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REGISTRAR / REGISTRARE

CT-2025-001

OTTAWA, ONT.

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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 application by the Commissioner of Competition for an order pursuant to section 74.1 of the *Competition Act* regarding conduct reviewable pursuant to paragraph 74.01(1)(a) and as clarified for greater certainty by subsection 74.01(1.1) of the *Competition Act*;

BETWEEN:

COMMISSIONER OF COMPETITION

Applicant

- and -

CANADA'S WONDERLAND COMPANY

Respondent

RESPONSE OF THE RESPONDENT TO THE NOTICE OF APPLICATION

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PART I – OVERVIEW

1. Canada's Wonderland Company ("**Wonderland**") is Canada's largest amusement park, located in Vaughan, Ontario, just north of Toronto. Wonderland has been a premier destination for thrills, family fun, and world-class entertainment since 1981. Wonderland's guests are at the heart of everything it does.
2. The Commissioner of Competition's (the "**Commissioner**") Notice of Application, filed on May 5, 2025 (the "**Application**"), alleges that Wonderland has engaged, and continues to engage, in reviewable conduct contrary to paragraph 74.01(1)(a) and subsection 74.01(1.1) of the *Competition Act*, RSC 1985, c C-34 (the "**Act**"). Specifically, the Application alleges that Wonderland's advertised prices are unattainable due to the addition of a fixed processing fee. Wonderland denies these allegations. Wonderland's price representations are transparent, pro-consumer, and fully compliant with the Act.
3. At all times, Wonderland has prioritized providing guests with clear, accurate, and timely information regarding the total cost of admission and related products. This commitment to transparency and clarity extends beyond Wonderland's website (canadaswonderland.com) (the "**Website**") and mobile App (the "**Mobile App**") to all of Wonderland's public communications, including its social media platforms, where representations regarding pricing and fees are made with the same level of detail and prominence. This ensures that consumers receive consistent, reliable information regardless of the channel through which they engage with Wonderland. Wonderland's platforms are designed to empower consumers with meaningful choice, flexibility, and transparency at every stage of the purchasing process. This

approach not only complies with legal requirements but also enables consumers to make informed decisions and select options best suited to their needs.

4. Contrary to the Commissioner's assertions, Wonderland's pricing representations do not constitute "drip pricing" so as to come within the ambit of subsection 74.01(1.1) of the Act. On its Website and other platforms, Wonderland transparently discloses that a processing fee "*up to 9.99*" will be included in the price of each order. No hidden fee is "dripped" onto an initially advertised price; rather, the fee disclosure forms an inseparable part of the represented price.
5. The Commissioner is adopting a new, unprecedented, and legally unsubstantiated position in this Application; namely, that all prices displayed by Wonderland (and all pricing representations by any entity doing business in Canada, moving forward) must be all-inclusive (except for taxes), and that no amount or manner of disclosure – no matter how clear or prominent – can otherwise satisfy the requirements of the Act. The requirement for "all-inclusive" pricing is *not* found in subsection 74.01(1.1) or anywhere else in the Act. Indeed, the Commissioner's interpretation of subsection 74.01(1.1) is inconsistent with his own definition of drip pricing as set out in his own public materials.
6. The Commissioner, in effect, seeks to transform the Act (and contort the "drip pricing" provision) into a price regulation tool by insisting that a single, all-inclusive price be displayed at the outset of any purchasing process. If this interpretation of subsection 74.01(1.1) were accepted, the provision would effectively impose a specific pricing model on businesses (i.e., all-inclusive pricing) instead of targeting representations that are actually false or misleading due to the omission of relevant pricing information. This proposed interpretation is not only inconsistent with the plain language of subsection 74.01(1.1), it is also disconnected from the

legislation's purpose of protecting the market and consumers from misinformation and deception. The Act does not purport to control how businesses go about setting their prices.

7. Providing all relevant pricing information to consumers upfront is, by definition, neither inaccurate nor deceptive. Wonderland's transparent pricing practices ensure that consumers are fully informed and, in fact, benefit the public by rewarding high-volume purchases with lower prices. These practices promote informed consumer choice and do not mislead or deceive, which is the conduct the Act is intended to address.
8. Further and in any event, the processing fee is not a "fixed" fee as required to constitute "drip pricing" under subsection 74.01(1.1). The fee varies depending on the nature and volume of products in the consumer's shopping cart and therefore cannot be built into the upfront per-item pricing of any single admission item or product.
9. Moreover, even if Wonderland's pricing representations did constitute "drip pricing" under subsection 74.01(1.1) (which is denied), they would not be false or misleading "in a material respect" so as to constitute reviewable conduct under paragraph 74.01(1)(a). The processing fee is not only prominently disclosed at the outset of the purchasing process (forming an integral part of Wonderland's pricing representations), it is also *repeatedly* disclosed throughout the process. These disclosures ensure that the ordinary consumer's general impression of Wonderland's prices is consistent with the actual prices they have to pay.
10. Setting aside subsection 74.01(1.1) (which does not apply), Wonderland is not otherwise in breach of paragraph 74.01(1)(a). Its price representations are transparent, comprehensive, and demonstrably neither false nor misleading.

11. The Commissioner's Application is further undermined by the significant and unexplained delay in enforcement. After initially raising concerns with Wonderland in July 2023, the Commissioner did not engage in any further substantive communication for approximately seventeen months. Shortly after the Commissioner's initial engagement, Wonderland voluntarily modified its price disclosures to proactively address the concerns raised by the Commissioner (without acknowledging that such concerns were warranted). The Commissioner's subsequent decision to proceed with enforcement – after such a prolonged period of inactivity – calls into question both the urgency and the ongoing relevance and harm of the alleged conduct.
12. Wonderland opposes the Commissioner's Application and asks that the relief sought be denied in its entirety, with costs payable to Wonderland.

PART II – ADMISSIONS AND DENIALS

13. Except as expressly admitted below, Wonderland denies each and every allegation in the Application. Wonderland denies any wrongdoing. Wonderland further denies that the Commissioner is entitled to the relief sought in the Application – or to any relief at all – and puts the Commissioner to the strictest proof thereof.
14. In particular, and with respect to the alleged representations contained in paragraphs 10 and 21 to 35 of the Application, Wonderland denies that any such representations contravene paragraph 74.01(1)(a) of the Act, or any other provision of the Act.

