

Restraints of trade and dominance in Cyprus: overview

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RESTRAINTS OF TRADE

Scope of rules

1. Are restrictive agreements and practices regulated? If so, what are the substantive provisions and regulatory authority?

Regulatory framework

The Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law) is the applicable legislation in Cyprus governing restrictive agreements and practices.

All agreements between undertakings, decisions by associations of undertakings and concerted practices that have as their object or effect the prevention, restriction or distortion of competition within the national market, are *ab initio* void.

These agreements are particularly defined under section 3(1) of the Competition Law, reflecting Article 101 of the Treaty on the Functioning of the European Union (TFEU), including the following:

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

Regulatory authority

The Competition Law incorporated the provisions of Council Regulation 1/2003 into the national legal order and re-established the Commission for the Protection of Competition, which is the competent body for the enforcement of the legislation (see box, *The regulatory authority*).

2. Do the regulations only apply to formal agreements or can they apply to informal practices?

The Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014, applies to both formal agreements and informal practices.

Exemptions

3. Are there any exemptions? If so, what are the criteria for individual exemption and any applicable block exemptions?

A restrictive agreement, decision or concerted practice is permitted and valid without a prior decision of the Commission of the Protection of Competition (CPC) if it contributes to improving the production or distribution of goods or to promoting technical or economic progress. It must also allow consumers a fair share of the resulting benefit. It must not:

- Impose on the undertakings concerned restrictions that are not indispensable to the attainment of these objectives.
- Give the undertakings the possibility of eliminating competition for a substantial part of the products in question.

The burden of proof lies with the undertaking concerned. The CPC can hold that such a restrictive agreement, decision or concerted practice does not fall under the exemption given by the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law), in which case it is considered void under section 3 of the Competition Law (see *Question 1*).

The Council of Ministers of Cyprus can, by issuing a relevant administrative Act, define block exemptions for specific categories of agreements, decisions or concerted practices. Block exemptions have been issued in relation to the following:

- Agreements on research and development.
- Specialisation agreements.
- Liner shipping company consortia.
- Agreements for the transfer of technology.
- Production or trade in agricultural products.
- Technical co-operation in the field of air transport.
- Agreements, decisions and concerted practices in the road transport industry.
- Maritime transport.
- Certain agreements, decisions and concerted practices in the insurance sector.
- Certain agreements, decisions and concerted practices in the automobile industry.

Provided there is no conflict with an existing block exemption issued by the Council of Ministers, block exemption regulations at an EU level are deemed to be proportionately applicable over agreements, decisions or concerted practices to which the Competition Law applies.

Additionally, Commission Regulation (EU) No. 330/2010 of 20 April 2010 on the application of Article 101(3) of the Treaty on the Functioning of the European Union (TFEU) to categories of vertical agreements and concerted practices, proportionately applies to vertical agreements between an association of undertakings and its members or between such an association and its suppliers.

Exclusions and statutes of limitation

4. Are there any exclusions? Are there statutes of limitation associated with restrictive agreements and practices?

Exclusions

The Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law) does not apply over:

- Agreements relating to wages and terms of employment and working conditions.
- Undertakings entrusted with the operation of services of general economic interest or having the character of state monopoly, in so far as the application of these provisions obstructs the performance in law or in fact of the particular tasks assigned to them by the State.

Agreements or practices between the following are specifically excluded from the prohibition of section 3 of the Competition Law:

- A parent company and its subsidiary company operating as a single economic entity.
- Two or more subsidiary companies that operate as a single economic entity with their parent company.

Statutes of limitation

The Commission of the Protection of Competition (CPC) is barred from imposing fines for statutory infringements following the lapse of:

- Three years for infringements over information requests or the carrying out of investigations.
- Five years for any other infringement of provisions of the Competition Law.

Notification

5. What are the notification requirements for restrictive agreements and practices?

Notification

There is no statutory mechanism for the notification of a restrictive agreement or practice to the Commission of the Protection of Competition (CPC) towards upholding the validity of such agreement or practice. The burden of proof in relation to the validity of a restrictive agreement or practice lies with the undertakings concerned invoking the provisions of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law) as to such validity.

For the notification of a restrictive agreement or practice to the CPC on grounds of infringement of the provisions of the Competition Law, any party with a legitimate interest can lodge such a complaint with the CPC.

Informal guidance/opinion

The CPC makes informal guidance available through the Director General of the CPC Service.

