding the date of the CCS' decision and, if these are not available, the figures of the year immediately preceding it. In this case, CCS finds no good reason to depart from the Guidelines.

390. Thirdly, Phantom submitted that the relevant turnover should not include (a) the fee paid to the model, mother agency or scout (about [X]) (b) revenue from child and talent jobs and loading fees on the basis that there was no agreement on these rates and (c) "miscellaneous" revenue from various sources including "hair styling sessions, portfolio charges, cancellation fees, model's fees forfeited (for breach of contract), in-house modelling, voice over and hosting". Phantom argued that for fashion shows, the infringing conduct as a one-off event for a particular show, and argues that the evidence for conduct after 1 January 2006 does not show continuation of the infringing conduct or agreement. Consequently Phantom argued that the infringing conduct had ceased within the "transitional period" and it should thus not suffer any penalty.
391. On the evidence before it, CCS has found a single continuous infringement by Phantom and the other Parties³⁹⁹, and CCS therefore does not agree with Phantom's submission that the infringing conduct was one-off, and had ceased before the end of the transitional period. For the same reasons, CCS also does not agree that there was no agreement on child and talent jobs and loading fees. CCS consequently does not agree that the *Transitional Provisional Regulations* apply to Phantom. CCS has earlier noted (in paragraph 44) the CAB's finding in *Konsortium Express & Ors v. CCS, Appeals No.s 1 & 2 of 2009*, which is that once CCS has established the infringing act, the presumption then arises that the act continues to remain in existence unless there are circumstances indicating to the contrary.
392. For the reasons earlier stated in paragraphs 272 - 276, CCS does not agree that the relevant turnover should exclude the fee paid to the model, mother agency or scout. The same reasons apply to the so-called "miscellaneous" revenue from cancellation fees (from clients) and forfeiture fees (from models) as both are reflection of the principal character of the modelling agencies relationship with the clients and of the business risks they bear. As regards the other types of "miscellaneous" revenue, CCS is of the view that these services, with the exception of "voice overs", fall within the product market described in paragraphs 47 - 51, and 56. CCS accordingly adjusts the starting amount of the relevant turnover to exclude "voice overs", to \$[X]⁴⁰⁰.

³⁹⁹ See earlier paragraphs 203 - 222.

⁴⁰⁰ Responses to further clarifications at oral representations, dated 18 August 2011.

393. Furthermore, in view of Phantom’s representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [~~8~~]~~%~~. CCS thus imposes a financial penalty of \$53,827 on Phantom.

N. Penalty for Quest

394. Change in legal structure of undertaking: CCS notes that Quest Model Management converted to a limited liability partnership (LLP) on 10 May 2007, and that it further changed its name to Quest Models LLP on 11 August 2009. Quest Models LLP was struck off the register on 15 Jan 2010. However, as the period of infringement is from 1 January 2006 to 22 July 2008, the liability of Quest Models LLP – which only took effect on 11 August 2009 – is not in issue.

395. Under the Limited Liability Partnership Act (“LLPA”)⁴⁰¹, a firm that converts to a LLP will have all its assets, businesses and undertakings vested in the new LLP. The new LLP will also assume all the liabilities and obligations of the firm subsisting at the time. Although upon the effective conversion of a partnership to an LLP, the entity becomes one of limited liability, each partner of the previous partnership remains personally liable for the liabilities and obligations of that partnership which were incurred or transacted prior to the conversion.⁴⁰² In other words, the partners of the previous partnership and the new LLP will be “jointly and severally” liable for the liabilities of the previous partnership. CCS however notes that where the obligation is incurred by an LLP, the partners of an LLP are not personally liable the LLP’s obligation, and the liabilities of the LLP are to be met out of the property of the LLP.⁴⁰³

396. Therefore for liabilities incurred by Quest Model Management up until 10 May 2007, the partners of Quest Model Management, and Quest Model Management LLP itself, are jointly and severally liable. For liabilities incurred for the period of infringement from 10 May 2007 to 22 July 2008, the LLP is liable. In any event, the term “Quest” is used to collectively refer to the liabilities incurred by Quest Model Management and Quest Model Management LLP.

397. Starting point: Quest was a member of the AMIP from the AMIP’s inception until it terminated its membership on 22 July 2008. Quest was represented on the Executive Committee by Yap Huey Ching Bhaktananda (Bhak Yap), who was also AMIP’s Secretary from its inception.