PART III – MATERIAL FACTS

A. Chronology of Salient Interactions with the Bureau

(i) Initial Bureau Contact

15. On or about July 14, 2023, Wonderland was first contacted by the Competition Bureau (the “**Bureau**”) regarding its online disclosure of processing fees. The Bureau expressed the Commissioner’s preliminary view that Wonderland’s practice of advertising ticket prices could constitute “drip pricing.” The Bureau referenced paragraph 74.01(1)(a) and subsection 74.01(1.1) of the Act and suggested that the application of a mandatory processing fee might render advertised prices unattainable and potentially false or misleading under the Act.
16. The Bureau did not specify what, if any, changes would be required to satisfy its concerns. Instead, the Bureau invited Wonderland to “*take any steps it considered necessary*” to ensure compliance with the Act, and indicated it would monitor the situation, offering no substantive guidance or follow-up.

(ii) Prolonged Inactivity and Sudden Escalation

17. On or about August 16, 2023, Wonderland, through counsel, acknowledged the Bureau’s letter and confirmed that it was considering the concerns raised. Wonderland also invited the Bureau to provide any further questions or clarification in order to resolve those concerns.
18. Wonderland proactively modified its website in September 2023, including adding language to further clarify the processing fee: “*processing fee up to \$9.99,*” in an attempt to address the Commissioner’s concerns.
19. Following these modifications, the Bureau did not communicate further with Wonderland or its counsel for almost a year and a half. There was no indication of urgency, no request for

additional information, and no suggestion of ongoing concern from the Commissioner during this period.

20. Then, on or about February 21, 2025, the Bureau issued a “Notice of Inquiry Commencement” under subparagraph 10(1)(b)(ii) of the Act, launching a formal inquiry. This action was taken without any prior warning or explanation for the sudden escalation.
21. Thereafter, on or about March 17, 2025, the Bureau sent Wonderland’s counsel a Request for Information, seeking detailed commercial data, including processing fee revenues by product category. On March 20, 2025, Wonderland, through counsel, responded by requesting clarification of the Commissioner’s position and the relevance of the requested information, reiterating its view that the processing fee is fully disclosed, variable, and not a fixed obligatory charge or fee as contemplated by the Act. Wonderland also asked the Bureau what specific changes would, in the Commissioner’s view, need to be made to Wonderland’s Website and other online channels to address the Commissioner’s concerns.
22. On March 21, 2025, the Bureau responded to Wonderland’s counsel and did not provide any substantive direction, instead referencing the Tribunal’s reasoning in *Commissioner of Competition v Cineplex Inc.* and reiterating its view that the processing fee was a fixed and obligatory fee for the purposes of the Act.
23. On April 14, 2025, Wonderland, through counsel, wrote to the Bureau once again, seeking (among other things) clarification of the Commissioner’s position. In the letter, Wonderland enclosed modified draft representations that it was in the process of implementing on its Consumer Channels (as defined herein), and which were subsequently implemented (see Figures 1 and 2). Wonderland asked whether the representations sufficiently addressed the

Commissioner's concerns. If not, Wonderland requested that the Commissioner identify what further changes would be required to resolve the Commissioner's concerns. Wonderland also sought confirmation as to whether it was the Commissioner's position that every price displayed on Wonderland's Website or other online channels must be all-inclusive (except for taxes) in order to address his concerns, and whether the Commissioner maintained that no amount or manner of disclosure could otherwise satisfy his concerns.

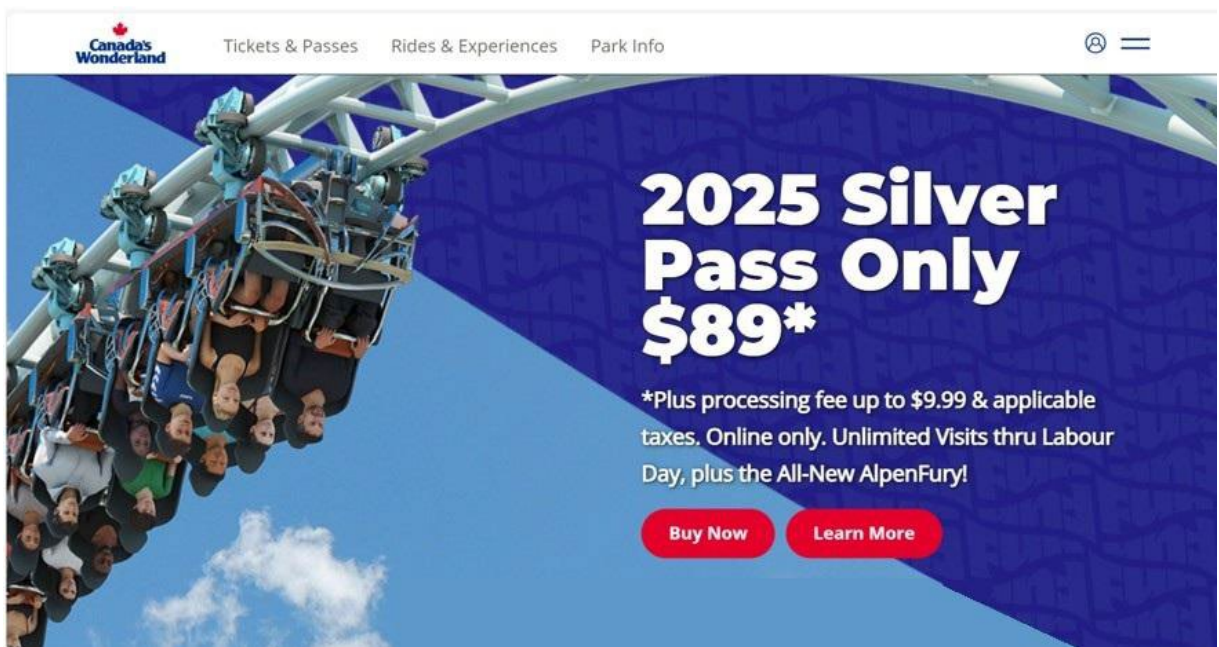


Figure 1: Draft representation implemented by Wonderland on its Consumer Channels, as enclosed with the April 14, 2025 letter to the Bureau.



Figure 2: Draft representation implemented by Wonderland on its Consumer Channels, as enclosed with the April 14, 2025 letter to the Bureau.

24. The Bureau responded to Wonderland on April 25, 2025, noting that, in the Commissioner's view, Wonderland continues to engage in reviewable conduct contrary to paragraph 74.01(1)(a) of the Act. Despite Wonderland's repeated requests for constructive feedback and its ongoing willingness to make reasonable modifications, the Bureau did not provide any comments on behalf of the Commissioner regarding Wonderland's draft representations, nor did it articulate or propose a solution to address the Commissioner's concerns. However, for the first time, the Bureau confirmed the Commissioner's position that no amount or manner of disclosure would satisfy the Commissioner's concerns. Further, although the Act does not contain a specific provision prohibiting the imposition of processing or similar fees – referred to in some U.S.

legislation as “junk fees” – the Commissioner characterized subsection 74.01(1.1) of the Act as intended to prohibit “junk fees”.

