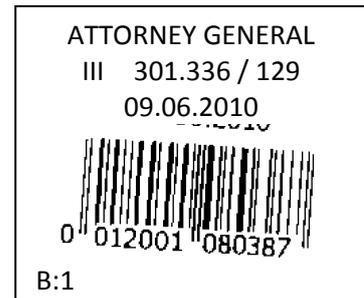




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REPUBLIC OF AUSTRIA
Commercial Court of Vienna



007 17 Nc 6/10w

PROVISIONAL ORDER

LEGAL CASE:

Plaintiff

Federal Antitrust Authority
Praterstraße 31
1020 Vienna

Represented by:

Republic of Austria -
Singerstraße 17-19
Vienna 1011

Defendants

1. R.T.C. Radio-Television-
Communications-Handels GesmbH
Gölsdorfasse 2/13
1010 Vienna

All represented by:

Dr. Michael WUKOSCHITZ, Attorney
Mariahilfer Straße 1d
1060 Vienna

2. WVD Direktverkauf GmbH
Volkertstraße 6-8
1020 Vienna

3. Alexander Ferrari
Ungargasse 52/2/21
1030 Vienna

[illegible]

4. Gerhard Bruckberger
Volkertstraße 8/12
1020 Vienna

In the case of: Non-compliance (Value in dispute EUR 40,000)

1. To assure the plaintiff's petition against the first to the fourth defendants concerning non-compliance with fair competition regulations, which is the object of the petition for a cease and desist order, the first and the third defendants are barred from operating misleading lotteries of the nature of "Award Confirmation", "Final Prize Participation Information", "5-prize Lottery" or "Express Prize Distribution" in the United Kingdom of Great Britain and Northern Ireland, while using the trademarks "Friedrich Müller®" and "Friedrich Müller® Legal Services" in doing business with consumers, by means of which the consumer is given the incorrect impression that he or she has already won a certain prize, will win a prize or will win a prize or gain some other advantage by means of a certain action, although the promised prizes are drawn from among or are uniformly distributed among all senders, the prize is in actuality not of the value stated in the communication or consumers are given the erroneous impression that the delivery of the prize depends on the payment of a certain amount of money.

2. The second and fourth defendants are barred from promoting the implementation of the lotteries described under Item 1 by granting the rights to use the trademarks "Friedrich Müller®" and "Friedrich Müller® Legal Services".

3. The additional request that the fourth defendant is to be barred from supporting the implementation of the lotteries described under Item 1 by making a PO box belonging to him, to which consumers send responses relating to the lotteries described under item 1, available to the first defendant, is **denied**.

Reason:

With its petition to the Commercial Court of Vienna of 13 January 2010 essentially based on Sect. 8 VBKG and Art. 2 in combination with Art. 60 Council Regulation, the plaintiff requested the enactment of the following provisional order among others:

1. The first defendant and the third defendant must cease and desist from operating misleading lotteries of the nature of "Award Confirmation", "Final Prize Participation Information", "5-prize lottery" or "Express Prize Distribution" in the United Kingdom of Great Britain and Northern Ireland, while using the trademarks "Friedrich Müller®" and "Friedrich Müller® Legal Services" in doing business with consumers, by means of which with the consumer is given the incorrect impression that he or she has already won a prize, will win a prize or will win a prize

or gain some other advantage by means of a certain action, although the promised prizes are drawn from among or are uniformly distributed among all senders, the prize is in actuality not of the value stated in the communication or consumers are given the erroneous impression that the delivery of the prize depends on the payment of a certain amount of money.

2. The second defendant and the fourth defendant must cease and desist from supporting the implementation of the lotteries described under Item 1 by granting the right to use the trademarks "Friedrich Müller®" and "Friedrich Müller® Legal Services".
3. The fourth defendant must furthermore cease and desist from supporting the implementation of the lotteries described under Item 1 by making a PO Box belonging to him, to which consumers send responses relating to the lotteries described under item 1, available to the first defendant.

This petition was rejected on 25 January 2010 by the Commercial Court of Vienna, essentially because essential documents submitted by the plaintiff, which were absolutely necessary for establishing the claimed facts for purposes of confirmation were in English and were submitted to the court without translation. According to the content of this decision documents not written in the language of the court (per Art. 8 B-VG [Federal Constitution]) were not suitable for establishing findings.