⁴⁰¹ Paragraph 6, 2nd Schedule of the LLPA

⁴⁰² Paragraph 15, 2nd Schedule, LLPA.

⁴⁰³ Section 8(5), LLPA.

398. Quest submitted figures for the financial year from 1 January to 31 December. Quest's relevant turnover figures for modelling services for the financial year ending December 2008 was \$[REDACTED].
399. CCS has analysed its findings regarding the seriousness of the infringements in accordance with paragraphs 252 - 265 above and fixed the starting point for Quest at [REDACTED]% of relevant turnover. The base amount for Quest is therefore \$[REDACTED].
400. Adjustment for duration: CCS notes that Bhak Yap formally tendered his resignation as AMIP Secretary sometime in mid-2008 and Quest terminated its AMIP membership on 22 July 2008. As Quest ceased attending or participating in the AMIP after termination of its membership, CCS considers that Quest ceased to be part of the single continuous infringing agreement after 22 July 2008.
401. Quest was a party to the single continuous price fixing agreement from 1 January 2006 to 22 July 2008, a period of 2 years 6 months and 22 days. As stated above at paragraph 279, CCS will round down the duration to 2.5 years. Applying this multiple of 2.5 years to the base amount, the amount of penalty becomes \$[REDACTED].
402. Adjustment for aggravating and mitigating factors: CCS considers the involvement of Quest's partner, namely Bhak Yap, in the infringements to be an aggravating factor. Furthermore, from its analysis of the evidence, CCS considers that Bhak Yap played a crucial role in setting up the AMIP, coordinating and keeping the Parties updated on the infringing activities. CCS thus increases the penalty for Quest by [REDACTED]%. CCS considers that Quest's and its representatives were cooperative in replying to CCS' request for documents via the section 63 notices and during the subsequent interviews. Accordingly, CCS reduces the penalty by [REDACTED]% for co-operation. After taking into account the aggravating and mitigating factors, the penalty has been adjusted by [REDACTED]% to \$[REDACTED].
403. Adjustment for other factors: CCS is mindful that the financial penalty to be imposed should be commensurate with the financial position of the undertaking. CCS is of the view that the figure reached after adjustment for duration is not a significant sum in relation to Quest to act as an effective deterrent to Quest and to other undertakings which may consider engaging in price-fixing agreements. CCS thus adjusts the penalty to \$[REDACTED].
404. Adjustment to prevent maximum penalty being exceeded: The final amount of any penalty imposed under section 69(4) may not exceed 10%

of the turnover of the business in Singapore for each year of the infringement, up to a maximum of 3 years. The length of infringement for Quest is 2.5 years, so that the turnover for the purposes of section 69(4) is \$[X] x 2.5, i.e. \$[X]. The financial penalty, i.e. \$3,000 does not exceed 10% of this figure, i.e. \$[X].

405. Taking into account the various adjustment factors, CCS finds that the final penalty of \$3,000 attributable to Quest will be a sufficiently effective deterrent sum.
406. Representations by Quest on penalty: Quest argued that the relevant turnover should exclude amounts received by Quest for and on behalf of the model. For the reasons stated in paragraphs 272 - 276, CCS does not agree with such representations. Quest further submitted that several non-modelling services, in particular choreography and drama should be excluded from relevant turnover⁴⁰⁴. CCS has considered each of the services and is of the view that choreography and drama are non-modelling services and therefore do not fall within the relevant product market. Accordingly the base amount for Quest is therefore revised to \$[X].
407. Quest also argued that CCS should consider the character of the modelling industry in Singapore as one of “high turnover but low profit” and that the financial penalty will lead to hardship. CCS notes that it has already considered Quest’s financial position (paragraph 403); further, for the reasons stated in paragraphs 290 - 294, CCS does not agree with these representations. Nonetheless, in view of Quest’s representations and the circumstances of the case, CCS increases the reduction in penalty for cooperation to [X]%.
408. CCS notes that Quest no longer exists as a legal entity, but that for the time that it was a partnership (i.e. 1 Jan 2006 – 10 May 2007), its partners remained jointly and severally liable. For this period of infringement, i.e. 1 year 4 months 10 days (1.35 years), the amount of penalty is \$[X]. After adjustment for aggravating and mitigating factors, the amount is \$[X].
409. After adjusting the starting amount relevant turnover and the reduction for cooperation, and also taking into account the duration for which the partners of the unlimited partnership remains liable, CCS is of the view, that the amount of \$3,000 remains appropriate and sufficient for Quest.