25. Notwithstanding Wonderland’s consistent openness to dialogue, the Commissioner proceeded directly to litigation after the April 25th letter, filing an application with the Competition Tribunal on May 5, 2025. This litigation was commenced despite Wonderland’s demonstrated good faith, transparency, and ongoing efforts to address the Commissioner’s concerns.

B. Wonderland’s Online Sales

26. Wonderland admission items and related products can be purchased through Wonderland’s Website, the Mobile App, and in person at the park’s front gate. Admission items, such as tickets and season passes, are primarily sold through the Website and the Mobile App. In addition to admission items, a range of non-admission items – including meal plans, parking add-ons, and other enhancements – are also available for purchase through these channels.
27. Website and Mobile App purchases often include promotional discounts or bundled savings compared to gate prices. Further, even with the addition of a processing fee, admission items are less expensive when purchased online than when purchased at the gate. Purchasing in advance through the Website or the Mobile App also offers added convenience, allowing consumers to flow through the park faster and save time at entry.

C. Wonderland’s Tiered Processing Fee

28. Wonderland applies a processing fee to orders placed through the Website or the Mobile App, except for certain packages which are exempt from this fee.

29. The fee, which can range from \$0.99 to \$9.99, is applied on a per-order (rather than per-item) basis. Accordingly, regardless of the number of items within an order – whether admission items only, admission and non-admission items, or non-admission items only – a single processing fee is charged for the entire order.
30. Following a tiered structure, this per-order processing fee varies depending, in particular, on the specifics of each transaction, including the type and amount of admission items and/or product(s) selected for purchase.
31. The different fee tiers are outlined below:

Order Processing Fee Formula	
Items in Order	Order Processing Fees
Only Non-Admission Items ¹	\$0.99
1 - 2 Items (Including at least one Admission Item or one of four Non-Admission Items)	\$6.99
3 - 4 Items (Including at least one Admission Item or one of four Non-Admission Items)	\$8.99
5 or more Items (Including at least one Admission Item or one of four Non-Admission Items)	\$9.99

32. As reflected above, for orders that contain only non-admission items (excluding the four referenced in footnote 1), a processing fee of \$0.99 generally applies, regardless of the number of items purchased. When one or more non-admission items are purchased together with admission items or with one of the four items referenced in footnote 1, a processing fee of \$6.99 to \$9.99 is charged, depending on the total number and type of items ordered.

¹ Excluding four non-admission items that are treated as admission items for the purposes of the processing fee.

33. Since, in particular, the quantum of the processing fee is determined by the type and quantity of items a consumer selects, there is no fixed per-item fee that could be built into per-item pricing at the outset. The total processing fee is determined by the overall composition and volume of the transaction, not by any single product.
34. This results in a single capped fee being applied to each transaction, regardless of the number of items purchased. Consequently, consumers who purchase multiple admission items or products in a single transaction pay a lower average processing fee per item compared to those purchasing a single item.
35. To further illustrate this point, the following table provides examples of how the average processing fee per item fluctuates depending on the type and quantity of items in the cart.

Single Admission Ticket	Additional Items in Order		Order Processing Fee	Average Processing Fee Per Item	All-Inclusive Expenditure on Single Admission Ticket
	Items	Total Price of Additional Items			
\$45.00	None	\$0.00	\$6.99	\$6.99	\$51.99
\$45.00	+ 1 Admission Ticket	\$45.00	\$6.99	\$3.50	\$48.50
\$45.00	+ 2 Admission Tickets	\$90.00	\$8.99	\$3.00	\$48.00
\$45.00	+ 3 Admission Tickets	\$135.00	\$8.99	\$2.25	\$47.25
\$45.00	+ 4 Admission Tickets	\$180.00	\$9.99	\$2.00	\$47.00
\$45.00	+ 5 Admission Tickets	\$225.00	\$9.99	\$1.67	\$46.67
\$45.00	+ 1 Single Meal Deal	\$19.99	\$6.99	\$3.50	\$48.50
\$45.00	+ 1 Single Meal Deal+ 1 Fast Lane	\$98.99	\$8.99	\$3.00	\$48.00
\$45.00	+ 1 Single Meal Deal+ 1 Fast Lane+ Single Day FunPix	\$123.98	\$8.99	\$2.25	\$47.25
\$45.00	+ 1 Single Meal Deal+ 1 Fast Lane+ Single Day FunPix + 1 VIP Lounge Access	\$143.97	\$9.99	\$2.00	\$47.00
\$45.00	+ 1 Admission Tickets+ 2 Single Meal Deal+ 2 Fast Lane+ Single Day FunPix + 2 VIP Lounge Access	\$307.95	\$9.99	\$1.11	\$46.11

D. Wonderland’s Price Representations

36. The Application focuses on Wonderland’s pricing representations for the sale of admission items and related products across multiple consumer channels, including the Website and Mobile App – which are the exclusive online platforms for purchasing admission items – as

well as Wonderland’s social media platforms: Facebook, X (formerly Twitter), Instagram, and promotional emails (collectively, the “**Consumer Channels**”).

37. As illustrated below, in all Consumer Channels, the processing fee is clearly disclosed as part of the represented price. This transparency is maintained throughout the purchasing process on both the Website and Mobile App, ensuring that consumers are consistently informed of the maximum applicable fee from the outset.

(i) The Website

38. When consumers visit the Website, the first page they see is one that promotes Wonderland’s 2025 Silver Pass for “*Only \$89**”. The asterisk disclosure, stating “*Plus processing fee up to \$9.99 & applicable taxes,*” is prominently displayed directly below the advertisement. This disclosure is also displayed again toward the bottom of the page, as illustrated in Figure 3.

