

Notice No 1/2018 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the commitments pursuant to Article 75 of the Hungarian Competition Act *

(consolidated version with amendments made by Notice No 1/2021)

I. Introduction

1. Pursuant to Article 36 (6) of Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices (hereinafter: Competition Act), the President of the Hungarian Competition Authority (in Hungarian: Gazdasági Versenyhivatal; hereinafter: GVH) and the Chair of the Competition Council may jointly issue notices detailing the basic principles of the law enforcement practice of the GVH.
2. Such notices have no binding force; their function is to lay down the principles that the law enforcement authority follows when applying legal provisions, whilst also providing summaries of well-established past practice and outlining the practice that is to be followed in the future.
3. This Notice presents the aspects to be considered in the assessment of the commitment, the course of the commitment process. By publishing this Notice, the GVH aims to promote legal certainty, transparency and predictability of its activity, thereby contributing to uniform and non-discriminatory law enforcement and also aims to support businesses in deciding on a commitment and in defining the commitments they are willing to offer.
4. No criteria or notice can provide full predictability how the GVH will assess one's commitment statement. The GVH decides on the commitment on the basis of a joint consideration of all the circumstances of the case, however, if it deviates from the provisions of this Notice, the reasons shall be included in the reasoning of its decision.¹
5. This Notice may be amended or further elaborated upon, clarified or supplemented if the GVH considers it necessary in the light of its law enforcement experience.

II. Legal background and applicability

6. If in a competition supervision proceeding conducted by the GVH, the undertaking subject to the proceeding offers commitments to bring its conduct in a specified way in line with the applicable legal provisions and if the efficient protection of the public interest can be ensured in this manner, the competition council proceeding in the case may, in its decision, oblige the party to abide by such commitments without establishing of the existence or the absence of an infringement in such decision.²

* *In case of discrepancies between the Hungarian and English versions of this Notice, the Hungarian version shall prevail.*

¹ See Chapter III. of the decision of the Constitutional Court No. 1392/B/2007 (I.27.) and the order of the Supreme Court No. Kfv.II.37.497/2010/14.

² See Article 75 of the Hungarian Competition Act.

7. This Notice³ contains the detailed aspects on the basis of which the GVH assesses the commitment statements filed pursuant to Article 75 of the Hungarian Competition Act.
- a) in proceedings concerning the enforcement of prohibitions relating to anticompetitive agreements, concerted practices, decisions of organisations of undertakings and abuse of a dominant position stipulated in Articles 11 and 21 of the Competition Act and in Articles 101 and 102 of the Treaty on the Functioning of the European Union (hereinafter: TFEU), and also in proceedings concerning the enforcement of the prohibition of abuse of significant market power and non-compete obligation pursuant to Articles 7 and 7/B of Act CLXIV of 2005 on Trade (hereinafter: Act on Trade), and*
 - b) in competition supervision proceeding concerning any infringements stipulated in Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices (hereinafter referred to as UCP Act), in the Chapter III. of the Competition Act and any legal provisions referring to the procedural rules of the UCP Act that are applicable in the light of these rules and falling within the competence of the GVH due to the violation of provisions regulating the supply of adequate information of consumers and business partners.

III. Objectives

8. The commitment is an important legal institution among the tools of the GVH in order to create and maintain market competition, because by the voluntary commitments of undertakings – but made mandatory by the GVH – may in some cases address a competition concern more flexibly and quickly than by a decision finding an infringement and imposing a fine. By resolving the competition concern effectively and in the public interest, commitments may contribute to the cost and time savings stipulated also in Article 4 of the Act CL of 2016 on the Code of General Rules of Administrative Proceedings (hereinafter referred to as: GRAP Act).
9. For the undertaking subject to the procedure commitments may be beneficial, because by offering voluntary solutions, it can take part actively in resolving the competition concern, while avoiding the full competition supervision proceeding and the possible finding of an infringement, along with the legal consequences (e.g. imposition of a fine, application of a warning, subsequent legal consequences of a repeated infringement). It is important, however, that the adoption of a binding decision obliging the undertaking to abide by its commitments does not preclude the injured party from submitting a civil claim relating to the conduct in question directly before the court.⁴
10. Considering that one of the purposes of the commitments is that the undertaking subject to the proceeding brings its conduct in a specified way in line with the applicable legal

³ Regarding the commitments (conditions) pursuant to Article 30 (3) of the Competition Act, see Notice No 8/2017 of the President and the Chair of the Competition Council on the prescription of conditions or obligations in non-prohibition decisions in merger proceedings.