Responsibility for notification

Any party with a legitimate interest can lodge a complaint with the CPC alleging infringement of provisions of the Competition Law by virtue of a restrictive agreement or practice.

Relevant authority

The CPC has exclusive jurisdiction under the provisions of the Competition Law to adjudicate over complaints on restrictive agreements or practices.

Form of notification

Any complaint lodged with the CPC under the Competition Law must contain the information prescribed in the Appendix to the statute.

Filing fee

There is no filing fee towards the lodging of complaints to the CPC.

Investigations

6. Who can start an investigation into a restrictive agreement or practice?

Regulators

The Commission of the Protection of Competition (CPC), either acting on its own initiative or following a complaint, instructs the CPC Service to conduct investigations on behalf of the CPC if it is of the view that there is a *prima facie* case. The CPC has the necessary powers to obtain the information or data that will allow the service to carry out the investigation.

Third parties

Third parties with a legitimate interest can submit a complaint to the CPC that an agreement or practice breaches the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law) or Article 101 or Article 102 of the Treaty on the Functioning of the European Union (TFEU).

7. What rights (if any) does a complainant or other third party have to make representations, access documents or be heard during the course of an investigation?

Representations

A complainant or other third party with a legitimate interest can apply to the Commission of the Protection of Competition (CPC) for leave to submit representations during the course of an investigation.

Document access

A complainant or other third party with a legitimate interest can apply to the CPC for leave to access documents submitted to the CPC that are not subject to confidentiality (see *Question 5: Automatic confidentiality and Confidentiality on request*).

Be heard

A complainant or other third party with a legitimate interest can apply to the CPC for leave to be heard during the course of an investigation and be present at hearings conducted by the CPC.

8. What are the stages of the investigation and timetable?

There are no strict timetables for the investigation of restrictive agreements or concerted practices.

When the Commission of the Protection of Competition (CPC) begins an investigation on its own initiative or following a third party complaint, it directs the CPC Service to prepare a report. After the report is submitted to the CPC and before issuing a decision the CPC can:

- Prepare and serve on the interested parties a statement of objections.
- Request interested parties to submit information and observations.
- Initiate public hearing proceedings.

Publicity and confidentiality

9. How much information is made publicly available concerning investigations into potentially restrictive agreements or practices? Is any information made automatically confidential and is confidentiality available on request?

Publicity

Investigations into potentially restrictive agreements or practices are made public:

- In the Official Gazette of the Government of Cyprus.
- On the website of the Commission of the Protection of Competition (CPC) (see box, *The regulatory authority*).

Automatic confidentiality

The CPC and the CPC Service are bound to maintain the confidentiality of trade secrets and confidential information, except where disclosure is imperative towards evidencing an infringement of sections 3 or 6 of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law) or in implementing the provisions of this law.

Confidentiality on request

In submitting complaints or any information at the CPC's request, the parties submitting can identify information as being confidential or as containing trade secrets, by giving reasons justifying the confidentiality.

10. What are the powers (if any) that the relevant regulator has to investigate potentially restrictive agreements or practices?

When conducting its investigations the Commission of the Protection of Competition (CPC) can:

- Collect information it deems necessary to exercise its function.
- Conduct enquiries at the offices of the undertakings under investigation.
- Inspect books and business documents.
- Demand and receive copies or extracts from documents.
- Require on-site oral clarifications.
- Enter offices, premises and means of transportation of the undertakings under investigation and seal off these offices and premises during an investigation.
- Call on witnesses and receive statements.
- Obtain the assistance of the police authorities to enforce any aspect of the investigation.

The CPC can, either by acting on its own or on an application of an interested party, issue interim orders during its investigations of a

peremptory nature or prohibit the undertakings concerned from any acts that it decides on.

Settlements

11. Can the parties reach settlements with regulators to bring an early resolution to an investigation? If so, what are the circumstances for doing so and the applicable procedure?

There are no procedural guidelines or regulations for reaching an early settlement and resolution with the Commission of the Protection of Competition (CPC), other than in the context of the Leniency Programme (see *Question 13: Immunity/leniency*).

12. Can the regulator accept remedies (commitments) from the parties to address competition concerns without reaching an infringement decision? If so, what are the circumstances for doing so and the applicable procedure?