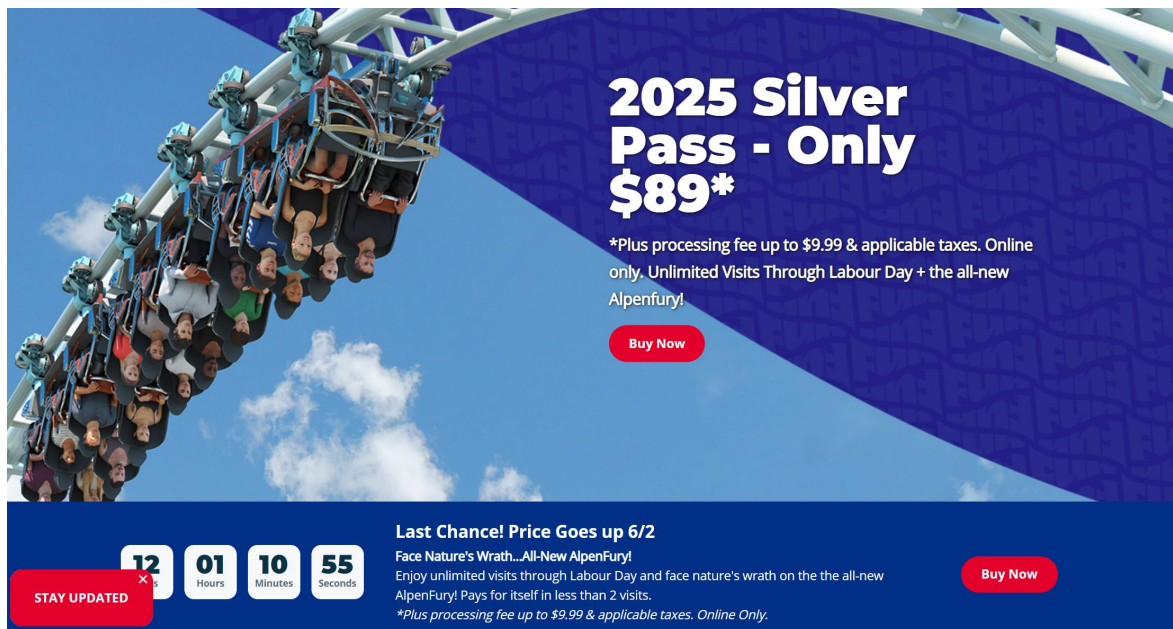


Figure 3: Screen Capture from Wonderland’s Website (as of June 1, 2025)

39. The inclusion of the processing fee in the represented price is not only disclosed at the outset of the purchasing process, it is also repeatedly disclosed to consumers at multiple stages of the process. Furthermore, the final amount of the processing fee is prominently disclosed at the checkout stage, immediately prior to the consumer's decision to complete the purchase, thereby ensuring that consumers are fully informed of all applicable charges before being required to confirm their transaction (See Figure 4).

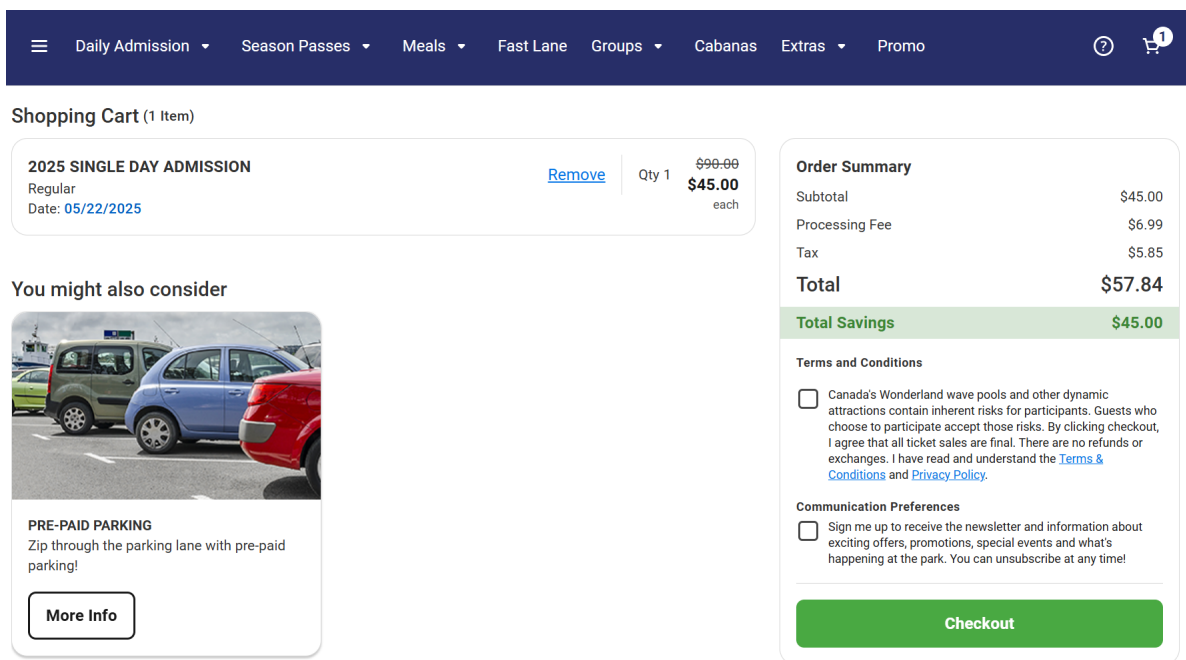



Figure 4: Screen Capture from Wonderland's Website (as of June 1, 2025)

(ii) Mobile App

40. The purchasing process and disclosures of the processing fee on the Mobile App are consistent with those on the Website, ensuring the same level of transparency and clarity for consumers throughout the transaction. Screen captures illustrating this consistency are provided below.

Park Tickets




Daily Tickets

From
\$45*

*Plus processing fee up to \$9.99 & applicable taxes.

Single day admission to Canada's Wonderland & Splash Works Waterpark any one public operating day during the 2025 season.

[Buy Now](#)



Season Passes

[Compare Season Passes](#)

2025 Silver Pass

Visits Thru Labour Day

\$89*

*Plus processing fee up to \$9.99 & applicable taxes. Or 7 easy payments of \$12.71. [View terms and conditions.](#)

Enjoy unlimited visits through Labour Day to Canada's Wonderland and Splash Works water park with a 2025 Silver Pass. As well as early entry and exclusive discounts and perks only available to season passholders.

