

THE COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34 as amended;

AND IN THE MATTER of an investigation pursuant to subsection 74.01 (2) of the *Competition Act* into certain deceptive marketing practices of Media Syndication Global ("MSG"), Havas S.A. ("Havas") and Interactive Marketing Group ULC, hereinafter MSG, Havas and Interactive Marketing Group ULC;

AND IN THE MATTER of the filing and registration of a Consent Agreement pursuant to section 74.12 of the *Competition Act*.

BETWEEN:

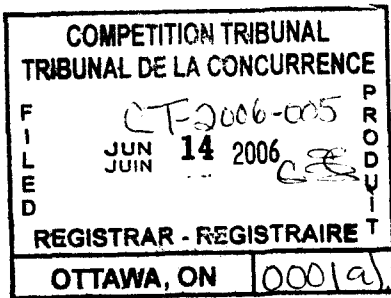
THE COMMISSIONER OF COMPETITION

Applicant

-and-

**MEDIA SYNDICATION GLOBAL,
HAVAS S.A. AND
INTERACTIVE MARKETING GROUP ULC**

Respondents



CONSENT AGREEMENT

WHEREAS the Commissioner of Competition (the "Commissioner") is head of the Competition Bureau and is responsible for the administration and the enforcement of the *Competition Act* (the "Act") including the deceptive marketing practices provisions of the Act (Part VII.1) which include the Ordinary Price provisions of the Act [subsection 74.01(2)];

AND WHEREAS in April 2004, the Commissioner commenced an investigation pursuant to subsections 74.01 (1) and 74.01 (2) of the Act into certain alleged deceptive marketing practices of Media Syndication Global ("MSG"), relating to the promotion and sale of Bushnell (8 x 21) Binoculars and Mark of Fitness Blood Pressure Monitors (the "products");

AND WHEREAS the Commissioner has concluded that from August 1, 2002 and continuing until at least November 2, 2004, MSG made representations to the public in the form of inserts sent with Canadian Imperial Bank of Commerce ("CIBC") credit card statements for the promotion of Bushnell (8 x 21) Binoculars and Mark of Fitness Blood Pressure Monitors which the Commissioner believes is reviewable conduct contrary to subsection 74.01 (2) of the Act;

AND WHEREAS MSG agrees that the products were in some cases available for lower prices in the market;

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AND WHEREAS MSG made representations to the public concerning the price at which the Bushnell (8 x 21) Binoculars and Mark of Fitness Blood Pressure Monitors would be ordinarily supplied by using the following terminology in respect of (i) the price of the Bushnell (8 x 21) Binoculars “regular price 79.95” and “special offer 49.95” and (ii) the price of the Mark of Fitness Blood Pressure Monitors “regular price \$119.98” and “special offer \$69.98” where, suppliers generally in the relevant market, having regard to the nature of the product,

- (a) have not sold a substantial volume of the product at that higher price or a higher price within a reasonable period of time before or after the making of the representation, as the case may be; and
- (b) have not offered the product at that price or a higher price in good faith for a substantial period of time recently before or immediately after the making of the representation, as the case may be;

AND WHEREAS the Commissioner asserts that prices represented by MSG as being the ordinary prices offered by suppliers generally in the relevant geographic market were overstated;

AND WHEREAS the Commissioner asserts that MSG did not exercise sufficient due diligence in its effort to ensure compliance with the Act in good faith;

AND WHEREAS Havas S.A. (“Havas”), indirectly the parent of MSG, has sold a controlling interest in MSG to an unrelated third party and MSG is no longer providing direct marketing or other services;

AND WHEREAS Interactive Marketing Group ULC, is in the business of providing integrated media and marketing services notably by offering clients a range of direct-marketing services including inserts, print and creative;

AND WHEREAS, because MSG is no longer actively engaged in business, Interactive Marketing Group ULC has agreed to be subject to this Agreement even though it was not involved in the alleged deceptive practices;