The Commission of the Protection of Competition (CPC) can conclude a settlement with the parties without reaching an infringement decision at any time before it issues its final decision. This settlement takes the form of one or more representations and undertakings from the parties concerned. The CPC can issue an order to this effect, which binds the parties involved. However, there is no formal procedure for reaching a settlement except to the extent this is carried out in relation to a procedure initiated under the leniency framework in place.

Penalties and enforcement

13. What are the regulator's enforcement powers in relation to a prohibited restrictive agreement or practice?

Orders

Agreements or practices that infringe the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law) are void *ab initio*, without requiring a decision of the Commission of the Protection of Competition (CPC) to that effect.

The CPC can also order that practices or agreements must end. Where the enterprises involved offer to fulfil certain undertakings, the CPC can impose these undertakings on the enterprises and set the time limits and conditions that it deems appropriate.

The CPC can also impose conditions and remedial or behavioural measures over the undertakings concerned towards ending the infringement.

Fines

For restrictive agreements, the CPC can impose administrative fines of up to 10% of the combined annual revenue of the undertakings concerned, plus an administrative fine of up to 5% of the average daily turnover of the undertakings concerned during the previous financial year, for each day that the infringement continues.

The CPC can also impose fines on undertakings for:

- Failing to comply with an interim measure ordered by the CPC: up to 5% of the average daily turnover of the offending enterprise during the previous financial year for each day of non-compliance.
- Acting in any way contrary to the terms of an interim measure ordered by the CPC: up to 5% of the average daily turnover of the offending enterprise during the previous financial year for each.

- Failing to submit information that the CPC requested, or wilfully or negligently providing inaccurate or misleading information: up to 1% of the average turnover of the offender during the previous financial year (plus up to 5% of the average daily turnover of the offender during the previous financial year for each day of non-compliance).
- Wilful or negligent failure to present a full account of books or documents during a CPC investigation, or failing to comply with a search request: 1% of the turnover of the offender during the previous financial year (plus up to 5% of the average daily turnover of the offender enterprise during the previous financial year for each day of non-compliance).
- The failure to comply with commitments imposed by the CPC: up to 10% of the turnover achieved during the previous financial year.

Before imposing an administrative fine, the CPC allows any interested party to submit representations. Administrative fines are imposed on a reasoned judgment, following due investigative process and taking into account the severity and the duration of the infringement. Administrative fines are recovered as a civil debt owed to Cyprus. The CPC can initiate legal proceedings to secure a court order for payment.

A legal or natural person can also be criminally liable, and penalties can be imposed for:

- Failing to comply with a decision of the CPC: up to EUR340,000 or imprisonment of up to two years, or both.
- Failing to comply with an interim measure ordered by the CPC: up to EUR340,000 or imprisonment of up to two years, or both.
- Failing to observe the duty of confidentiality: up to EUR3,500 or imprisonment of up to one year, or both.
- Refusing or neglecting to comply with an obligation to provide assistance, information, documents and statements during the course of an investigation: up to EUR85,000 or imprisonment of up to one year, or both.
- Destroying or defacing information or documents during the course of an investigation: up to EUR85,000 or imprisonment of up to one year, or both.
- Providing inaccurate, false or misleading information or documents during the course of an investigation: up to EUR85,000 or imprisonment of up to one year, or both.

Personal liability

Where a legal entity is subject to an administrative fine, the members of its board of directors, its managing director or its general manager can also be subject to the fine.

If a legal entity is held liable for a criminal offence, the following individuals may also be criminally liable, jointly and severally:

- Members of the board of directors of the legal entity.
- The managing director of the legal entity.
- The general manager of the legal entity.

Immunity/leniency

An immunity and leniency programme is in force, under which procedures are in place for applying to the CPC for immunity from fines or reduction of fines in collusion cases (Leniency Programme). The Leniency Programme, which takes the form of subsidiary legislation issued under the provisions of the Competition Law by a relevant Decision of the Council of Ministers, was published in the Official Gazette on 11 November 2011. The Leniency Programme is based on the assumption that some undertakings that participate in cartels wish to end their participation and provide evidence for its existence and operation, but are concerned over the sanctions they will suffer.

The Leniency Programme is largely based on the European Competition Network Model Leniency Programme. The CPC can grant immunity and exercise its power in relation to this if the applicant is the first to come forward and submit evidence that, in the CPC's view, may enable it to either:

- Commence an investigation in connection to a potential infringement of section 3 of the Competition Law.
- Establish an infringement of section 3 of the Competition Law in connection with an alleged cartel within the legislative provisions.