[Buy Now](#)




Figure 5: Screen Capture from the Mobile App (as of June 1, 2025)

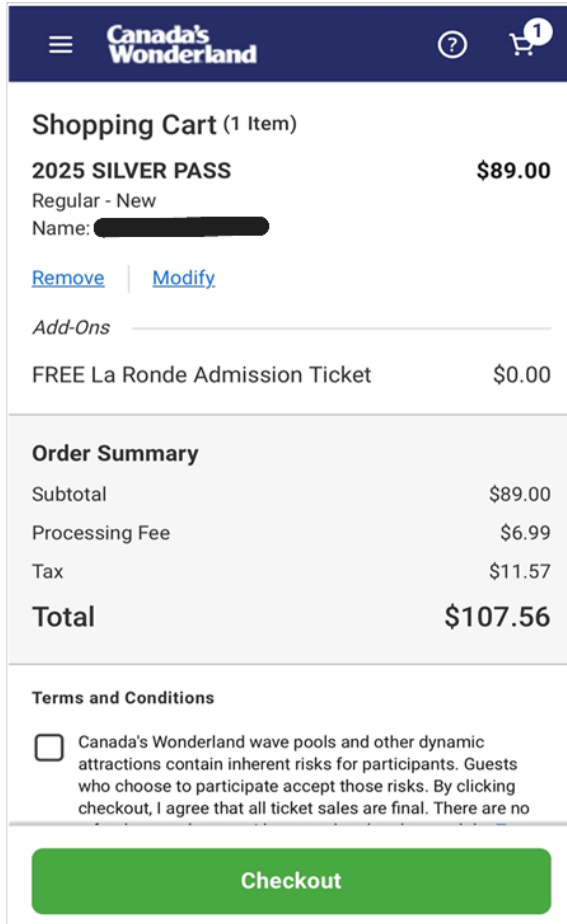


Figure 6: Screen Capture from the Mobile App (as of June 1, 2025)

(iii) Social Media

41. Social media platforms, including Facebook, X (Twitter), and Instagram are utilized by Wonderland primarily for advertising purposes. In these advertisements, as on the Website and Mobile App, the processing fee is consistently disclosed as part of the represented price. To actually make a purchase, consumers must click through the advertisement to Wonderland's Website, where they are presented with the representations and disclosures outlined in paragraphs 38 to 39 above. Captures of Wonderland's advertisements on the respective platforms are provided below for reference.

(a) Facebook

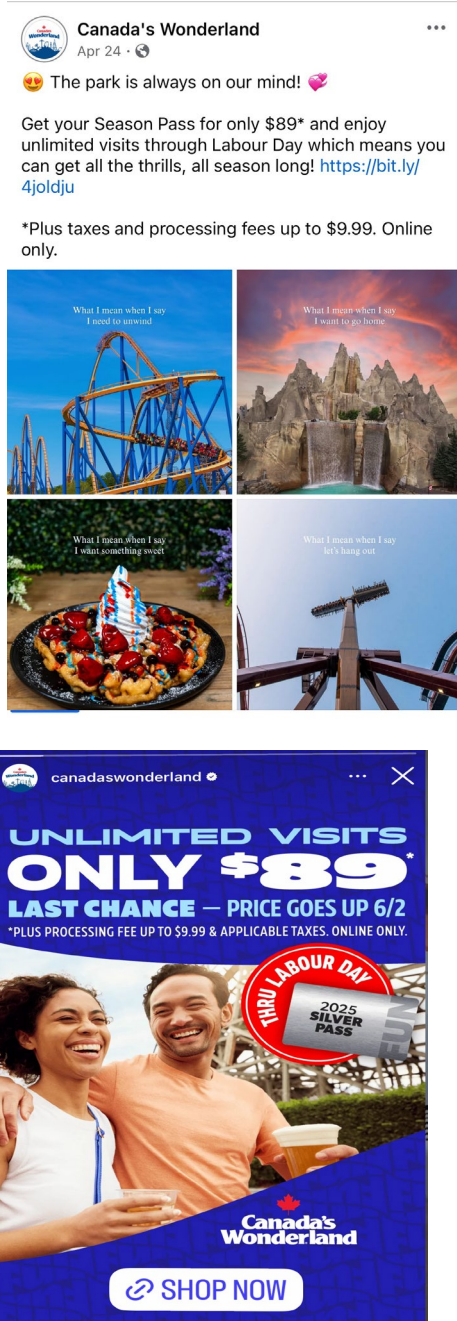


Figure 7: Screen Captures of Facebook Post (as of April 24, 2025) and Advertisement (as of June 1, 2025)

(b) X (Twitter)

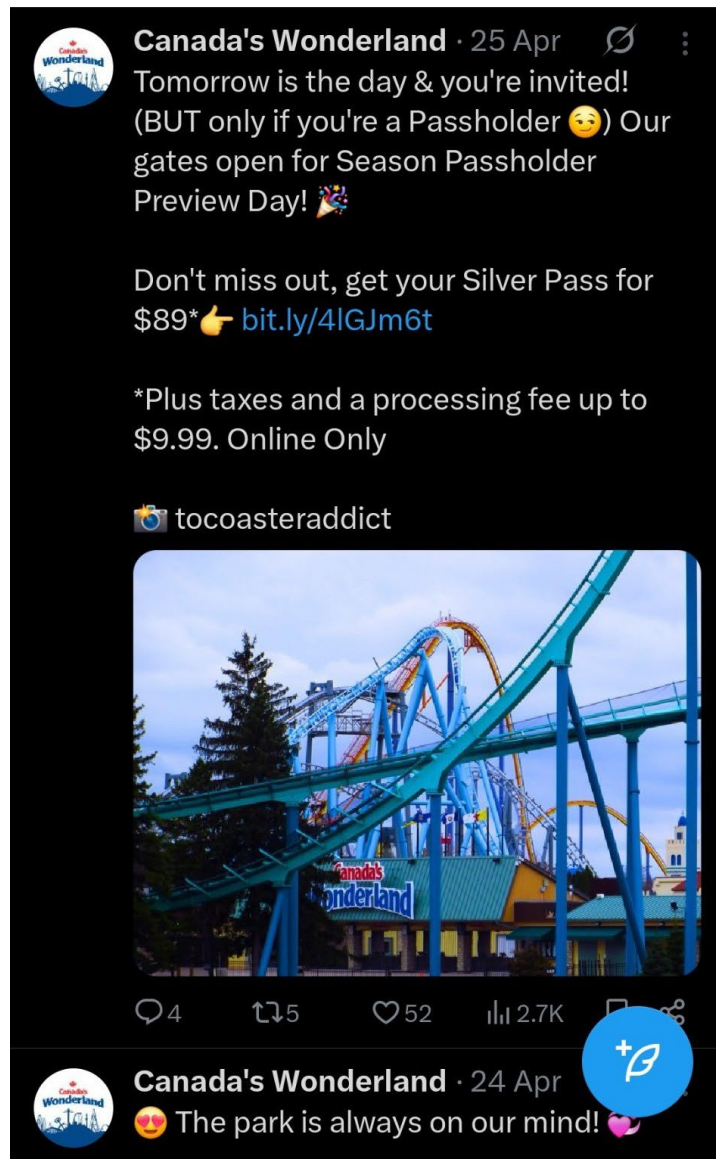


Figure 8: Screen Capture from Wonderland's X (Twitter) Page (as of April 25, 2025)