This decision acquired legal force without being contested.

For purposes of continuing the plaintiff's main law case, the court requested with its decision of 5 March 2010 based on Art. 8 B-VG in combination with Sects. 35 AußStrG [Non-Contentious Proceedings Act] and 77 ZPO [Code of Civil Procedure] that duplicate copies of translations of the relevant parts of the submitted documents into the German language to be submitted.

With the request submitted on 22 April 2010, the plaintiff again petitioned for the enactment of the provisional order described above.

The plaintiff summarily contended that, with the request received by the plaintiff on 27 July 2009, the competent Consumer Protection Authority of the United Kingdom of Great Britain and Northern Ireland (UK) - the Office of Fair Trading (OFT) - submitted an enforcement petition for misleading advertisement in the sense of Art. 8 of the (EC) regulation 2006/2004. The first defendant mailed prize announcements to numerous consumers in Europe, which have the fact in common that consumers are given the false impression that they have won a valuable prize. These letters furthermore induce consumers to remit sums of money to the first defendant. The mailing of these letters gives average consumers the impression that they have won prizes of considerable value, which

is however not actually the case, whereby Art. 3 Par. 3 CPR 2008 (The Consumer Protection from Unfair Trading Regulation Law) as well as Art. 2 Par. 4 Letter a in connection with Art. 5 CPR 2008, which were enacted in the United Kingdom by translating Art. 5 Sec. 2 Directive 2005/29/EC are violated. Consumers are also misled by the fact that the appearance of the first defendant's letters creates the impression that these are legal confirmations, while they are in fact merely commercial mailings, whereby Art. 5 Par. 6 CPR and Art. 6 CPR 2008 are violated. The second defendant is the owner of the trademarks "Friedrich Müller Health Leader", "Friedrich Müller Consumer Information" and "Friedrich Müller Legal Services" registered in the Patent Office. The second defendant is furthermore the sole shareholder of the first defendant. Since the second defendant ceded these trademarks registered in its name to its subsidiaries, including the first defendant, it must be held responsible for their use in unfair advertising based on the promotion and enablement of the violation of fair competition implied thereby. The third defendant is the managing director of the first defendant; the fourth defendant is the managing director of the second defendant, so that the third defendant can be held responsible for offences by the first defendant and the fourth defendant for offences by the second defendant. Lastly, the fourth defendant supports the violations against fair competition of the first and second defendants through the provision of a PO box with the number 519 at the 1011 Vienna post office, to which consumers are requested to send their responses.

Extrajudicial requests of a non-compliance declaration were not issued.

In their statement submitted within the prescribed period, the defendants requested that the petition of a provisional order be dismissed with costs, and essentially asserted that

- the plaintiff is not entitled to assert these claims since the (EC) regulation No. 2006/2004 was employed counter to its intent;

- the assigned court is not competent because Art. 6 of the regulation of the Council of 22 December 2000 concerning court competency and the authentication and enforcement of decisions in civil and commercial cases presupposes "that the defendant does not reside in the place of jurisdiction"; furthermore the coherence required by Art. 6 of the Brussels I Regulation is absent;

- the plaintiff is merely trying to discredit the defendants;

- the request was, on the one hand, made without submitting documentary proof and without personal reasons and, on the other hand, there is no sufficient "recognisability" of the request;

- the claim is based on the limited perceptiveness of consumers and a particularly close examination requirement is not justified and the plaintiff provides no concrete accusation of deception;

- the accusation, according to which, contrary to the assertion of an advertisement, the prizes are "drawn from

among and uniformly distributed among the senders" is not attested;

- the defendant's mailings are not misleading and thus not in violation of fair competition based on the relevant overall impression;

- the third and the fourth defendants are not liable for the possible conduct of the first and second defendants according to the substantive law of the United Kingdom;

- concerning the claimed provision of a PO box, the fourth defendant is, to begin with, not subject to a noncompliance claim because both the "state of ownership" and the provision of the PO box are not attested;

- as well as that possible offences against fair competition fall under the statute of limitations according to Art. 14 of the British Consumer Protection Law.