AND WHEREAS, MSG, Havas, and its affiliate, Interactive Marketing Group ULC have agreed to enter into an agreement to resolve the Commissioner’s concerns, with each party agreeing to undertake its own specific obligations;

AND UPON CONSIDERING THAT the Commissioner and MSG, Havas and Interactive Marketing Group ULC have reached an agreement which finally resolves, as of the date of the implementation of this Consent Agreement, all of the Commissioner’s concerns regarding the alleged deceptive marketing practices of MSG, pursuant to subsection 74.01 (2) of the Act and which is reflected in this Consent Agreement (the “Agreement”);

AND WHEREAS the Commissioner agrees to take no further action in relation to any of the CIBC/MSG direct mail promotions or purchases undertaken on or before November 2, 2004 and specifically in relation to the products at issue. For greater certainty, based on the registration of this Consent Agreement with the Competition Tribunal, the Commissioner will not refer this matter to the Attorney General of Canada and will not seek administrative penalties from MSG,

Havas, Interactive Marketing Group ULC, CIBC or any of their individuals or Related Persons in respect of any direct mail promotions or purchases undertaken on or before November 2, 2004 provided that MSG, Havas and Interactive Marketing Group ULC fulfill all of their respective obligations pursuant to this Agreement;

AND WHEREAS the Respondents are fully prepared to cooperate and are committed to compliance with the Act generally, and the deceptive marketing practices provisions (Part VII.1) specifically;

AND WHEREAS the Commissioner and MSG, Havas and Interactive Marketing Group ULC agree that upon the signing of this Consent Agreement, the Parties shall file the Consent Agreement with the Competition Tribunal for immediate registration;

AND WHEREAS the Commissioner and MSG, Havas and Interactive Marketing Group ULC understand that upon registration, this Consent Agreement shall be enforceable as if it was an order rendered by the Competition Tribunal pursuant to section 74.12 of the Act; and

NOW THEREFORE in order to resolve the Commissioner's investigation into certain alleged deceptive marketing practices of MSG, Havas and Interactive Marketing Group ULC have agreed to this Consent Agreement in the manner and to the extent hereinafter provided:

I. INTERPRETATION

1. For the purpose of the Agreement, the following definitions shall apply:
 - (a) **"Affiliate"** shall have the meaning as described in the Act;
 - (b) **"Agreement"** means this Consent Agreement entered into by MSG, Havas and Interactive Marketing Group ULC and the Commissioner of Competition;
 - (c) **"Commissioner"** means the Commissioner of Competition, appointed pursuant to section 7 of the Act, and her/his authorized representatives;
 - (d) **"Havas"** is a French "*société anonyme*" incorporated under the laws of France, indirectly a parent company of Media Syndication Global and Interactive Marketing Group ULC within the meaning of subsection 2 (3) of the Act;
 - (e) **"Interactive Marketing Group ULC"** is a company incorporated under the laws of Ontario also carrying on business under the names Euro RSCG 4D and Brann, an indirect subsidiary corporation of Havas within the meaning of subsection 2 (3) of the Act;
 - (f) **"MSG"** means Media Syndication Global, a company incorporated under the laws of New York, also carrying on business under the name Media Solution Services, a subsidiary corporation of Havas Holding, Inc. (formerly known as Snyder Communication Inc.) and an indirect subsidiary of Havas within the meaning of subsection 2 (3) of the Act;
 - (g) **"MSG and Havas"** means all current and future MSG and Havas Senior Management and all other MSG and Havas employees, if any, who are directly and materially involved in the formulation and/or the implementation of advertising/marketing and /or pricing policies in relation with media and marketing services in or for Canada;
 - (h) **"MSG and Interactive Marketing Group ULC"** means all current and future MSG and Interactive Marketing Group ULC Senior Management and all other MSG and Interactive Marketing Group ULC employees, if any, who are directly and materially involved in the formulation and/or the implementation of advertising/marketing and /or pricing policies in relation with media and marketing services in or for Canada;
 - (i) **"MSG, Havas and Interactive Marketing Group ULC"** means all current and future Havas and Interactive Marketing Group ULC Senior Management and all other MSG, Havas and Interactive Marketing Group ULC employees, if any, who are directly and materially involved in the formulation and/or the implementation of advertising/marketing and /or pricing policies in relation with media and marketing services in or for Canada;