⁴⁰⁴ Joint written representations from Quest (and other Parties) of 19 July 2011, and enclosed documents in the said representations

O. Conclusion on penalties

410. In conclusion, CCS proposes, pursuant to section 69(2)(d) of the Act, to impose the following financial penalties on the Parties if it makes a decision that the section 34 prohibition has been infringed:

Party	Financial Penalty
Ave	\$ 132,315
Bees Work	\$ 44,112
Catworkz	\$ 3,000
Diva	\$72,891
Electra	\$5,351
Impact	\$10,508
Linsan	\$5,351
Looque	\$31,241
Mannequin	N.A.
Phantom	\$ 53,827
Quest	\$ 3,000
Total	\$ 361,596

411. All Parties (save Mannequin) must pay their respective penalties to the Commission by no later than 5 p.m. on 25 January 2012. If any of the Parties fail to pay the penalty within the deadline specified above, and no appeal within the meaning of the Act against the imposition or the amount, of a financial penalty, has been brought or such appeal has been unsuccessful, the Commission may apply to register the direction to pay the penalty in a District Court. Upon registration, the direction shall have the same force and effect as an order originally obtained in a District Court and can be executed and enforced accordingly.



Toh Han Li
Acting Chief Executive
Competition Commission of Singapore

Annex A**Interviews conducted in July 2009**

Party / Company	Name of Personnel	Designation	Date(s) of interviews	In Attendance
Ave	Chuan Do	Director	28 Jul 2009	Richard Lam of Wong and Leow, LLC
Bees Work	Christine Ty	Director	15 Jul 2009 22 Jul 2009	Nil
Catworkz	Chris Lee	Director	4 Aug 2009	Nil
Diva	Rowena Foo	Director	15 Jul 2009 23 Jul 2009	Nil
Electra	Wan Ying	Sole Proprietor	28 Jul 2009	Nil
Impact	Mui Chen	Manager	28 Jul 2009	Nil
	Tan Thiam Poh	Sole Proprietor	28 Jul 2009	Nil
Linsan	Colin Ho	Director	15 Jul 2009	Nil
			22 Jul 2009	Nil
Looque	Chris Swee	General Manager	13 Aug 2009	Nil
Looque	Calvin Cheng	Looque Director	15 Jul 2009 13 Aug 2009	Nil
Mannequin	Sera Fong	Director	4 Aug 2009	Nil
Phantom	Vivian Lim	Director	16 Jul 2009	Lisa Chong Soo Chuan of Lisa Chong and Partners
Quest	Bhak Yap	Director	5 Aug 2009	Nil

Recommended Rate Guideline for Fashion Shows

Dear Valued Clients

We welcome you to the official website of the Association of Modelling Industry Professionals (Singapore)!

AMIP's objectives are to increase the professionalism, standard and quality of the modelling industry, and as a result work towards making Singapore a fashion capital of the world.

In order to achieve these aims, AMIP will embark on a series of market studies to (1) Benchmark quality of service and industry standards with international best practices (2) Benchmark price guidelines with comparison to regional and international markets.

We have since completed (1) and have published a code of conduct on our website at **www.amip.sg**.

As regards to (2), we have completed our studies on the rates of **fashion shows**.

We have concluded that:

(1) Prices here are too low to attract top international runway talent. We are losing a lot of talent to Hong Kong and Shanghai whose runway rates can be 2 to 5 times Singapore's.

(2) Prices are too low to attract top regional talent. Models from China, Thailand, Japan, Korea amongst others command more in their home countries, often Third World countries, than in Singapore.

As a result, we are unable to provide high-quality models to the runway shows here in Singapore, which in turn lower the standard of the fashion shows here.

In addition, we are unable to cultivate a good cohort of local runway models as they are not able to obtain a respectable and regular income.

All these factors will hamper Singapore's efforts to be a fashion capital, and prevent Singapore modelling agencies from competing regionally and internationally.