Based on the inspection of the attestations per Annexes ./A to ./R (according to geo, the court has labelled the plaintiff's Annexes ./A to ./R instead of ./1 to ./16) as well as the available translations of the Annexes ./A, ./B, ./D, ./E, ./F, ./G, ./H, ./P as well as the Annexes ./B1 to ./B3, the following

facts are accepted as proven:

With the petition received by the plaintiff on 27 July 2009, the Consumer Protection Authority of the United Kingdom of Great Britain and Northern Ireland (UK) - the Office of Fair Trading (hereinafter abbreviated as OFT) - initiated an enforcement petition in the context of Art. 8 Regulation 2006/2004 (Annex ./A). According to this enforcement petition concerning unfair business practices based on the guideline 2005/29/EC, British consumers were misled by the mailing of unsolicited documents under the name "Friedrich Müller", which give the impression that the addressee has won a fairly large cash prize, and they may associate the express delivery of this prize with the provision of a monetary payment. The OFD received about 60 complaints or queries between January and June 2009. Between June 2008 and January 2009, 22,611 calls were made concerning the prize numbers specified in the mailings underlying the enforcement petition. The total revenue achieved by the fact that addressees responded to the prize numbers between June 2008 and January 2009 amounted to more than EUR 500,000 (Annex ./A translation). The third defendant is a managing director of the first defendant; the fourth defendant is a managing director of the second defendant (Annex ./K, Annex ./N). The second defendant is the sole shareholder of the first defendant (Annex ./K). The first defendant mails so-called Award Announcements to numerous consumers in the United Kingdom (Annexes ./D, ./E, ./F, ./G, ./I, insofar also an uncontested assertion of the defendants), which are designated as "Prize Confirmation", "Irrevocable Prize Participation Authorisation", "Award of a Prize of up to £24,500", "Express Award of a Prize of up to £35,000"

(Annexes ./D, ./E, ./F, ./G). The mailings were in any case still in progress in January, February and March 2009.

The text and graphics of these prize announcements are configured so that the addressee would deduce from them that he had already won, or respectively a prize is already "guaranteed" to him or already granted, although there is merely a chance of winning a prize, or the incorrect impression is created that a big prize has been awarded by mentioning several prizes (Annex ./A as well as Annexes ./D, ./E, ./F, ./G).

The mailings are provided with the representations of signatures, some of which may be imaginary names ("J E Schollmeier, M.A.", Annex ./D). Several verification strips with several signatures, which are ascribed to the management, a financial director and a member of the deciding commission (Annex ./D), are attached. The mailings contain graphically raised addenda in the form of authentications with the approximate wording "Congratulations! According to the official prize list, you have won a guaranteed a prize of up to £ 24,500", associated with the description as an "Official Prize Notification".

After naming the first defendant and its address, the bottom of mailings per the Annexes ./D, ./F, ./G, ./H and ./I contain its Business Registry Number in fine print (./D, ./F, ./G, ./H and ./I). The mailings ./E display the name of the G.N.V GmbH and its Business Registry Number (Annex ./E).

The mailings employ the trademark and/or the name "Friedrich Müller®"

For example, the mailing per Annex ./G has the following wording in its centre area:

FRIEDRICH MÜLLER® PRIZE COMMISSION,
P.O. BOX 519, 1011 VIENNA, AUSTRIA

07/7/737104 Cust. No. 05142555

OFFICIAL PRIZE ANNOUNCEMENT	[...]	
Prize allocation number:	[...]	
59771416	[...]	
	[...]	520

Grant of a prize of
up to: 24,500.00 IN CASH

Answer deadline:	Supervisory bodies:	Date:
WITHIN 2 DAYS	NOTARY'S AND LEGAL DEPARTMENT	23.2.2009

Official prize announcement:

GRANT OF A PRIZE OF UP TO £ 24, 500.00

1. According to the decision No. 737104 we hereby convey, this OFFICIAL PRIZE NOTICE to you, [...], in writing, so that you can answer immediately. It contains the documentation concerning your successful participation in the notarially supervised draw, which took place on 25.2.2009 after this letter was mailed and in which the following prizes were allocated for disbursement