*Amended by point 53. of the Notice 1/2021 of the GVH. Regarding its application, see point 38.

⁴ See Article 15 (1) of the UCP Act and Article 88/A. of the Competition Act.

provisions, the GVH does not apply Article 75 of the Competition Act in a case that clearly does not constitute an infringement.⁵

IV. Aspects of acceptability of the commitment statement

11. The GVH considers on a case-by-case basis whether, taking into account the principles of special and general prevention, it is more justified, considering the nature and gravity of the harm to the public interest, to clarify the facts of the case fully and classify a given conduct, possibly establishing an infringement and imposing a fine, than the benefits to be obtained by closing the competition supervision proceeding by a commitment.⁶ In the following, the Notice seeks to assist in assessing when a case is likely to be suitable for commitment.
12. The GVH **does not consider cases to be suitable** for commitment stipulated in point 7. a) of this Notice in which the conduct under investigation is considered to be the most serious and most harmful from the point of view of competition law. This includes the conduct under investigation which may constitute an infringement under Article 13 (3) of the Competition Act – cartel or any other agreement or concerted practice aimed directly or indirectly at fixing purchase or selling prices (hereinafter referred to as ‘price fixing’) – except of concerted practices which are novel,⁷ in particular if these are committed by small and medium-sized enterprises (SMEs). Namely, in cases falling within the scope of Article 13 (3) of the Competition Act, a leniency application may be submitted.⁸
13. Only in exceptional cases is the case eligible for commitments
 - a) in proceedings pursuant to point 7. a) of this Notice, examining particularly serious restraints and abuses of a dominant position and significant market power under the point 4 of the Vertical Block Exemption Regulation⁹ except of vertical restraints involving price fixing,
 - b) in proceedings pursuant to point 7. b) of this Notice, if the commercial practice in question is directed at a vulnerable group of consumers¹⁰ (e.g. the elderly, consumers with health problems).¹¹
14. A **circumstance against** the adoption of the commitments may be, if
 - a) the conduct under investigation is considered to be of significant importance, in particular in the case of prolonged conduct, or

⁵ See decisions of the Competition Council in cases No VJ/15/2015. and VJ/16/2017.

⁶ See e.g. decisions of the Competition Council in cases No VJ/12/2012., No VJ/15/2012., No VJ/18/2012., No VJ/17/2013., No VJ/33/2013., No VJ/8/2010., No VJ/46/2012., No VJ/97/2013., No VJ/46/2012., No VJ/8/2012.

⁷ See e.g. resolution No C(2016) 4215 final of 7 July 2016 on AT.39850 Container Shipping of the European Commission.

⁸ See Notice No 14/2017 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the application of the rules on leniency pursuant to Article 78/A and Notice No 10/2017 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the settlement procedure.

⁹ 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 to categories of vertical agreements and concerted practices.

¹⁰ See Article 4 (2) of the UCP Act

¹¹ See decisions of the Competition Council No VJ/96/2011., No VJ/1/2012., No VJ/15/2012., No VJ/26/2012., No VJ/56/2012.

- b) the conduct in question affects a significant number of consumers,
- c) the conduct under investigation may (have) caused significant harm to consumers,¹²
- d) the case law was crystallized prior to the commission of the conduct subject to the investigation, or the legal provisions (e.g. if the commercial practice subject to the investigation is listed in the annex of the UCP Act¹³) provided clear guidance on the conduct to be committed and on this basis the undertakings may have already been aware (or could have been aware) of the expectation of the lawful conduct,¹⁴
- e) in the case of more than one undertaking subject to the proceeding, where the conduct of the undertakings subject to the proceeding is closely related and only one of them submits a commitment as this may also result in that the commitment fails to fulfil its statutory purpose,¹⁵
- f) the GVH, another authority (including the European Commission or other national competition authorities) or the court has legally established in the last 10 years prior to the ordering the investigation that the same or a similar infringement has already been committed by the undertaking subject to the proceeding that the alleged violation stipulated in the order ordering the investigation,¹⁶
- g) an earlier proceeding for the same or a similar infringement has resulted in the adoption of a decision imposing a commitment on the undertaking concerned, and
 - the undertaking subject to the proceeding has failed to fulfil its obligation set forth in a decision,¹⁷
 - the GVH withdrawn its binding decision because it was based on the concealment or incomplete, incorrect disclosure of a fact by the undertaking subject to the obligation which was material to the adoption of the decision.^{18*}

¹² See decisions of the Competition Council No VJ/46/2012., No VJ/60/2012., No VJ/82/2012., No VJ/104/2012., No VJ/16/2013., No VJ/17/2013. and No VJ/33/2013.