We therefore would like to recommend that as of **1st May 2005**, members of AMIP should take into serious consideration our guideline that rates for **fashion shows** should be **S\$400 per model per show**. This will allow Singapore to attract top runway talent to Singapore and thereby increase the standard of fashion shows produced here. It will also stop us from losing top talent to our regional competitors in Hong Kong, Shanghai, etc.

We will in the meantime continue to collect data in order to best publish market guidelines to help Singapore's fashion and modelling industry remain globally competitive.

Thank you.

Yours sincerely
THE EXECUTIVE COMMITTEE
AMIP (Singapore)

Recommended Rate Guideline for Editorials

Dear Valued Clients

The Association of Modelling Industry Professionals (Singapore) was recently formed. AMIP's objectives are to increase the professionalism, standard and quality of the modelling industry, and as a result work towards making Singapore a fashion hub in the region.

In order to achieve these aims, AMIP will embark on a series of market studies to (1) Benchmark quality of service and industry standards with international best practices (2) Benchmark price guidelines with comparison to regional and international markets.

We have since completed (1) and have published a code of conduct on our website at www.amip.sg.

As regards to (2), we completed our studies on the rates of fashion shows and have issued new recommended rate guidelines to our members.

We have recently completed our benchmarking for **editorial rates for monthly publications** and are recommending a slight increase to our member agencies.

As of **1st May 2005**, our recommended rates for editorials are:

- **S\$200 for a half-day booking** and **S\$400 for a full-day booking**, excluding website loading; **S\$300 and S\$500** respectively inclusive of website loading
- **S\$450 for cover page** for a half-day booking, excluding website loading; **S\$550** including website loading. If editorial is included with cover page, the editorial rates as stated above shall apply on top of the cover page rate

If you need further assistance, please do not hesitate to email us at enquiry@amip.sg or contact any of our member agencies. The member agencies of AMIP look forward to having your continued support as we strive to re-vitalize the modeling industry of Singapore.

Thank you.

Yours sincerely
THE EXECUTIVE COMMITTEE
AMIP (Singapore)

Recommended Rate Guideline for Advertorials

Dear Valued Clients

The Association of Modelling Industry Professionals (Singapore) was recently formed. AMIP's objectives are to increase the professionalism, standard and quality of the modelling industry, and as a result work towards making Singapore a fashion hub in the region.

In order to achieve these aims, AMIP will embark on a series of market studies to (1) Benchmark quality of service and industry standards with international best practices (2) Benchmark price guidelines with comparison to regional and international markets.

We have since completed (1) and have published a code of conduct on our website at **www.amip.sg**.

As regards to (2), we completed our studies on the rates of editorials and have issued new recommended rate guidelines to our members.

We have recently completed our benchmarking for **advertorial rates** and are recommending an increase to our member agencies.

As of **15th July 2005**, our recommended rates for advertorials are **S\$600 for a half-day booking** and **S\$1,200 for a full-day booking**, excluding website loading, for one year usage period. An additional 50% of the rate will be imposed for lingerie and swimwear shoots.

If you need further assistance, please do not hesitate to email us at **enquiry@amip.sg** or contact any of our member agencies. The member agencies of AMIP look forward to having your continued support as we strive to re-vitalize the modeling industry of Singapore.

Thank you.

Yours sincerely
THE EXECUTIVE COMMITTEE
AMIP (Singapore)

ANNEX E



AMIP Singapore <amip.sg@gmail.com>

RATE SHEETS FOR TALENTS (Private & Confidential)

1 message

AMIP (Singapore) <amip.sg@gmail.com> Thu, May 5, 2005 at 12:31 AM

Reply-To: "AMIP (Singapore)" <amip.sg@gmail.com>

To: Ave Management - Chuan Do Tan <chuando@avemanagement.com>, "Ave Management - Jimmy Lim (Asst Entertainment Exec)" <jimmy@avemanagement.com>, "Bees Work Casting - Christine Ty (Asst Treasurer)" <beeswork@singnet.com.sg>, Catworkz International - Chris Lee <chris.lee@catworkz.org>, "Diva Models - Rowena Foo (Entertainment Executive)" <rowena@divamodels.com.sg>, Electra Management - Renee Lim <renee@electramanagement.com>, Impact Models - Paul Tan <paul@impactmodels.com>, Impact Models Studio - Mui Chen <mui@impactmodels.com>, Linsan Models - Colin Ho <agent@linsanmodels.com>, Looque Models - Amanda Dybdahl <amanda@looque.com.sg>, "Looque Models - Calvin Cheng (President)" <calvin@looque.tv>, "Mannequin Studio - Sera Fong (Treasurer)" <mstudio@singnet.com.sg>, "Phantom Models - Vivian Lim (Vice-President)" <vivian@phantom.com.sg>, "Quest Model Management - Bhak Yap (Secretary)" <bhaktayap@quest-models.com>