(c) *Instagram*

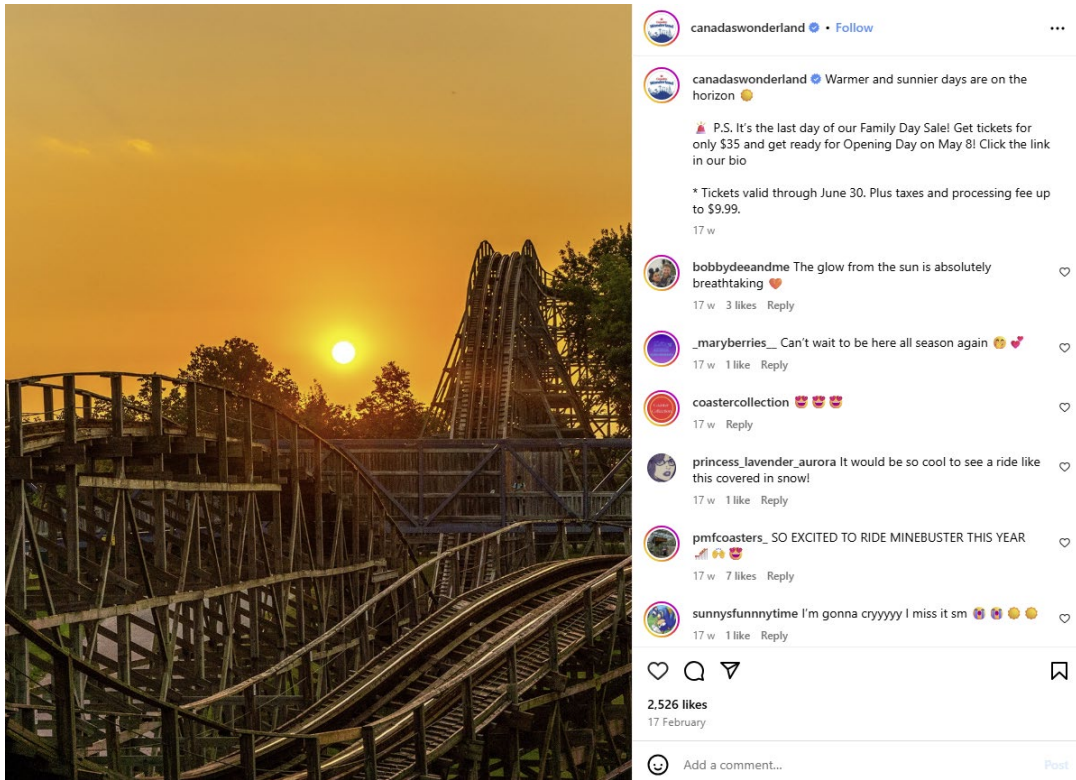


Figure 9: Screen Capture of Instagram Post (as of February 17, 2025)

(iv) *Promotional Emails*

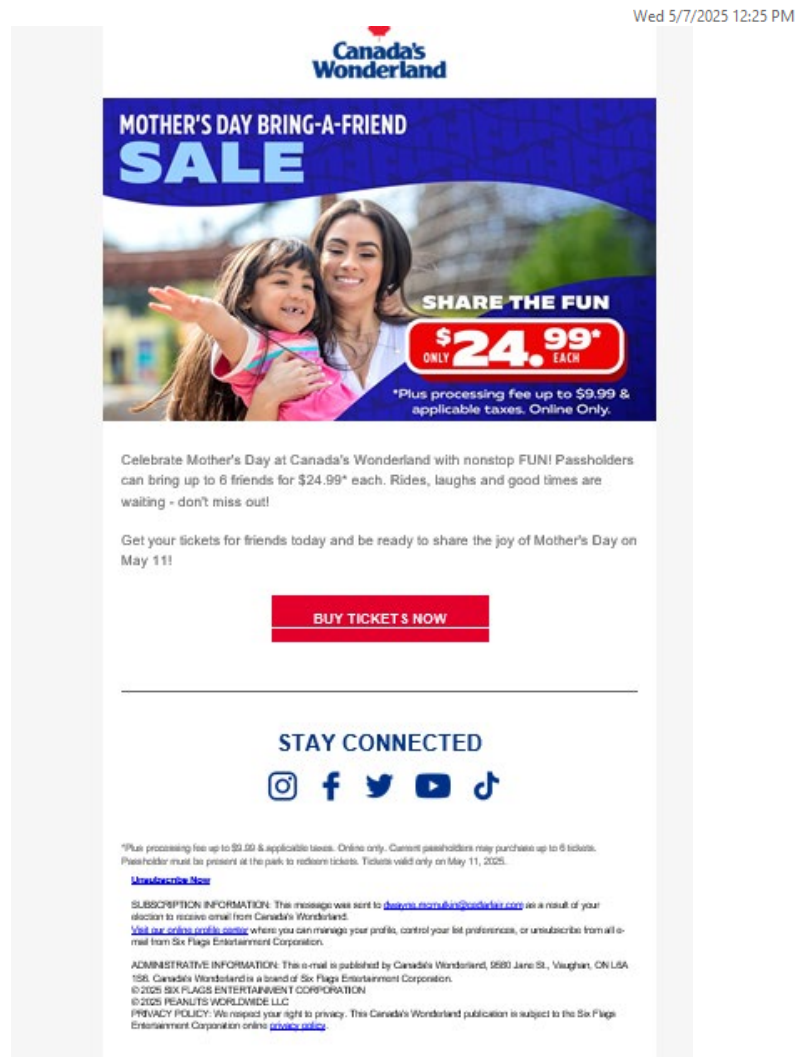


Figure 10: Screen Capture of Promotional Email Sent on May 7, 2025

PART IV – THE GROUNDS ON WHICH THE APPLICATION IS OPPOSED

A. Wonderland Does Not Engage in Reviewable Conduct Contrary to Paragraph 74.01(1)(a) of the Act

42. Wonderland's price representations are not "false or misleading in a material respect" as required to constitute reviewable conduct under paragraph 74.01(1)(a) of the Act.