¹³ See decisions of the Competition Council No VJ/5/2012., No VJ/1/2012., No VJ/56/2012., No VJ/110/2016., No VJ/112/2016.

¹⁴ See decisions of the Competition Council No VJ/100/2011., No VJ/1/2012., No VJ/15/2012., No VJ/26/2012., No VJ/56/2012., No VJ/82/2012., No VJ/60/2012., No VJ/104/2012., No VJ/17/2013., No VJ/33/2013.

¹⁵ A commitment may also be acceptable if, only one undertaking from the several ones files a commitment, towards which the fulfilment of an action or the commitment is the most appropriate to eliminate the competition concern in question. Commitments submitted separately by several undertakings subject to the same proceeding may also result that the commitments of some undertakings will be adopted, those of other undertakings will be rejected by the GVH. See e.g. decisions of the Competition Council No a VJ/126/2015.

¹⁶ In connection with the interpretation of the same or similar conduct in different cases, see point 55 of Notice No 12/2017 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the method of setting fines for infringements in consumer protection cases (hereinafter referred to as Notice No 12/2017), and point 16 of the Notice No 1/2020 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the method of setting fines for antitrust-type infringements (hereinafter referred to as Notice No 1/2020). See e.g. decision of the Competition Council No VJ/110/2016. Amended by point 54. of the Notice No 1/2021 of the GVH.

¹⁷ See Article 75 (6) of the Competition Act.

¹⁸ See Article 75 (5) and (6a) of the Competition Act.

* Amended by point 55. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

15. The Competition Act provides the GVH with a wide power of discretion regarding the assessment (adoption or rejection) of the commitment.¹⁹ In the competition supervision proceeding closed by a commitment, the GVH does not and cannot carry out a full clarification of the facts and a substantive assessment of the investigated conduct, because, because the GVH may only order the fulfilment of a commitment under Article 75 of the Competition Act without establishing the infringement or the lack thereof. While the establishment of an infringement or the lack thereof would require full clarification of the facts and substantive assessment of the investigated conduct, in the case of a competition supervision proceeding closed by a commitment, the GVH needs to demonstrate that beside the commitment of the undertaking under proceeding, its conduct will also be in line with the applicable legal provisions, in a manner that ensures the effective protection of the public interest.²⁰ In the following, the GVH intends to provide guidance on what essential elements should be included in the statement and what other criteria should be met, adapted to the examined conduct and circumstances.

16. Basic requirements for a statement of commitment are the following:

relevant,

credibility,

timely,

consistent,

verifiable,

it may contain secret data only in exceptional cases.

8.1. Relevant

17. The commitment of the undertaking subject to the proceeding may be considered to be relevant if it actually offers a solution to the competition concerns identified by the GVH, i.e. after the fulfilment of it, the commitment shall result that the conduct realizing the infringement presumably cannot be committed in the future (or the likelihood of an infringement will be reduced significantly).²¹ The GVH prefers measures affecting the roots and causes of competition issues compared to commitments that are seeking to resolve or mitigate the consequences of competition issues. In some cases, these objectives can only be achieved through a combination of different measures, in which case the commitment must relate to the appropriate package of measures.

18. The mere declaration in the commitment statement that the undertaking subject to the proceeding will give up (or gave up) the conduct investigated cannot be sufficient for the

¹⁹ See the judgement of the Budapest Capital Regional Court No. 2.K.31.644/2012/15. (VJ/113/2009.), judgement of the Capital Court No. 3.K.30.200/2011/4. (VJ/51/2010.), the judgement of the Capital Court No. 2.K.30.044/2008/18. (VJ/73/2007.), the judgement of the Budapest Capital Administrative and Labour Court No. 2.K.31.644/2012/15. (VJ/113/2009.), the judgement of the Budapest Capital Administrative and Labour Court No. 5.K.34.049/2014/22. (VJ/2/2010.), the judgement of the Budapest Capital Administrative and Labour Court No. 2.K.31.696/2013/5. (VJ/26/2012.)