- (j) **“Parties”** means the Commissioner of Competition and MSG, Havas and Interactive Marketing Group ULC;
- (k) **“Person”** means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity;
- (l) **“Products”** means Bushnell (8 x 21) Binoculars, Mark of Fitness Blood Pressure Monitors and any products sold through direct-marketing services including inserts, print, and creative supplied or sold by MSG, Havas and Interactive Marketing Group ULC;
- (m) **“Related Person”** means any of MSG, Havas and Interactive Marketing Group ULC, its Affiliates, any present or future person under the control of MSG, Havas and Interactive Marketing Group ULC and that person’s affiliates;
- (n) **“Senior Management”** means with respect to MSG and Interactive Marketing ULC, the current and future Chairman of the Board of MSG and Interactive Marketing Group ULC, the Chief Executive Officer, the President and Chief Operating Officer, the Vice-President, the Chief Financial Officer, General Counsel and Corporate Secretary, the Treasurer, the Vice-President of Marketing and Customer Service and with respect to Havas, the Chairman of the Board, the Chief Executive Officer and General Counsel; and
- (o) **“Tribunal”** means the Competition Tribunal established by the Competition *Tribunal Act Canada*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

II. APPLICATION

- 2. The provisions of the Agreement shall apply to:
 - (a) Such entities and individuals as specifically set out in each individual provision of this Agreement and includes all persons who act for, on behalf of or in concert with such specified entity; and,
 - (b) The Commissioner.

A. ORDINARY PRICE REPRESENTATIONS

- 3. MSG and Interactive Marketing Group ULC shall, in respect of any representations specifically made, caused to be made or permitted to be made in the Canadian marketplace, comply with the Ordinary Price provisions of the Act, which provide;

74.01(2) Ordinary price: suppliers generally

Subject to subsection (3), a person engages in reviewable conduct who, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever, makes a representation to the public concerning the price at which a product or like products have

been, are or will be ordinarily supplied where suppliers generally in the relevant geographic market, having regard to the nature of the product,

- (a) have not sold a substantial volume of the product at that price or a higher price within a reasonable period of time before or after the making of the representation, as the case may be; and
- (b) have not offered the product at that price or a higher price in good faith for a substantial period of time recently before or immediately after the making of the representation, as the case may be.

74.01 (4) References to time in subsections (2) and (3)

For greater certainty, whether the period of time to be considered in paragraphs (2)(a) and (b) and (3)(a) and (b) is before or after the making of the representation depends on whether the representation relates to

- (a) the price at which products have been or are supplied; or
- (b) the price at which products will be supplied.

74.01 (5) Saving

Subsections (2) and (3) do not apply to a person who establishes that, in the circumstances, a representation as to price is not false or misleading in a material respect.

74.01 (6) General impression to be considered

In proceedings under this section, the general impression conveyed by a representation as well as its literal meaning shall be taken into account in determining whether or not the representation is false or misleading in a material respect.

4. Neither MSG, Interactive Marketing Group ULC nor Havas, shall make, cause to be made, or permit to be made on its behalf, any representation whatsoever in Canada specifically directed to consumers in Canada by any means whatsoever, including via Internet, for the purpose of promoting, directly or indirectly, the supply or use of any given product and/or representations to the public as to prices that create the general impression that they are the prices at which the "product" has been, is or will be ordinarily supplied by MSG and Interactive Marketing Group ULC, unless having regard to the nature of the product and the relevant geographic market as required by the Ordinary Price provisions of the Act:
 - (a) MSG and/or Interactive Marketing Group ULC, Havas, as applicable, sells a substantial volume of that product at the represented ordinary price(s) or a higher price within a reasonable period of time before or after the making of the representation, as the case may be; or

- (b) MSG and/or Interactive Marketing Group ULC, Havas, as applicable, has offered that product at the represented ordinary price(s) in good faith for a substantial period of time recently before or immediately after the making of the representation, as the case may be.