43. Contrary to the Commissioner’s assertions, Wonderland does not engage in “drip pricing” so as to come within the ambit of subsection 74.01(1.1). Wonderland’s disclosures about the existence and maximum quantum of the processing fee form an inseparable part of its *attainable* price representations. Moreover, the processing fee is not “fixed” or even “obligatory” in all circumstances. As such, subsection 74.01(1.1) does not apply.
44. Further, even if subsection 74.01(1.1) did apply (which is denied), the lack of “all-inclusive” pricing at the outset of the purchasing process is not *material*. The general impression conveyed to the ordinary consumer is that Wonderland’s prices include the additional fees that are expressly and prominently disclosed at all relevant stages of the purchasing process.
45. For the same reason, and separate and apart from subsection 74.01(1.1), Wonderland’s price representations are not “false or misleading in a material respect” so as to otherwise contravene paragraph 74.01(1)(a) of the Act.

(i) Wonderland’s Represented Prices Are Attainable and Transparent

46. Wonderland’s price representations do not fall within the definition of “drip pricing” in subsection 74.01(1.1), as the prices represented by Wonderland for its admission items and products are attainable by consumers.
47. According to the Commissioner’s own materials, “drip pricing” refers to the practice of advertising something at one price while “concealing” the existence of additional “hidden fees” that are only “dripped” or “tacked on” to the price at later stages of the purchasing process.²

² See, for example: Competition Bureau, “[Examining the Canadian Competition Act in the Digital Era](#)” (February 8, 2022); Competition Bureau, “[The Deceptive Marketing Practices Digest – Volume 6](#) (April 17, 2023).

48. Wonderland does not engage in this conduct. The prices represented by Wonderland include prominent disclosures about the additional processing fee, including the maximum potential amount of the fee. These disclosures are not hidden, concealed, or shielded from view. Rather, they are intimately part of Wonderland's price representations.
49. These disclosures are repeated throughout the purchasing process, making clear to the consumer at all times that a variable processing fee of "*up to \$9.99*" will apply to their purchase. The fact that some consumers may pay a *lower* processing fee depending on the quantity of products selected (or no processing fee at all, for certain packages), does not make the represented prices "unattainable". From the outset and throughout the purchasing process, the consumer is fully informed about the maximum potential cost of their order.
50. Contrary to the Commissioner's assertions, the Act does not require that all price representations be a single, all-inclusive number at the outset. The plain language of subsection 74.1(1.1) does not support the Commissioner's position in this regard. If Parliament had intended to mandate all-inclusive pricing, it could have done so with clear language to that effect. It did not.
51. The Commissioner effectively seeks to transform the Act into a price regulation tool by insisting on an interpretation of 74.01(1.1) that would impose a specific ("all-inclusive") pricing model on all businesses rather than targeting price representations that are actually false or misleading due to the omission of relevant pricing information.
52. In this respect, the Commissioner's proposed interpretation of 74.01(1.1) is not only inconsistent with the plain language of the provision, it is also completely disconnected from the purpose of the Act. That purpose is to protect consumers (and the market) from

misinformation and *deceptive* marketing practices, not to control how businesses go about pricing their products or services. By disclosing all price components upfront, Wonderland's price representations are, by definition, neither inaccurate nor deceptive.

53. If interpreted in the manner proposed by the Commissioner, subsection 74.01(1.1) would unlawfully infringe Wonderland's right to freedom of expression under s. 2(b) of the *Charter* in a manner that is not justified in a free and democratic society. Any ambiguity in the legislation must be reconciled in a manner that allows for the legislation to be *Charter*-compliant.

(ii) The Processing Fee is Not "Fixed"

54. Further and in any event, subsection 74.01(1.1) does not apply because the processing fee is not a "fixed" fee. The amount of the fee varies depending on the particulars of each order, including the quantity and combination of products selected.
55. In certain circumstances, such as with specific packages, the fee is not applied, making it avoidable for some consumers. In this respect, the fee is also not "obligatory."
56. Since the quantum of the fee depends on the characteristics of the overall transaction rather than on any individual product, the amount of the fee cannot be determined in advance and therefore cannot be incorporated into per-item pricing.
57. The variable nature of the processing fee distinguishes it from the type of "fixed" charges that subsection 74.01(1.1) is intended to address.

(iii) The Lack of "All-Inclusive" Pricing Is Not Materially Misleading

58. Further or in the alternative, even if Wonderland's pricing practices did constitute drip pricing under subsection 74.01(1.1) (which is denied), the price representations are not false or

misleading “in a material respect” as required to constitute reviewable conduct under paragraph 74.01(1)(a).

59. The fact that pricing information is not displayed in an “all-inclusive” manner is not *material* given, in particular, the prominent up-front disclosure of the processing fee and the continued disclosure of all relevant pricing information throughout the purchasing process. These transparent disclosures ensure that the ordinary consumer’s general impression of Wonderland’s prices is consistent with the prices they ultimately pay.

(iv) Wonderland Is Not Otherwise in Breach of Paragraph 74.01(1)(a) of the Act

60. Separate and apart from subsection 74.01(1.1), Wonderland’s price representations do not otherwise contravene paragraph 74.01(1)(a).
61. Wonderland’s price representations are neither false nor misleading. All price components, including the maximum applicable processing fees, are disclosed clearly and prominently at the outset and throughout the consumer’s purchasing process. The general impression conveyed to the ordinary consumer is that the price will include these fees.
62. Breaking down the total price of a product by itemizing its components in the purchasing process is not prohibited by paragraph 74.01(1)(a) or any other provision of the Act.
63. To accept the Commissioner’s claim, the express words used by Wonderland in reference to the processing fee would need to be emptied of their clear and ordinary meaning, thus lowering the objective standard for consumers to an unacceptable level.

B. Request for Relief Is Inappropriate and Unwarranted

64. The Commissioner's requests for declaratory relief, a prohibition order, public notices, an administrative monetary penalty, and reimbursement should not be granted because Wonderland has not engaged in reviewable conduct under paragraph 74.01(1)(a) of the Act.

65. Even if the Tribunal were to find that Wonderland engaged in reviewable conduct (which is denied), the Tribunal should exercise its discretion not to order the relief sought by the Commissioner. The relief sought by the Commissioner is inappropriate and unwarranted given, in particular, Wonderland's diligence and conduct, the absence of any need for an order to promote conformity by Wonderland with the purposes of Part VII.1 of the Act, and all of the other circumstances set out in the Response.