Dear Member

Greetings...

Attached are copies of the talent rate sheets for your approval and reference. These rates were discussed amongst Impact, Bees Work, Linsan, Electra, Catworkz and Quest about two months ago. Included also are the model rate sheets for fashion shows, editorials, exhibitions and product launches.

We would appreciate if you could kindly go through them and let us know within the **next three days** if there are any other amendments to be made or additional information to input. If we don't hear from any member by **7th May**, we would deem the rates as approved.

Mannequin, Ave, Looque, Phantom and Diva had also met up to discuss about the model rates about two months back. Could we also have that complete list?

Please note that the talent rate sheets are for reference only as it is difficult to implement a standard guideline. These are minimum rates to quote and it is up to member agencies to quote higher rates if possible. The best option for now is to contact each other as and when necessary if clients call and give extremely low budget jobs.

On another note, I am still waiting for your submission of the terms and conditions for print ad and TV commercial bookings. I need to compile them soon and a draft copy will be emailed to you. We need to send it to the ad agencies and production houses before 1st June, 2005. Can I have them by 9th May please?

Document marked as PM-042 Date: 21/7/05
 Provided by Bhak Yap Signature [Signature]
 Received by [Signature] Signature [Signature]

Last but not least, I would like to thank Mui of Impact Models who has kindly volunteered to consolidate and typed the talent rate sheets for us. It really made my job easier. Appreciate it and well done!

If you need further clarification, please do not hesitate to email or contact me on my mobile at

Thank you for your kind attention!






Regards
BHAK YAP
Secretary
AMIP (Singapore)

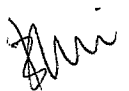
www.amip.sg

[IMPORTANT NOTICE]

The information contained in this communication is confidential and is intended solely or the use of the individual or entity to whom it is addressed. You should not copy, disclose or distribute this communication without the authority of AMIP. AMIP is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt. AMIP does not guarantee that the integrity of this communication has been maintained nor that the communication is free of viruses, interceptions or interference. If you are not the intended recipient of this communication please return the communication to the sender and delete and destroy all copies. Thank you.

5 attachments

-  **Dept Stores & Exhibition Rates Talents - AMIP.doc**
27K
-  **Fashion Shows - AMIP.doc**
27K
-  **Loading Fees Talents - AMIP.doc**
39K
-  **Magazines Rates Talents- AMIP.doc**
33K
-  **Advertisement Talents Rates - AMIP.doc**
32K





Departmental Stores / Shopping Malls

Talent's Rate

Shoot Fees

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

200 180 600 1200

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

180 150 500 900

***Minimum Booking 2 hours**

***Covers Press & Magazine Advertisement**

***+ 50% for lingerie / swimwear**

***+100% for seminude**

***+200% for nude**

Event - Exhibition

Talent's Rate

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

100 80 300 600

Bikini Top 1st Hr Sub Hr 1/2 Day Full Day

150 100 400 800

Full Bikini 1st Hr Sub Hr 1/2 Day Full Day

200 150 500 900

*** Minimum Booking 2 hours**

***Product Training \$50 per hour**

amip

Product Launch

Talent's Rate

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

200 150 500 900

Bikini Top 1st Hr Sub Hr 1/2 Day Full Day

250 180 750 1400

Full Bikini 1st Hr Sub Hr 1/2 Day Full Day

300 200 850 1600

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

150 120 400 700

*** Minimum Booking 2 hours**

***Product Training \$50 per hour**



Shows

Model's Rate

Fashion Show

Per Show

Adult Model's Fees 400

Child Model's Fees 250

Bridal Show

Per Show

Adult Model's Fees 450

Child Model's Fees 250

Principal Show

Per Show

Adult Model's Fees 600

Child Model's Fees 400

International Brand Show

Per Show

A handwritten signature in black ink, located in the bottom right corner of the page.