£24,500.00 (twenty-four-thousand-five-hundred)	cash
£17,500.00 (seventeen-thousand-five-hundred)	cash
£10,500.00 (ten-thousand-five-hundred)	cash
£ 3,500.00 (three-thousand-five-hundred)	cash
£ 400.00 (four-hundred)	cash

or a prize voucher

2. According to the final result of the draw you, [...], have won a guaranteed a prize of up to £24,500.00, presupposing that you claim this prize immediately in writing. I herewith offer you my warmest congratulations!
3. According to the Official Protocol FRIEDRICH MÜLLER® is obligated to disburse the guaranteed prize of up to £24,500.00 to you, [...], within 3 months.
4. It was however decided in a public meeting that you should also have the right and the option to receive your prize as early as 23.3.2009. If you so desire, you must convey the express processing fee of £29.90 along with the attached payment form to us in the next 2 days.

Official prize notification for:

[...]

5. As soon as we receive your payment of £29.90, we will arrange to immediately mail your prize to you, so that you, [...], will receive it at the latest on 23.2.2009. Please be aware that this concerns a matter with temporal limits and that you must claim your prize within the time limit.
6. We recommend that in your own interest you fill out the attached form today and send it to us. You can be sure that you will receive the prize of up to £24,500.00 allotted to you at the latest by Monday 23. 2. 2009. You, [...], may possibly have to prove your identity by means of a driver's licence or a passport in order to collect the prize.
7. Please be aware that your prize expires if you do not answer. In this case we must assume that you, [...], are in any case not interested in receiving your prize of up to £24,500.00.

Important note:

THE ENCLOSED PRIZE NOTIFICATION WITH THE OFFICIAL PRIZE NUMBER [...] APPLIES ONLY TO YOU [...], AND IS NOT TRANSFERABLE. THIS ORIGINAL PRIZE NOTIFICATION IS OFFERED ONLY ONCE AND LOSES ITS VALIDITY AFTER THE EXPIRATION OF THE GRACE PERIOD OF 2 DAYS. PLEASE ACT TODAY!

FRIEDRICH MÜLLER®
PRIZE AWARD

Signature:

Illegible stamp:	<u>GUARANTEED PRIZE OF UP TO £24,500.00</u>
PRIZE AWARD	See overleaf for details about the
CERTIFIED	earliest possible prize disbursement

OFFICIAL PRIZE NOTIFICATION
Urgent

Internal report

Please inform the management immediately, if [...] wishes the express disbursement of his prize and has paid within the next 2 days.

We ask you to check, acknowledge and agree to the participation conditions, the data protection provisions and the information concerning the earliest possible prize disbursement on the reverse of your response. If you should answer without use of the attached form, we recommend that you use the following wording: "I accept the participation and data protection conditions and accede to them, and I claim my guaranteed prize. For statistical purposes my prize preference is (for example) prize number 1. This prize is to be disbursed on 23.2.2009." You expressly grant us the right to contact you with advertising offers in writing, by telephone and/or by means of automatic telephony devices. You can revoke this right at any time either in writing or by contacting us via the toll-free number as described in the participation conditions.

R T C. GmbH, Gölsdorfg. 2/13, 1010 Vienna, BRN 249423z, Commercial Court of Vienna, all prize payments are subject to the Austrian gift tax, which is deducted and of which the competent authorities are informed.

(Annex ./G)

Photocopies of the translations ./D, ./E, ./F and ./H, which constitute an integral component of the findings in the progress of this professional order, are attached to this provisional order.

The address "Friedrich Müller®, PO Box 519, 1011 Vienna, Austria is provided for the returned responses urged upon the consumer by these mailings - including the establishment of a time limit (answer deadline of 2 days).

The mailings are in the form of a prize notification and multiple prize lottery (four- and five-prize lottery). In the case of the prize notification mailings, someone becomes a winner if his assigned number corresponds with the drawn winner's number (the defendant's statement). It is therefore not objectively true for a large majority of the addressees that they have won the prize involving the object of the mailings.

The first defendant performs the mailings in a temporal manner such that the "draw" and/or prize determination has not yet occurred. A prize determination is however accomplished immediately upon sending the mailings, so that it may be assumed that such internal prize determinations have already occurred at the point in time when consumers have already received such mailings (the defendant's statement).