²⁰ See decisions of the Competition Council No VJ/15/2015., No VJ/16/2017., No VJ/111/2016.

²¹ See decisions of the Competition Council No VJ/14/2015., No VJ/15/2015., No VJ/16/2017.

adoption of the commitment.²² The commitment statement may not contain such a commitment which the undertaking subject to the proceeding is otherwise obliged to fulfil upon another legislation. However, under Article 75 (1) of the Competition Act, if the undertaking has in the meantime ceased the conduct investigated, a commitment may be undertaken to comply with transparent and verifiable rules of conduct which assure that such conduct is not repeated. Furthermore, no commitment relating to a measure (investment) which has already been decided upon to implement and which is already being carried out is acceptable. Therefore, the GVH can take into account commitments that are intended for the proceedings of the GVH and aimed to remedy the competition concern concerned.*

19. An additional requirement for a commitment statement is that it also ensures effective protection of the public interest. Effective protection of the public interest means that the conduct resulting from the undertaking results in an advantage, even in an indirect one, both for the market and, at the same time, for a wide range of consumers.²³ This advantage, depending on whether the case falls under point 7 (a) or 7 (b) of the Notice, may take the form of, for example: **

- a) the commitment of the undertaking subject to the proceeding directly results in a reduction in consumer prices or in an increase in choice or otherwise directly increases consumer welfare;²⁴
- b) the commitment contributes to the improvement of the conditions of competition, the competitive ability of competitors/market players, and creates new entry opportunities (e.g. providing access to essential infrastructure);²⁵
- c) the undertaking subject to the proceeding developed (and where appropriate, makes better known) such a law-abiding conduct which also serves as a guidance for other market players. One of the means of this can be a quick and targeted provision of information, which may be suitable for informing the market, including undertaking and consumers, widely about the behaviour to be followed.²⁶ Depending on the case, the provision of information may be addressed only to the persons directly concerned with the conduct (e.g. by contacting the consumers concerned or contracting parties directly) or it may be a broader, more general type of information (e.g. creating a sample contract template / GTC or issuing a press release). A further tool may be if the undertaking subject to the proceeding will implement its changes not only in connection with the conduct subject to the proceeding, but regarding its other contractual relationships;²⁷

²² See decisions of the Competition Council No VJ/104/2012., No VJ/16/2013., No VJ/33/2013.

*Amended by point 56. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

²³ See e.g. decisions of the Competition Council No VJ/15/2015., No VJ/97/2013., No VJ/16/2017., No VJ/111/2016.

**Amended by point 57. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

²⁴ See e.g. decisions of the Competition Council No VJ/84/2014., No VJ/78/2013., No VJ/15/2015., No VJ/49/2011., No VJ/99/2011., No VJ/98/2011.

²⁵ See e.g. decisions of the Competition Council No VJ/49/2011., No VJ/59/2013., No VJ/43/2014., No VJ/78/2013., No VJ/50/2010., No VJ/89/2015.

²⁶ See e.g. decisions of the Competition Council No VJ/99/2011., No VJ/98/2011., No VJ/97/2013., No VJ/45/2013., No VJ/110/2016.

²⁷ See decisions of the Competition Council No VJ/32/2014., No VJ/111/2016, No VJ/126/2015.

- d) the commitment contributes to raising of consumer awareness, orienting towards rational consumer behaviour (e.g. educational campaign). This is typically conditional on that the campaign predictably reaches a significant group of the affected consumers and actually helps consumers make more informed decisions or to be able to do so. The commitment regarding the communication campaign must be sufficiently detailed and specific, highlighting the means of communication to be used, describing the intended content of the commercial communications, with regard to that the purpose of the undertaking is not to convey the position, the information accepted or verified by the GVH, but to raise consumer awareness in the area covered by a given competition supervision proceeding;²⁸
- e) the commitment compensates the harm suffered by consumers and business partners in connection with the conduct subject to the proceeding, as well as the posterior compensation of the competitive disadvantage. In this case, the commitment shall actually be suitable for remedying individual damages and to be available to consumers and business partners without costly and time-consuming procedures (e.g. refund, provision of the right of withdrawal or other benefits);²⁹
- f) the commitment shall include specific measures to cease the potentially infringing situation (e.g. introduction of appropriate pricing rules, accounting/organizational separation),³⁰
- g) in connection with the commitment positive effects on job creation, market access, foreign trade and tax revenues can be identified,
- h) the commitment shall contribute to sustainability or environmental protection thereby resulting consumer welfare.*