Adult Model's Fees 700

Child Model's Fees 500

Lingerie/Swimwear Show

Per Show

Adult Model's Fees 700

Hair Show

Per Show

Styling / Colour 500

Cut / Color 700



Loading Fees

Talent's Rate

Loading Fees - One media in Singapore for one year usage

One media in Other Countries for one year usage

One media in Singapore / Other Countries 2nd year usage

Electronic Media

Above the Line

TV Commercial+ 500 for all channels in Mediacorp

StarHub Cables 1000 for all channels in StarHub Cables

Cable Channel 500 per channel

TV Mobile 500 for all transit – Bus, Cab & MRT

Cinema 500

Video Wall 1000 for all video walls in Singapore

Website 1500

3G Mini Drama 1000

Below the Line

E-mail Blast 300 3 G 500

Q Video 300 ATM Tellar 300

In-House Video 500

In-Store Video 500

In-Flight Video	500
Corporate Video (internal)	300
Corporate Video (outdoor)	500

Package 5000 all electronic media exclude website
(actual cost – 8'500)

*Medium defines as categories of media (e.g. above the line, points of sales or outdoor ad)

+Free To Air Channels – applicable for airing in Singapore only (e.g. MediaCorp)

++Terrestrial Channels – refers to Free To Air Channels (satellites types e.g. Medicorp, Kids Central etc)

+++Regional Channels – refers to Channels that shared with same Station (e.g. HBO, StarTV, CNN, CNBC, BBC, Channel News Asia, etc)

amip

Loading Fees

Print Media

Above the Line

Mass Print Ad Outdoor Print Ad

Electronic Posters	500	Billboard	500
Light Box – Dura Trans	500	Building Banner	800
Posters – Retail Stores	500	Life Size Standee	500
Magazine Advertisement	400	Phone Booth	400

Mural 800 Posters – Tunnels 400
 Press Advertisement 400 Vending Machines 400
 Press & Magazines 500 Hoardings 500
 Window / Lift Decals 500

Transit Print

Airport Dura Trans 500 MRT In-Train Panel 300
 Bus Panel – Interior 300 MRT Station Dura Trans 500
 Bus Panel – Exterior 500 MRT Train Wholly Painted 800
 Bus Terminal Dura Trans 500 Taxi Decals on Bumper 300
 Bus Stop Dura Trans 500 Taxi In-Cabin Ad 300
 Bus Wholly Painted 800 Taxi Top Dura Trans 400
 Car Park Dura Trans 400 Taxi Wholly Painted 800
 Van Wholly Painted 500

Package 8000 all above the line print media

(actual cost – 14'400)



Loading Fees

Print Media

Below the Line / Collaterals / Point of Sales

Application Forms 300 Memo pad 300

Backer Board 300 Newsletters 300

Booklet 300 **Packaging Boxes 1500**

Brochures 300 Pamphlets 300

Buntings 300 Phone Card 300

CD Rom 300 Pocket Calendars 300

Calendars 300 Post Cards 300

Courier Bag 300 Sample Prints 300

Decals 300 Shelf Talkers 300

Direct Mailers Pack 300 Shopping Bags 300

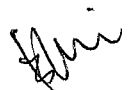
Envelope 300 Standees 300

File Labels 300 Stickers 300

Flyers 300 T-Shirt 300

Hanging Mobiles 300 Table Standees 300

Hanging Tags 300 Take One 300



Header Board 300 Transit Card 300

In House Poster 400 User Guide 300

Leaflets 300 Wobblier 300

Letters 300 Zo Card 300

Package 7000 all below the line print media

(actual cost – 12'700)

1500 for Point of Sales

**Package \$10,000 ALL Print Media exclude
website & packaging**



Loading – Stills & Filming

Talent's Rate

Loading Fees – Package for Other media in Other Countries for a period
usage

One Year Usage on:- 2nd Year / Sub Year

One Media in

- One Region \$ 3,000 50% of loading fees
- One Continent \$ 5,000

- Asia-Pac \$ 7,000
- World Wide \$10,000

All Electronic Media in

- One Country \$ 5,000
- One Region \$ 7,000
- One Continent \$10,000
- Asia-Pac \$12,000
- World Wide \$15,000