B. RESTITUTION

5. MSG and Havas shall, by September 30th, 2006 ensure the issuance of a refund cheque, referred to in paragraph 6, by the PLM Group Ltd. to the CIBC customers who purchased (and did not return) Bushnell (8 x 21) Binoculars and/or Mark of Fitness Blood Pressure Monitors (the "products") between August 1, 2002 and November 2, 2004. The amounts being issued are calculated as the difference between the regular price claimed and the amount actually paid by the customer including applicable sales tax as further detailed in Appendix "D".

C. FORM OF PAYMENT

6. The payment referred to in paragraph 5 above shall be, in the form of a cheque from the PLM Group Ltd., to each of the CIBC customers who purchased (and did not return) either or both the products who can be located through CIBC's records. In the case of the Mark of Fitness Blood Pressure Monitor, the payment will be in the amount of \$50.00 plus applicable sales tax and in the case of the Bushnell (8 x 21) Binoculars, the payment will be in the amount of \$30.00 plus applicable sales tax.

D. CORRECTIVE NOTICE

7. MSG and Havas shall publish a corrective notice (the "Notice") as set out in Appendix "A" of the Agreement in accordance with the terms and conditions set out in Appendices "B" through "C" of the Agreement.
8. MSG and Havas shall, upon publication, confirm in writing to the Commissioner that the Notice was published as provided in paragraph 7 of the Agreement.

E. RESTITUTION NOTICE

9. MSG and Havas shall ensure that a restitution notice, as set out in Appendix "D" of the Agreement, which will explain the alleged deceptive marketing practices at issue and the corrective action being taken, is inserted in the August 2006 CIBC billing statements to all CIBC creditcard holders who received the initial mailings at issue and who are still active CIBC creditcard holders. CIBC will use all best efforts to meet the August 2006 timeline failing which the restitution notice will be inserted in the immediately following CIBC billing statements.
10. MSG and Havas shall, upon insertion of the restitution notice in CIBC billing statements, confirm in writing to the Commissioner that the restitution notices were inserted as provided for in paragraph 9 of the Agreement.

F. CORPORATE COMPLIANCE PROGRAM

11. Within 60 days of the registration of this Agreement, each of MSG, if and to the extent it has operations in Canada, and Interactive Marketing Group ULC shall establish, and thereafter maintain, a Corporate Compliance Program (the "Compliance Program"), the goal of which will be to promote the compliance of the MSG and Interactive Marketing Group ULC Personnel, respectively with the Act generally, and specifically, without limiting the generality of the foregoing, the deceptive marketing practices provisions of the Act (Part VII. 1) which include subsections 74.01 (1) and 74.01 (2) of the Act . The Compliance Program shall be framed and implemented in a manner consistent with the Commissioner's Information Bulletin on "Corporate Compliance Program" published on the Competition Bureau's web site at www.competitionbureau.gc.ca .
12. Interactive Marketing Group ULC and MSG (if active) Senior Management shall fully support and enforce the Compliance Program and shall take an active and visible role in its establishment and maintenance.
13. MSG and Interactive Marketing Group ULC Senior Management shall acknowledge their commitment to the Compliance Program via commitment letters as provided in Appendix "E" of the Agreement.
14. The Compliance Program shall include:
 - (a) the designation of a Corporate Compliance Officer within (15) fifteen days of the execution of the Consent Agreement;
 - (b) the development of a written Corporate Compliance Policy in respect of Deceptive Marketing Practices and specifically in respect of Ordinary Price Representations (the "Compliance Policy");
 - (c) a written Compliance Policy which will include, among other things,
 - (i) a statement by Senior Management stressing the companies commitment to the policies and procedures contained therein;
 - (ii) a reference to the purpose of the Act, a general description of the Act, as well as a description of those provisions of the Act that are most relevant to the respective MSG (if active) and Interactive Marketing Group ULC businesses, including the enforcement, penalty and remedy provisions;
 - (iii) clear examples to illustrate the specific practices that are prohibited, so that MSG Personnel (if any) and Interactive Marketing Group ULC Personnel at all levels can easily understand the potential application of the Act to their own duties;
 - (iv) a practical code of conduct (the "Code") that identifies activities that are illegal or open to question. The Code should include the following features at a minimum:

- (I) A message from the respective President / CEO of Interactive Marketing Group ULC and MSG (if active) explaining the importance of the Code and the requirement for adherence by all employees as a condition of employment;
 - (II) Employee responsibilities under the Code. All employees are required to comply with the Code in performing their job requirements;
 - (III) Penalties for violation: Breaching the Code is serious and may result in disciplinary action. All employees are encouraged to report any violation of the Code to management and/or company legal counsel, if they become aware of the same;
 - (IV) The Code should provide examples of activities that fall under the criminal and civil provisions of the Act regarding false or misleading representations and deceptive marketing practices in promoting the supply or use of a product or any business interest;
 - (v) a statement outlining the consequences of breaching corporate policies;
 - (vi) procedures that detail exactly what an employee should do when concerns arise out of certain situations, or when possible violations of the Act are suspected; and
 - (vii) training sessions to ensure that all persons to whom this Agreement applies, understand the terms of this Agreement and the Compliance Policy.
- (d) the distribution of the Compliance Policy to Interactive Marketing Group ULC Personnel and MSG Personnel (if active);
 - (e) the inclusion of the Compliance Policy in any and all internal marketing, including pricing, advertising and distribution policies, manuals;
 - (f) the placement of the Compliance Policy on any standalone MSG and Interactive Marketing Group ULC Internet website;
 - (g) the development of and delivery to MSG (if active) and Interactive Marketing Group ULC Personnel of a mandatory Compliance Program/Compliance Policy education session;
 - (h) the development and delivery of an annual refresher Compliance Program/ Compliance Policy education session for Interactive Marketing Group ULC Personnel and MSG Personnel (if active) where deemed necessary by MSG and Interactive Marketing Group ULC based upon new developments; and

(i) the annual acknowledgment, in writing, by MSG (if active) and Interactive Marketing Group ULC that they provided appropriate tools to assist in the awareness and comprehension of the Compliance Program and Compliance Policy to relevant Personnel as provided in Appendix "F" of the Agreement.

15. The Commissioner or her/his authorized representative shall, on an annual basis, be entitled to require MSG and Interactive Marketing Group ULC to provide a written report on its annual review of MSG and Interactive Marketing Group ULC's Compliance Program and Compliance Policy and their implementation as described in paragraph 13. Any such report shall be submitted under oath or affirmation by an officer of the MSG and Interactive Marketing Group ULC within (30) thirty days of the request being made.
16. The Commissioner or her/his authorized representative may also request and if available on the scheduled date attend at the education sessions conducted by MSG (if active) and Interactive Marketing Group ULC.
17. The MSG and Interactive Marketing Group ULC shall submit to the Commissioner the MSG and Interactive Marketing Group ULC Compliance Program and Compliance Policy more fully described in paragraph 13 above, within (60) sixty days of the execution of the Agreement.

G. FAILURE TO COMPLY

18. A failure to comply with the terms of this Agreement by either MSG, Havas or Interactive Marketing Group ULC its Affiliates or any related person shall be deemed to be a breach of this Agreement by the breaching party.