The CPC's power to grant immunity to an applicant or reduce the fine that would normally be imposed on the applicant if a cartel is found to exist is decided (or varied where there is a potential reduction of the fine), according to and depending on the time each applicant approached and provided evidence to the CPC. However, no provision of the Leniency Programme should be expected to affect or prejudice the discretion of the CPC in the exercise of its competence and powers under the Competition Law.

Impact on agreements

Agreements or practices that infringe the Competition Law are void *ab initio*. Whether the entire agreement or the infringing part thereof is void will depend on the terms of the agreement itself. It is however noted that severance is allowed under Cyprus law.

Third party damages claims and appeals

14. Can third parties claim damages for losses suffered as a result of a prohibited restrictive agreement or practice? If so, what special procedures or rules (if any) apply? Are collective/class actions possible?

Third party damages

Any person that has suffered losses as a result of a prohibited restrictive agreement or practice can bring an action before the competent court for damages.

Special procedures/rules

Actions for damages by a party that suffered losses as a result of a prohibited restrictive agreement or practice are brought and pursued in accordance with Civil Procedure Rules in force.

Collective/class actions

Class actions are not possible under the law.

15. Is there a right of appeal against any decision of the regulator? If so, which decisions, to which body and within which time limits? Are rights of appeal available to third parties, or only to the parties to the agreement or practice?

Rights of appeal and procedure

Any person with a legitimate interest in a decision of the Commission of the Protection of Competition (CPC) (whether a party to the decision or not) can appeal this decision by initiating an administrative recourse before the Supreme Court of Cyprus under the provisions of Article 146 of the Constitution, within 75 days of notification of the decision.

Third party rights of appeal

See above, *Rights of appeal and procedure*.

MONOPOLIES AND ABUSES OF MARKET POWER

Scope of rules

16. Are monopolies and abuses of market power regulated under administrative and/or criminal law? If so, what are the substantive provisions and regulatory authority?

Regulatory framework

Monopolies and abuses of market power are regulated exclusively under the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law). Under the provisions of the Competition Law, particularly section 6(1), any abuse of a dominant position by one or more undertakings in a market for a product or service is prohibited.

Additionally, under section 6(2) of the Competition Law, the abuse of a relationship of economic dependence by one or more undertakings in relation to an undertaking that is a customer, supplier, producer, representative, distributor or commercial associate, even for a particular type of product or service that does not have an equal alternative solution, is prohibited. Such abuse can, in particular, consist of the imposition of unfair trading terms, discretionary treatment, interruption of trade relationships by assumption or transfer of the activities developed in these trade relationships in a way that essentially affects competition or creates a sudden and unjustified interruption of a long-term trade relationship.

Regulatory authority

The Commission of the Protection of Competition is the regulatory authority for abuses of dominant position in the market.

17. How is dominance/market power determined?

Under section 2 of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014, an undertaking can be in a dominant position if it holds market power that enables it to obstruct the maintenance of effective competition in the relevant market and allows it to act, to a substantial degree, independently from its competitors and customers and eventual consumers.

18. Are there any broad categories of behaviour that may constitute abusive conduct?

Under section 6(1) of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014, abusive conduct can consist of:

- Directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions.
 - Limiting production, markets or technical development to the prejudice of consumers.
 - Applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage.
 - Concluding contracts subject to the acceptance by the other parties of supplementary obligations that, by their nature or according to commercial use, have no connection with the subject of such contracts.
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Exemptions and exclusions

19. Are there any exemptions or exclusions?

The Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 does not apply to undertakings entrusted with the operation of services of general economic interest or having the character of state monopoly, in so far as the application of these provisions obstructs the performance in law or in fact, of the particular tasks assigned to them by the State.

Notification

20. Is it necessary (or, if not necessary, possible/advisable) to notify the conduct to obtain clearance or (formal or informal) guidance from the regulator? If so, what is the applicable procedure?

It is not possible to obtain clearance for an abuse of a dominant position. However, it is possible to obtain informal guidance (see Question 3).

Investigations

21. What (if any) procedural differences are there between investigations into monopolies and abuses of market power and investigations into restrictive agreements and practices?

The same provisions of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 that are implemented by the Commission of the Protection of Competition in investigating restrictive agreements and practices are invoked to investigate abuses of market dominance. (See Questions 6 to 12.)

22. What are the regulator's powers of investigation?

When conducting its investigations the Commission of the Protection of Competition (CPC) has various powers (see Question 10).