(i) No Jurisdiction to Grant Declaratory Relief

66. The remedies available for a breach of paragraph 74.01(1)(a) of the Act are prescribed in section 74.1 of the Act. That section does not authorize the Tribunal to order declaratory relief. Further, since the Tribunal is a statutory tribunal, it does not have any inherent jurisdiction to order declaratory relief outside the remedies prescribed by the Act. As such, there is no basis for the declaratory relief sought by the Commissioner.

(ii) Wonderland Exercised Due Diligence

67. At all times material to this Application, Wonderland took reasonable and diligent steps to ensure that consumers would not be misled by its price representations and to prevent any reviewable conduct from occurring. As a result, in accordance with subsection 74.1(3) of the Act, no order under paragraphs 74.1(1)(b), (c), or (d) can be ordered against Wonderland.

68. In particular, Wonderland implemented clear and prominent disclosures, promptly sought to address concerns identified by the Commissioner, and repeatedly requested constructive feedback from the Commissioner, who – in response – refused to articulate or propose a solution to address his own concerns.

(iii) Prohibition Order Is Unwarranted

69. The Tribunal should decline to make an order prohibiting Wonderland from engaging in reviewable conduct or substantially similar reviewable conduct in Canada (or anywhere) for a period of 10 years, or at all. To the extent that any reviewable conduct occurred (which is denied), it has been self-corrected by Wonderland. A prohibition order is therefore unnecessary to promote conduct that is in conformity with the purposes of Part VII.1 of the Act.

(iv) Corrective Notice Order Is Unwarranted

70. Even if the Tribunal is not precluded under subsection 74.1(3) from making an order requiring Wonderland to disseminate corrective notices under paragraph 74.1(1)(b) (which is denied), it should nonetheless decline to make such an order in the circumstances.

71. Wonderland has not put any inaccurate information into the marketplace that requires correction. In the alternative, if any inaccurate information was put into the marketplace (which is denied), it was of a limited or isolated nature and does not warrant or necessitate the dissemination of corrective notices.

(v) Administrative Monetary Penalty Is Unwarranted

72. The Commissioner's request for an administrative monetary penalty against Wonderland should be rejected. Wonderland denies each of the alleged aggravating factors at paragraph 36 of the

Application, and in addition to the facts pleaded herein, relies, in particular, on the following as relevant factors under subsection 74.1(5) of the Act:

- (a) *Reach, frequency, and duration of the impugned conduct:* The Bureau did not take any enforcement action against Wonderland for almost a year and a half in respect of what it now claims are deceptive marketing practices. Wonderland's proactive and voluntary updates to its price disclosures further mitigate any potential impact.
- (b) *Vulnerability of the consumers:* There is no indication that the class of persons likely to have been affected by the alleged conduct was particularly vulnerable, nor is there any indication of actual consumer harm or confusion. Wonderland's pricing practices have been transparent, with all material price components – including any processing fees – clearly disclosed at all material points in the transaction process.
- (c) *Materiality of any representations:* Any representations at issue were not material, as all relevant price information was clearly disclosed throughout the purchasing process and could not reasonably be expected to influence a consumer's purchasing decision.
- (d) *Likelihood of self-correction:* No administrative monetary remedy is necessary to ensure compliance with any finding of the Tribunal regarding the impugned representations.
- (e) *Wonderland's history of compliance with the Act:* Wonderland has a demonstrated history of compliance with the Act and has consistently demonstrated a commitment to conducting its business in conformity with the Act and relevant guidance. There is no history of prior contraventions or enforcement actions against Wonderland under the Act, which further supports that an administrative monetary penalty is not warranted in

the circumstances.

(f) As an additional relevant factor, this matter raises novel issues involving new and unsettled areas of law. The absence of clear guidance or established precedent in this context (and conflicting and evolving views from the Commissioner) militates against the imposition of an administrative monetary penalty. In particular:

- i. The Commissioner presents in his Application a definition of drip pricing that conflicts with his own public materials;
- ii. The Commissioner is adopting a new, unprecedented and legally unsubstantiated position in this Application, namely that every representation of a price to the public must be all-inclusive (except for taxes) and no amount or manner of disclosure can suffice to satisfy the Commissioner concerns; and
- iii. the Commissioner is characterizing subsection 74.01(1.1) of the Act as intended to address “junk fees”.

(g) Wonderland (and parties generally) should not be penalized for conduct undertaken in good faith where the legal requirements were not clearly defined or settled at the material time and, in particular, where there have been evolving and conflicting interpretations from the Commissioner himself.

73. Further, or in the alternative, the Tribunal should exercise its discretion not to impose an administrative monetary penalty (or any financial penalty) commensurate with the time period during which the Commissioner was inactive because Wonderland reasonably believed that the Commissioner’s concerns had been addressed. It would be inappropriate to penalize

Wonderland now for conduct that the Commissioner chose not to pursue in a timely fashion. For over a year and a half, Wonderland had knowledge of and relied upon the fact that the Commissioner chose not to act against Wonderland following Wonderland's voluntary and proactive modifications to its Website. Wonderland relied on the Commissioner's non-action to its detriment by not further altering its price representations in any fashion that the Commissioner may have sought in 2023.

74. In the circumstances, there is no basis upon which the Tribunal should grant an order requiring Wonderland to pay any administrative monetary penalties.

(vi) Reimbursement Order Is Unwarranted

75. If the Tribunal finds it has discretion to make an order requiring Wonderland to pay an amount under paragraph 74.1(d) (which is denied), the Commissioner's request for such an order should also be denied.

76. In addition to the foregoing pleaded herein:

- (a) Consumers received the admission items and products that they willingly chose to purchase at prices that Wonderland fully disclosed to them prior to purchase.
- (b) Consumers received a benefit and suffered no loss or detriment from the transaction. Paragraph 74.1(1)(d) of the Act exists to reimburse for consumer losses, for example in relation to the purchase of products that do not work as represented. Consumers have suffered no losses in this case. Consumers received a benefit when they completed purchases of admission items and related products from Wonderland. At no time did any consumer purchase an admission item or product from Wonderland at a price higher

than disclosed to them prior to making their purchase. As a result, it would be inappropriate for consumers to receive any amount in connection with events that they have already enjoyed.

77. For all of these reasons outlined above, should the Tribunal find any violation of the Act, it should exercise its discretion not to order any relief under subsection 74.1(1).

PART V – PROCEDURAL MATTERS/ORDER REQUESTED

78. Wonderland agrees with the Commissioner that this proceeding be conducted in English.
79. Wonderland requests that this matter be heard in the City of Toronto.
80. Wonderland requests that the Application be dismissed, with costs.

DATED at Toronto, this 19th, day of June 2025



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