H. COPIES OF THE AGREEMENT

19. MSG, Havas and Interactive Marketing Group ULC, shall provide a copy of the Agreement in its entirety to all current and future Interactive Marketing Group ULC and MSG employees (if any) and Havas, MSG and Interactive Marketing Group ULC Senior Management, within (15) fifteen days of the execution of the Agreement. Further, within (30) days of the execution of the Agreement, and in any event, upon commencing employment with MSG and Interactive Marketing Group ULC, for work in the Canadian marketplace, MSG and Interactive Marketing Group ULC shall secure from each such person identified above a signed and dated statement acknowledging that he or she read and understood the Agreement and the relevant Deceptive Marketing Practices provisions of the Act (Part VII. 1) which include subsections 74.01 (1) and 74.01 (2) of the Act.

I. TERM OF AGREEMENT

20. Unless otherwise specified, this Agreement shall be binding upon MSG, Havas and Interactive Marketing Group ULC and any related person as defined herein for a period of ten (10) years following the date of registration of this Agreement.

III. NOTICES

21. Notices pursuant to the Agreement shall be given to the Parties at the following addresses by registered mail:

(a) The Commissioner

Sheridan Scott
Commissioner of Competition
Competition Bureau
Place du Portage, Phase 1, 50 Victoria Street
Gatineau, QC K1A 0C9

Telephone: 819 997-3301
Facsimile: 819 953-5013

With copies to:

Josephine Palumbo
Senior Litigation Counsel
Department of Justice
Competition Law Division
Competition Bureau
Place du Portage, Phase 1, 50 Victoria Street
Gatineau, QC K1A 0C9

Telephone: 819 953-3902
Facsimile: 819 953-9267

(b) Media Syndication Global ("MSG"), Havas Group ("Havas") and Interactive Marketing Group ULC

Brenda L. Pritchard
Gowlings Lafleur Henderson LLP
Barristers and Solicitors
Suite 1600 - 1 First Canadian Place
100 King Street West
Toronto, ON M5X 1G5

Telephone: 416 862-5716
Facsimile: 416 862-7661

IV. GENERAL

22. The Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same Agreement.
23. The Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
24. For greater certainty, the Tribunal shall retain jurisdiction for the purpose of any application by the Commissioner or MSG, Havas and Interactive Marketing Group ULC to rescind or vary any of the provisions of the Agreement only in accordance with section 74.13 of the Act, or with respect to any issue concerning the Agreement with the exception of matters contained in paragraphs 5 to 10 above.
25. In the event of a dispute as to the interpretation or application of the Agreement, including any decision by the Commissioner pursuant to the Agreement or breach of the Agreement by MSG, Havas and Interactive Marketing Group ULC, either of the Parties shall be at liberty to apply to the Tribunal for an order interpreting any of the provisions of the Agreement. In the event of a dispute in relation to the English and French version of the Agreement, the English version shall govern.
26. In the event that the Tribunal varies, in a material respect, the substantive terms of the Agreement pursuant to section 74.13 of the Act, MSG, Havas and Interactive Marketing Group ULC or the Commissioner, with the exception of matters contained in paragraphs 5 to 10 shall each have the right to terminate the Agreement by written notice to the other parties hereto given within (7) seven days of the date on which such order is made.

The undersigned hereby agree to the registration of this Consent Agreement.

DATED at New York, in the State of New York this 13th day of June,2006.

Nancy Wynne

for: Media Syndication Global ("MSG"),
Havas Group ("Havas") and
Interactive Marketing Group ULC

DATED at Gatineau , in the Province of Québec this 14th day of June,2006.

Raymond Pierce
Deputy Commissioner of Competition

for: The Commissioner of Competition

For all media of distribution including newspapers, the title and first paragraph of the Notice will make reference to Media Syndication Global (“MSG”) and, Havas S.A. (“Havas”), the title and first paragraph of the Notice should read as follows:

APPENDIX "A"

NOTICE RE: Bushnell (8 x 21) Binoculars and Mark of Fitness Blood Pressure Monitors offered by Media Syndication Global and Havas S.A.