The CPC can, by action either on its own or on an application of an interested party, issue interim orders during its investigations of a peremptory nature or prohibiting the undertakings concerned from any acts that it decides on.

Penalties and enforcement

23. What are the penalties for abuse of market power and what orders can the regulator make?

Where an abuse of a dominant position is established in violation of section 6 of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law), the Commission of the Protection of Competition (CPC) can impose administrative fines. The fines are up to 10% of the combined annual revenue of the undertakings concerned, plus an administrative fine of up to 5% of the average daily turnover of the undertakings concerned during the previous financial year, for each day that the infringement persists.

The CPC can also impose fines to undertakings for:

- Failure to comply with an interim measure ordered by the CPC: up to 5% of the average daily turnover of the offending enterprise during the previous financial year for each day of non-compliance.
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- Acting in any way contrary to the terms of an interim measure ordered by the CPC: up to 5% of the average daily turnover of the offending enterprise during the previous financial year for each.
- Failing to submit information that the CPC has requested, or wilfully or negligently providing inaccurate or misleading information: up to 1% of the average turnover of the offender during the previous financial year (plus up to 5% of the average daily turnover of the offender during the previous financial year for each day of non-compliance).
- Wilfully or negligently failing to present a full account of books or documents during a CPC investigation, or failing to comply with a search request: 1% of the turnover of the offender during the previous financial year (plus up to 5% of the average daily turnover of the offender enterprise during the previous financial year for each day of non-compliance).
- Failing to comply with commitments imposed by the CPC: up to 10% of the turnover achieved during the previous financial year.

Before imposing an administrative fine, the CPC allows any interested party to submit representations. Administrative fines are imposed on a reasoned judgment, following due investigative process and taking into account the severity and the duration of the infringement. Administrative fines are recovered as a civil debt owed to Cyprus. The CPC can initiate legal proceedings to secure a court order for payment.

A legal or natural person can also be criminally liable, and penalties can be imposed for:

- Failing to comply with a decision of the CPC: up to EUR340,000 or imprisonment of up to two years, or both.
- Failing to comply with an interim measure ordered by the CPC: up to EUR340,000 or imprisonment of up to two years, or both.
- Failing to observe the duty of confidentiality: up to EUR3,500 or imprisonment of up to one year, or both.
- Refusing or neglecting to comply with an obligation to provide assistance, information, documents and statements during the course of an investigation: up to EUR85,000 or imprisonment of up to one year, or both.
- Destroying or defacing information or documents during the course of an investigation: up to EUR85,000 or imprisonment of up to one year, or both.
- Providing inaccurate, false or misleading information or documents during the course of an investigation: up to EUR85,000 or imprisonment of up to one year, or both.

Third party damages claims

24. Can third parties claim damages for losses suffered as a result of abuse of market power? If so, what special procedures or rules (if any) apply? Are collective/class actions possible?

This is the same as for restrictive agreements and practices (see *Question 14*).

Third party damages

Any person that suffered losses as a result of a prohibited restrictive agreement or practice can bring an action before the competent court for damages.

Special procedures/rules

Actions for damages by a party that suffered losses as a result of a prohibited restrictive agreement or practice are brought and pursued in accordance with Civil Procedure Rules in force.

Collective/class actions

Class actions are not possible under the law.

EU LAW

25. Are there any differences between the powers of the national regulatory authority(ies) and courts in relation to cases dealt with under Article 101 and/or Article 102 of the TFEU, and those dealt with only under national law?

The courts have jurisdiction to adjudicate over cases invoking Article 101 or 102 of the Treaty on the Functioning of the European Union (TFEU). However, unlike the Commission of the Protection of Competition, the courts do not have the power to conduct an investigation as to whether there is:

- A restrictive agreement or concerted practice.
- An abuse of a dominant position.

JOINT VENTURES

26. How are joint ventures analysed under competition law?

There is no particular treatment for joint ventures under the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014.

INTER-AGENCY CO-OPERATION

27. Does the regulatory authority in your jurisdiction co-operate with regulatory authorities in other jurisdictions in relation to infringements of competition law? If so, what is the legal basis for and extent of co-operation (in particular, in relation to the exchange of information)?

In accordance with the relevant provisions of the Council Regulation (EC) No. 139/2004 on the control of concentrations between undertakings the Commission of the Protection of Competition co-operates with other national competition authorities in the EU and the European Commission on the basis of the system of the parallel competences and the exchange of views and information between them via the European Competition Network.