All Print Media in

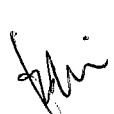
- One Country \$10,000
- One Region \$12,000
- One Continent \$15,000
- Asia-Pac \$18,000
- World Wide \$20,000

All Media in

- One Country \$15,000
- One Region \$17,000
- One Continent \$20,000
- Asia-Pac \$22,000
- World Wide \$25,000

****exclude website & packaging***

****able to make down max 30%***





Loading – Stills & Filming

Model's Rate

Maximum 3 years Usage on :-

One Media in

- One Country \$ 5,000
- One Region \$10,000
- One Continent \$20,000
- Asia-Pac \$22,000
- World Wide \$25,000

All Electronic Media in

- One Country \$10,000
- One Region \$15,000
- One Continent \$20,000
- Asia-Pac \$25,000
- World Wide \$30,000

All Print Media in

- One Country \$15,000
- One Region \$20,000
- One Continent \$25,000
- Asia-Pac \$30,000
- World Wide \$35,000

All Media

- One Country \$20,000
- One Region \$25,000
- One Continent \$30,000
- Asia-Pac \$35,000
- World Wide \$40,000

Exclusivity Buy-Out \$15,000

(for a period of one year)

****exclude website & packaging***

****able to make down max 30%***



Magazines

Model's Rate

Magazines – Weekly, Monthly, & Quarterly Issues

Adult Talent's Fees

Editorial 4hrs - 1/2 Day 8hrs – Full Day Loading

Illustration 200 400

Fashion Spread 200 400

Cover Page 450

Advertorial 600 1200

Online Loading 100

Child Model's Fees

Editorial 4hrs - 1/2 Day 8hrs – Full Day Loading

Illustration 200 400

Fashion Spread 200 400

Cover Page 300

Advertorial 400 800

Online Loading 100

For Adult* Only

+50% for lingerie / swimwear

+100% for seminude

+200% for nude



Magazines

Model's Rate

Magazines - Half Yearly & Annually Issues

Adult Talent's Fees

Editorial 4hrs - 1/2 Day 8hrs – Full Day Loading

Fashion Spread 400 800

Cover Page 450

Advertorial 600 1200

Online Loading 200

Child Model's Fees

Ami

Editorial 4hrs - 1/2 Day 8hrs – Full Day Loading

Fashion Spread 250 500

Cover Page 300

Advertorial 400 800

Online Loading 200

For Adult* Only

+50% for lingerie / swimwear

+100% for seminude

+200% for nude

amip

Magazines

Model's Rate

Bar

Shopping Centres Magazines

In-Flight Magazines (Kris Flyer)

Adult Talent's Fees

Editorial **4hrs - 1/2 Day 8hrs – Full Day Loading**

Modelling Fees 400 800

Cover Page (+ M/Fees) 450

Online 200

Child Model's Fees

Editorial **4hrs - 1/2 Day 8hrs – Full Day Loading**

Modelling Fees 250 500

Cover Page (+ M/Fees) 300

Online 200

In-Flight (Kris Shop)

Adult Talent's Fees

4hrs - 1/2 Day 8hrs – Full Day Loading

Editorial 600 1200

Cover Page (+ M/Fees) 450

Online 200

Child Talent's Fees

4hrs - 1/2 Day 8hrs – Full Day Loading

Editorial 400 800

Cover Page (+ M/Fees) 300

Online 200



OK



Advertisement – Stills & Filming

Talent's Rate

Commercial Filming

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

250 200 800 1500

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

200 180 650 1200

Commercial Filming with script

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

300 250 1000 2000

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

250 200 800 1500

***Minimum Booking 2 hours**

***Covers one media (not more than \$500)**

Print Advertisement

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

250 200 700 1400

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

180 150 600 1100

***Minimum Booking 2 hours**

***Covers one media (not more than \$500)**



Advertisement – Stills & Filming

Talent's Rate

Corporate Video

Adult Talent's Fees 1st Hr Sub Hr 1/2 Day Full Day

180 150 600 1200

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

150 120 450 800

With Script

Adult Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

250 200 800 1500

Child Model's Fees 1st Hr Sub Hr 1/2 Day Full Day

200 180 700 1300

***Minimum Booking 2 hours**

***Covers In-House Video usage**

Stock Library Images

Adult Talent's Fees Sub Hr 1/2 Day Full Day

650 2500 4000

Child Model's Fees Sub Hr 1/2 Day Full Day

550 2000 3500

***Minimum Booking 4 hours**

***Covers all media usage, one country for**

a period of 12 months.