8.2. *Credibility*

20. The credibility of the commitment statement supposes, on the one hand, the reliability of the undertaking offering it and, on the other hand, the feasibility of the commitment shall be investigated. In cases which are suitable for a commitment, the credibility of the undertaking offering it may also be presumed (see point 14 of the Notice). In this connection, it is worth for the undertaking subject to the proceeding to consider commitment measures, the value of which can be audited by the GVH after their implementation. The credibility of the commitment statement may be increased if the undertaking provides the GVH with data and analyses supporting the presumed benefits of its commitment.*

21. A commitment statement shall be considered to be credible if the commitment offered is actually achievable. For this purpose, it is necessary that in the statement of the undertaking

²⁸ See e.g. decisions of the Competition Council No VJ/75/2012., No VJ/15/2012., No VJ/18/2013., No VJ/45/2013., No VJ/15/2014., No VJ/84/2014., No VJ/89/2014., No VJ/32/2014., No VJ/101/2015. No VJ/110/2016.

²⁹ See decisions of the Competition Council No VJ/10/2009, No VJ/75/2012., No VJ/108/2012., No VJ/32/2014., No VJ/34/2015., No VJ/84/2014., No VJ/16/2017.

³⁰ See e.g. decisions of the Competition Council No VJ/15/2014., No VJ/50/2010., No VJ/98/2011., No VJ/99/2011, No VJ/14/2015.

* Amended by point 58. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

subject to the proceeding, the process of implementation of the commitment is precisely described, highlighting that e.g. when and what kind of measures are (were) taken in order to change or eliminate the infringing conduct, which tools are planning to be used (e.g. through what intermediary means will be used in case of a commitment aiming to information providing or a corrective communication), how much it will cost to carry out that commitment and that the undertaking really has the budget and the resources needed.

22. If, during the commitment process, the undertaking subject to the proceedings starts to engage into the same conduct as that one subject to the investigation, which justifies the initiation of another competition supervision proceeding, it may call into question the commitment of the party to complying with the law.

8.3. Timely

23. The undertaking subject to the proceeding must demonstrate the timeframe within which it can implement its commitments, as an immediate measure can lead to the dismissal of the competition concern promptly.
24. The undertaking subject to the proceeding must also establish the period within which it undertakes to maintain its commitment. Commitments must be offered by the undertaking subject to the proceeding for a specified period, after which the commitment will cease to exist. However, there may be exceptional cases where, due to the nature of the case, there is a continuing obligation to comply with upon the commitment. In determining the period, the undertaking subject to the proceeding shall take into account, inter alia, the time needed that the changes resulting from the commitment³¹
- be permanently integrated into the operation of the undertaking subject to the proceeding and
 - lead to the expected transformation of the market, in particular to the development of an effective competition and to the growth of consumer awareness.

8.4. Consistent

25. The commitment must be worded with such precision and clarity that no dispute over interpretation may arise during the monitoring of its fulfilment. For example, the GVH does not consider ambiguous, unclear commitments to be acceptable.

8.5. Verifiable

26. The GVH does not consider commitments acceptable in case of which the compliance with the commitment is difficult to verify. When submitting its statement of commitment, the undertaking subject to the proceeding must submit a detailed plan on how it intends to prove the fulfilment of its certain commitments before the GVH. When offering commitments

* Amended by point 59. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

³¹ See e.g. decisions of the Competition Council No VJ/15/2014., No VJ/50/2010., No VJ/32/2014. and VJ/97/2011.

regarding the certification requirements, the undertaking shall always consider their feasibility (both regarding the terms and content).^{32*}

27. The means of certifications can be e.g. a report (once or several times), an account, the appointment of an independent supervisor,³³ website backups, invoices proving the implementation of the commitments, return receipts proving the specific consumer information, attachments of mailing lists, market studies, economic analyses. The GVH prefers those commitments concerning the requirements of certification, in which the undertaking subject to the proceeding promises to prepare an audited report. **

8.6. Restricted access data

28. The party may request that the fact or its intention of the submission of the commitment, or the content thereof shall be treated as a document containing restricted access data, but this may lead to a rejection of the commitment because
- it may prevent the applicability of the consultation under Article 75/A of the Competition Act (hereinafter: market test)
 - due to the lack of publication of the decision adopted by the Competition Council obliging the commitments, those will not be able to fulfil the objectives set out in the Competition Act.