RECENT CASES

28. What are the recent developments or notable recent cases concerning abuse of market power?

The CPC acting under Section 23 of the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 (Competition Law), has set the following criteria towards prioritisation of the investigation of cases:

- Service of the public interest.
- Consequences of an investigation on competition.
- The actual or potential consequences of an investigation for the consumers.
- Cases that are of strategic importance for the CPC taking into account the need to form a common policy and to clarify crucial legal aspects as well as create precedence so as to ensure legal clarity and consistency of interpretation of the national antitrust legislation.
- On the basis of the principle of proportionality, the human resources and time needed for completion of the investigation.

- Applicable limitation periods.

The above criteria are non-exhaustive and indicative as the CPC has the discretion to prioritise investigation of cases on the basis of other criteria it may consider appropriate.

PROPOSALS FOR REFORM

29. Are there any proposals for reform concerning restrictive agreements and market dominance?

There are no imminent proposals for reform in light of the extensive amendments to the Protection of Competition Law 13(I)/2008, as amended by Law 41(I)/2014 in 2014.

ONLINE RESOURCES

Commission for the Protection of Competition (CPC)

W www.competition.gov.cy

Description. The website is maintained by the CPC (*see box, The regulatory authority*). It is periodically updated with news, developments, useful forms and publications, primary and secondary legislation, as well as CPC decisions. The website is generally considered to be up-to-date, but it is not an official source of information (official publications of Commission decisions are made through the *Official Gazette of the Republic of Cyprus*). The website is primarily in Greek, but is also partly translated into English (and to a lesser extent into Turkish). The Greek and translated versions of the website are for guidance only.

THE REGULATORY AUTHORITY

Commission for the Protection of Competition (CPC)

T +35 7 2260 6600 F +35 7 2230 4944 E chairman@competition.gov.cy W www.competition.gov.cy

Outline structure. The CPC consists of the Chairman and four other members. The CPC Service, which operates as the CPC's secretariat, consists of civil servants and is headed by the Director General of the CPC.

Responsibilities. The CPC is the national competition regulatory and enforcement authority responsible for the application and enforcement of the:

- Laws on the Protection of Competition 2008 to 2014.
- Law on the Control of Concentrations between Enterprises 2014.
- Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU).

The CPC Service has a number of responsibilities within the CPC, including:

- Acting as the CPC's secretariat.
- Maintaining the CPC's registers.
- Collecting and examining all information necessary for the CPC to exercise its functions.
- Ensuring that complaints reach the CPC and submitting recommendations to the CPC.
- Effecting necessary communications and publications.

Procedure for obtaining documents. Documents are available through the Director General of the CPC.

Practical Law Contributor profile

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Professional qualifications. Advocate, Supreme Court of Cyprus

Areas of practice. Merger control; competition law; maritime and shipping law; public and private international law; commercial litigation; international commercial and investment arbitration.

Non-professional qualifications. London School of Economics; Kingston University

Recent transactions

- Acting for Gazprom in notification and clearance of cross-border acquisition.
- Acting for Unilever in notification and clearance of cross-border acquisition.
- Acting for Glencore in notification and clearance of cross-border acquisition.
- Advising Marathon Oil in relation to EU, commercial, dispute resolution and international law issues.
- Acting for International Lease Finance Corporation in dispute resolution matters.
- Advising CGG on competition law issues.
- Advising Transocean on Public International Law, Law of the Sea and EU law matters.
- Acting for Henkel in notification and clearance of cross-border acquisitions.
- Acting for Bank of Cyprus in commercial litigation.
- Advising Fujitsu General on dispute resolution issues involving competition and distribution law.
- Advising the Organisation for Security and Cooperation in Europe on EU law.

Languages. English, Spanish, Greek

Professional associations/memberships. Cyprus Bar Association; International Bar Association (IBA); European Competition Lawyers Forum; Chartered Institute of Arbitrators; Association of International Petroleum Negotiators (AIPN); British Institute of Comparative and International Law; European Society of International Law.

Publications

- *Cyprus contributor, Oxford Competition Laws.*
- *Cyprus chapter, Merger Control, Global Legal Insights.*
- *Cyprus chapter, Merger Control, Getting the Deal Through.*
- *Cyprus chapter, Merger Control, ICLG.*
- *Cartels and Abuse of Dominance, Cyprus Law Digest.*