Advertisement – Stills & Filming

Talent's Rate

Lingerie / Swimwear – for Adult only

Min booking 2 hours 1st Hr Sub Hr 1/2 Day Full Day

300 250 1000 2000

Semi Nude

Min booking 1/2 Day Sub Hr 1/2 Day Full Day

600 3500 6000

Nude

Min booking 1/2 Day Sub Hr 1/2 Day Full Day

1200 5000 9000

****Covers one media (not more than \$500)***

Hands / Body Parts Modelling

Min booking 2 hours 1st Hr Sub Hr 1/2 Day Full Day

180 150 500 900

Loading Fees for Hands & Body Parts will be charged at additional 10% of the additional media or country usage.

Methodology used to calculate the market share of the Parties.

2009 Market Share estimates			
		Modelling services turnover	Market share
AMIP members			
1	Ave Management Pte. Ltd.	[X]	[X]%
2	Bees Work Casting Pte. Ltd.	[X]	[X]%
3	Catworkz International Pte. Ltd.	[X]	[X]%
4	Diva Models (S) Pte Ltd	[X]	[X]%
5	Impact Models Studio	[X]	[X]%
6	Linsan Models	[X]	[X]%
7	Electra Management Looque Models Singapore Private Ltd.	[X]	[X]%
8	Private Ltd.	[X]	[X]%
10	Phantom Management Pte Ltd	[X]	[X]%
11	Quest Models LLP	[X]	[X]%
Total market share for AMIP		[X]	[X] ⁺
Total estimated market size (2009)		9,332,359	
Non-AMIP			
1	Carrie Models International Pte Ltd	[X]	[X]
2	Create Talents Pte Ltd	[X]	[X]
3	Ezen Talents and Associates	[X]	[X]
4	I Models International	[X]	[X]
5	Jeffrey Chung Models Pte Ltd	[X]	[X]
6	Modelinque Management	[X]	[X]
7	Scout International Pte Ltd	no response*	no response*
8	Shine Models and Talent Agence	[X]	[X]
9	Up Front Models and Production	[X]	[X]
10	Mannequin Studio Pte Ltd (AMIP member until June 06)	[X]	[X]
11	Crossroads Models	[X]	[X]
12	Mediapegs Pte Ltd	[X]	[X]
13	Style House Pte Ltd	[X]	[X]
14	Perspectives Models Pte Ltd	[X]	[X]
15	Zunion Media***	[X]	[X]
16	Urban Modelz	no response**	no response**
17	Shiny Happy People Pte Ltd	no response**	no response**
18	Fly Entertainment Pte Ltd****	NA	NA
19	MediaCorp Studios Pte Ltd****	NA	NA
Total estimated market share for non-AMIP		[X]	[X]%

Legends:

⁺ CCS' market share estimate for 2009 is based on responses to section 63 notices requesting for modelling services turnover from the Parties as well as 18 other non-AMIP modelling agencies. The list of non-AIMP modelling agencies in the industry was compiled based on various sources, including newspaper reports on modelling agencies, online searches on modelling agencies that were still in operation in 2009, and representations made by the Parties. Taking into consideration that the list of non-AMIP agencies obtained was as comprehensive as can be, and further discounting for non-AMIP agencies that may have very small market shares that may not have been captured and three agencies that failed to respond, CCS further rounded down the AMIP market share to [X]% from [X]%.

*Scout International's representative claimed that the company was never active, as soon after it was set up, the economic downturn hit, and now she no longer had an interest in the company.

**Urban Modelz and Shiny Happy People Pte Ltd was unable to submit their financials in time.

***2010 figures were used for Zunion Media instead, as 2009 figures were not submitted in time.

****Fly Entertainment and MediaCorp Studios submitted that they do not deal with models. Based on the description in their respective ACRA records and websites, the CCS is of the view that Fly Entertainment and MediaCorp Studios are not modelling agencies.