V. Access to the file

29. The Competition Council considers as an appreciable reason pursuant to Section 55 (6) of the Competition Act, if the request filed by the undertaking subject to the proceeding is aimed at the exact definition of the commitment statement. The GVH considers it a circumstance in favour of fulfilling the request for access to the file, if the reason for the request is to determine the content of the commitment to be submitted by the undertaking at the investigation phase of the proceeding (cf. point 8.2.) provided that the Competition Council is not obliged to grant access to the documents in this case either if this would jeopardize the effectiveness of the proceeding. The intention to make a statement of commitment must be duly established in the request for access to the file.

VI. Decision on the commitment and its follow-up monitoring

30. The Competition Council obliges the undertaking subject to the proceeding to abide by its commitments in its decision (final decision). If in the proceeding Articles 101 and 102 TFEU are applied, the Competition Council shall apply a market test before adopting its decision in which it obliges the undertaking to abide by its the commitment otherwise, depending on the specific circumstances of the case, it may, if necessary, apply a market test to stakeholders (in particular undertakings active on the relevant market) in order to get to know their position on the commitment.*

³² See e.g. decisions of the Competition Council No VJ/6/2018 and No VJ/32/2019.

* Amended by point 60. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

** Amended by point 61. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

³³ e.g. decision of the Competition Council No a VJ/14/2015.

31. On the basis of the comments received, the Competition Council may, if necessary, hold a hearing and, by setting a deadline at the same time, invite the undertaking subject to the proceeding to amend its commitments and, if necessary, it may issue a new preliminary position.
32. The GVH carries out a follow-up investigation in the competition supervision proceedings closed with a commitment.³⁴ By doing so, if the GVH establishes the fulfilment of the commitments, the follow-up investigation shall be terminated. However, if the undertaking has not fulfilled its commitments under the enforceable decision of the Competition Council proceeding in the case, the GVH may decide to impose a fine on the undertaking or may revoke the decision and reopens the competition supervision proceeding.
33. There may be cases where
 - a) the undertaking is unable to meet its commitments due to an unavoidable reason beyond its control, or
 - b) due to changes in circumstances (in particular market conditions, changes in the conditions of competition), fulfilment is no longer justified.
34. If, in the two cases referred to in point 33, the result sought by the commitment can be achieved in another way, the undertaking may request that the decision be amended. In the case specified in point 33 b), the GVH may amend its decision ex officio.
35. The special rules for the amendment and revocation of a commitment decision are set out in the Competition Act.³⁵

VII. Application of this Notice

36. This Notice is applicable by the GVH in its competition supervision proceedings initiated after the date of publication of the Notice (including repeated proceedings).
37. The GVH applies Notice No 6/2014 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the commitments concerning the alleged violation of the prohibition of unfair commercial practices against consumers in the ongoing competition supervision proceedings concerning the alleged violation of the prohibition of unfair commercial practices against consumers on the day of the publication of this Notice.
38. Notice No 1/2021 of the President of the Hungarian Competition Authority and the Chair of the Competition Council of the Hungarian Competition Authority on the amendment of certain previous notices – except of points 7.a)., 14.g) and 30, which are applied by the GVH since 1 January 2021 under Article 115 (3) of the Act XIX of 2020 on [relating the entry into force of Act CVII of 2019 on certain legal acts regarding bodies with special legal status and the status of their employees and on the amendment the law for the purpose of legal harmonization – are applicable by the GVH in the proceedings (including any repeated

* Amended by point 62. of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

³⁴ See Article 77 (1) c) of the Competition Act.

³⁵ See Article 75 of the Competition Act, points m) and n) of Article 76 (1), point c) of Article 77 (1), (2) and point c) of Article 77 (6), point f) of Article 78 (1) and point a) of the Article 78 (1a).

* Introduced by point 63 of the Notice No 1/2021 of the GVH. Regarding its application, see point 38.

proceedings) in which the preliminary position pursuant to Article 73 of the Competition Act has not been communicated by the date of publication of this Notice.*

Consolidated:

Budapest, 22 April 2021

Csaba Balázs Rigó
President of the Hungarian Competition
Authority

Dr. András Tóth
Chair of the Competition Council of the
Hungarian Competition Authority