The second defendant is the owner of the trademarks "Friedrich Müller Health Leader", "Friedrich Müller Consumer Information", "Friedrich Müller Legal Services" registered in the patent office (the defendant's statement per Annex ./J).

According to the OFT investigations, the group of companies surrounding the second defendant has been mailing prize notifications that are similar to those on which the present proceedings are based since 2003. The trademark "Friedrich Müller" is continually used in these mailings. This trademark is made available by the second defendant (Annex ./A).

The fourth defendant is the owner of the PO box with the number 519 at the post office of 1011 Vienna (Annex ./O).

The plaintiff informed both the first defendant and the second defendant in writing by means of an attached non-compliance declaration on 11 August 2009 (Annexes ./G and ./R).

This fact has since then been credibly proven by the unobjectionable documents that are also available in translated form. The fact that the subjective

impression created in average consumers that they have already won or that they have won a valuable prize is objectively false was, on one hand, deducible from the available mailings and, on the other hand, also from the defendants' assertions which do not disagree with this fact.

The court bases the following

Legal Assessment

upon the attested facts:

The (EC) Regulation No. 2006/2004 of the European Parliament and the Council of 27 October 2004 concerning cooperation between the national authorities responsible for the establishment of consumer protection laws ("Provision concerning cooperation in consumer protection"), ABl. No. L 364 of 9 December 2004, p. 1 (hereinafter (EC) regulation No. 2006/2004 or Regulation), came into force on 29 December 2005. This regulation is to enable an efficient and effective cooperation between national authorities responsible for implementing consumer protection regulations. The member states had to appoint authorities who can act against "intra-EU", transnational offences against regulations that rest upon defined EU guidelines or regulations for the protection of consumers issued in the domestic market. In simple terms, Art. 3 Letter b of the regulations defines an "offence within the Community" to be any conduct that offends against the consumer regulations based on EU law and damages or can damage the collective interests of consumers, who reside in a member state other than the member state wherein this

conduct originated, in which the responsible business is located or wherein evidence or assets concerning this conduct are present. The competent authorities must, under narrowly defined conditions, be able to act against a vendor or a service provider residing in their member state because of an offence within the Community upon the request of the authority of another member state. Accordingly, this regulation provides a system for mutual assistance between consumer protection authorities of the member states. Chapters II and III of the regulation, containing provisions concerning legal assistance, became effective on 29 December 2006 (Art. 22 Sec. 2 of the regulation). The regulations and the EC guidelines, against whose implementation provisions it is possible to infringe within the Community in the sense of this regulation, are cited in the Appendix of the (EC) regulation No. 2006/2004.

The VBKG [Consumer Authority Cooperation Law] now appoints the agencies that are competent to pursue violations of the law within the Community upon the request of foreign consumer protection authorities, in this case the plaintiff. It furthermore explains the powers of these agencies as described in the (EC) regulation No. 2006/2004 in greater detail. They are, on one hand, granted certain investigative powers for whose implementation they can turn to the courts. On the other hand, they are granted a claim of non-compliance concerning an "offence within the Community" against a businessman residing in Austria. The courts must decide on the requests submitted by the competent authorities in external adversary proceedings. The assertion and implementation of a foreign request therewith also

occurs by means of the courts at the civil law level. The latter must, if necessary, apply foreign law according to the applicable rules for conflicts of law (Art. 2 Sec. 2 of the regulation) in their decision. The implementation of the (EC) regulation No. 2006/2004 thus proceeds in principle according to the example of the competition law and the antitrust law.

In detail, the following is legally implemented:

a) Competence and applicable law

According to Sect. 8 Sec. 2 VBKG it is the locally competent regional court, in Vienna the Commercial Court of Vienna, that is factually responsible for petitions to the court based on the Consumer Authority Cooperation Law. All of the defendants in the present proceedings have their domicile, and/or the location of their head office, and/or their statutory place of business in the sense of Art. 60 of the (EC) regulation No. 44/2001 of 22 December 2000 concerning the judicial competence and the acknowledgement and enforcement of decisions in civil and commercial matters, in Vienna.