The Competition Bureau (the “Bureau”) has informed Media Syndication Global (“MSG”), and Havas S.A. (“Havas”) that certain representations made to the public via statement inserts included with CIBC credit card billing statements between August 1st, 2002 and November 2nd, 2004 concerning the price at which certain Bushnell (8 x 21) Binoculars and Mark of Fitness Blood Pressure Monitors would be ordinarily supplied by using the terminology “regular price” and “special offer” have raised concerns under the Deceptive Marketing Practices provisions of the *Competition Act* (the “Act”) and more specifically under the ordinary price provisions of the Act. The Bureau believes that the comparison prices overstated the prices at which those products were regularly offered for sale or sold.

MSG, Havas and Interactive Marketing Group ULC share the Bureau’s concern in providing accurate information to consumers and accordingly have entered into a Consent Agreement which provides that:

a refund by cheque shall be sent to each CIBC customer who purchased (and did not return) Bushnell (8 x 21) Binoculars or Mark of Fitness Blood Pressure Monitors in response to the statement insert offers between August 1, 2002 and November 2, 2004;

all of their regular selling price representations will comply with the deceptive marketing practices provisions of the Act; and

a corporate compliance program designed to ensure compliance with the Act will be developed and implemented.

Refund cheques will be sent automatically to the affected customers.

The Consent Agreement can be found on the Competition Tribunal’s web site at www.ct-tc.gc.ca. For additional information, consult the Competition Bureau’s web site at www.competitionbureau.gc.ca.

APPENDIX "B"

The newspapers and magazines in which Media Syndication Global ("MSG") and Havas S.A. ("Havas") are to publish the Notice identified in Appendix "A" of the Agreement include the following:

Globe and Mail	La Presse
Marketing Magazine	Strategy Magazine

1. MSG and Havas shall publish the Notice within (10) ten business days of the registration of the Agreement with respect to the newspapers and within the next possible publication of the magazine from the date of registration of the Agreement;
2. MSG, Interactive Marketing Group ULC and Havas shall publish the Notice as set out in Appendix "A" of the Agreement in the Wednesday and Saturday editions of each of the newspapers named above for two consecutive weeks. MSG, Havas and Interactive Marketing Group ULC shall obtain publication space in accordance with the following hierarchy of special availability, and every effort shall be made to obtain publication space in the following order of priority:
 - within the first (5) pages of the cover section;
 - within the first (4) pages of the business section;

With respect to the above-named magazines within the first (5) pages of the magazines.

3. The Notice shall appear in a space no less than 6 inches x 4 inches in size when published in the newspapers named above and no less than 3.5 x 5 inches in size when published in the magazines named above;
4. The title of the Notice as set out in Appendix "A" of the Agreement, shall be capitalized and shall appear in 16-point bold font unembellished print; and
5. The text of the Notice shall appear in 10-point font unembellished print in the newspapers and magazines named above.

APPENDIX "C"

If within one year of execution of this Agreement, Media Syndication Global ("MSG") and/or Interactive Marketing Group ULC creates a standalone website for its company, MSG and/or Interactive Marketing Group ULC as applicable shall publish the Notice, as it appears in Appendix "A" of the Agreement, on its respective website;

Publication of the Notice on the MSG and/or the Interactive Marketing Group ULC website shall be within five (5) days of registration of the Consent Agreement and publication of the Notice shall be concurrent to any newly created website by MSG;

The Notice shall remain on the web sites for a period of (6) six consecutive weeks;

The Notice shall be accessible through a link on the menu-bar of each website homepage entitled "Notice";

The Notice shall have a link to the Competition Tribunal website at www.ct-tc.gc.ca and to the Competition Bureau website at www.competitionbureau.gc.ca;

The Notice shall take up a full screen size of the linked page;

The text of the Notice shall appear in no less than (12) twelve-point font unembellished print; and

The title of the Notice, as set out in Appendix "A" of the Agreement, shall be capitalized and appear in no less than (16) sixteen-point bold font unembellished print.

APPENDIX "D"

NOTICE BY Media Syndication Global ("MSG"), Havas S.A. ("Havas") and Interactive Marketing Group ULC

RE: RESTITUTION NOTICE

The Commissioner of Competition (the "Commissioner") has concluded that Media Syndication Global ("MSG") made representations to the public between August 1, 2002 and November 2, 2004 concerning the price at which certain Bushnell (8 x 21) Binoculars and Mark of Fitness Blood Pressure Monitors would be ordinarily supplied that were false or misleading contrary to the deceptive marketing practices provisions of the Act.

Consequently, MSG and Havas have agreed to provide a partial refund to customers who purchased (and did not return) the Bushnell (8 x 21) Binoculars and the Mark of Fitness Blood Pressure Monitors in response to offers marketed by MSG through Canadian Imperial Bank of Commerce and Firstline (a division of CIBC) credit card statement inserts between August 1, 2002 and November 2, 2004.

These customers will be sent a refund cheque for and on behalf of MSG of \$50 for each Mark of Fitness Blood Pressure Monitor purchased and \$30 for each pair of Bushnell (8 x 21) Binoculars purchased, plus applicable taxes respectively. These refund cheques will be automatically issued to affected customers by September 30th, 2006 and no action is required on your part to claim a refund.

If you believe that you are entitled to a refund cheque but have not received it by October 30th, 2006, you may call CIBC at: 1-800-465-4653 for assistance.

..... Media Syndication Global ("MSG")

..... address

..... phone number

APPENDIX "E"

[Corporate Company Letterhead]

[date], 200[]

CONFIDENTIAL

Sheridan Scott
Commissioner of Competition
Competition Bureau
Place du Portage I
50 Victoria Street
Gatineau (Québec)

Dear Ms. Scott:

RE: Commitment to Establishment and Maintenance of Compliance Programs

Further to paragraph 12 of the Consent Agreement between the Commissioner of Competition (the "Commissioner") and Media Syndication Global ("MSG") and Interactive Marketing Group ULC registered before the Competition Tribunal on [date], I hereby commit to the successful implementation of a Corporate Compliance Program and Compliance Policy by Interactive Marketing Group ULC and Media Syndication Global ("MSG") (if active) towards promoting compliance with the *Competition Act*, R.S.C. 1985 c. C-34 (as amended) (the "Act") generally and the deceptive marketing practices provisions (Part VII. 1) namely subsections 74.01(1) and 74.01(2) and will take an active and visible role in their establishment and maintenance.

Sincerely,

cc: Josephine Palumbo
Senior Litigation Counsel
Department of Justice

APPENDIX "F"

[as noted. MSG does not currently have operations in Canada and hence, should MSG commence operating in Canada it will assert that it will establish a compliance program and policy as outlined in the Consent Agreement]

I, _____ of the City of _____, am employed by Media Syndication Global ("MSG") and/or Interactive Marketing Group ULC in the capacity of _____. In this capacity, I am materially involved in the formulation and/or the implementation of Media Syndication Global ("MSG") and/or Interactive Marketing Group ULC marketing, advertising, and distribution policies in or directed to the Canadian marketplace. I acknowledge that I am subject to and am required to comply with Media Syndication Global ("MSG") and Interactive Marketing Group ULC's Corporate Compliance Program and Media Syndication Global ("MSG") and Interactive Marketing Group ULC's Compliance Policy with respect to the *Competition Act*, R.S.C. 1985 c. C-34 (as amended) (the "Act").

This is to advise that:

- (a) I have read and understand Media Syndication Global ("MSG") and Interactive Marketing Group ULC's Compliance Program and Policy, the goal of which is to promote compliance with the Act generally, and subsections 74.01(1) and 74.01(2) specifically; and
- (b) I have read and understand Media Syndication Global ("MSG") and Interactive Marketing Group ULC's Compliance Program and Policy with respect to the Act.

[separate for each company]

Date: ___/___/___

Signature: _____