The competence of the Austrian courts and the domestic jurisdiction are therefore already established per Art. 2 in connection with Art. 60 of said regulation, so that there is no need to apply Art. 6 of this regulation in the present case. Contrary to the defendants assertions the coherence between the claims asserted against the defendants is very well established.

The REGULATION (EC) No. 864/2007 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 11 July 2007 concerning

the law applicable to extra-contractual obligations ("Rome II") applies as of 11 January 2009 (with the exception of Article 29, which applies as of 11 July 2008 but is not relevant here). According to Article 6 (unfair competition and conduct impeding free competition), the law of the country in whose domain the competitive relationships or the collective interests of consumers have been impaired or are probably impaired is to be applied to extra-contractual obligations resulting from unfair competition. Therefore the law of the United Kingdom must be applied.

b) Basis of the claims

The guideline 2005/29/EC of the European Parliament and the Council of 11 May 2005 concerning unfair business practices in commercial interactions between businesses and consumers within the domestic market (Directive 2005/29/EC) falls under the object controlled by the regulation (EC) No. 2006/2004 of the European Parliament and the Council of 27 October 2004 concerning cooperation between the national authorities that are responsible for the execution of consumer protection laws (Regulation 2006/2004). The Republic of Austria complied with the obligation per Art. 4 Sec. 1 Regulation 2006/2004 concerning the appointment of an authority responsible for applying the regulation and a central liaison via the Consumer Authority Cooperation Law, BGBl. [Federal Law Bulletin] I No. 148/2006 (VBKG).

According to Sect. 3(1) Line 3 in combination with Line 3 Letter f of the appendix of the VBKG, the plaintiff is the nationally competent consumer protection authority.

Per Sect. 7 VBKG, the Federal Competition Authority can bring a petition directed against a business to stop and desist from an offence because of a suspected violation within the Community before the court.

In the present case, the competent consumer protection authority of the United Kingdom of Great Britain and Northern Ireland is the Office of Fair Trading.

The implementation of the aforesaid regulations required by EU law occurred in the United Kingdom via the regulation No. 1277 for the Protection of Consumers from Unfair Competition of 2008 ("Consumer Protection from Unfair Trading Regulation 2008"). According to the law of the United Kingdom that is to be applied in the present proceedings, the "Prize Notifications" sent by the first defendant in cooperation with the second defendant represent a violation of the competitive norms of the United Kingdom in several respects. Art. 3 Sec. 3 of the "Consumer Protection from Unfair Trading Regulation 2008" (hereinafter CPR) established as a standard that a business practice is unfair if it goes counter to the requirements for professional diligence and if it strongly influences or is capable of strongly influencing the economic behaviour of the average consumer - with respect to the specific product. The mailings or respectively the "Prize Notifications" that are the object of the present proceedings are, by their overall impression and also by the modality of their transmission, consciously intended to raise a false impression in the consumer and are therefore contrary to the aforesaid regulation because of this misleading character.

The mailings attempt in multiple respects to impart a quasi-official character in that, for example, a letter

from a "Legal Department" as well as a "Control Coupons" are attached, by means of which a quasi-official appearance or at least an appearance is produced such that the impression of special oversight and care is imparted.

A forwarding mode is consciously selected, which, while it provides for an encounter with isolated true assertions, is designed to mislead consumers in its overall intent. The mailing time is selected so that the determination of the winner has not yet occurred. This is however caught up with soon, so that the senders may assume that the prize determination has already occurred upon receipt.

This mode of operation also represents an offence against Art. 2 Sec. 4 Letter a in combination with Art. 5 CPR 2008. According to this provision, business practices are forbidden, which either contain false information, or which in some way, including by means of the overall state of their presentation, even if it contains objectively correct information, can in any way deceive or are intended to deceive the average consumer with respect to one or several of the concretely cited points or which would or may in fact induce him to make an economic decision which he would not otherwise have made. Designations such as "Prize Confirmation", the statement that "legally binding results show conclusively that you (i.e. the addressee) have achieved the prize level of 55,000" make it possible to give the average consumer the very probably incorrect impression that he has already won. The designation "guarantee that you are

entitled to claim your prize" gives the impression in any document subject to an average understanding that he has already won something which is expressly guaranteed. Although the defendants assert that the expression "Prize Level of 55,000" does not specify a currency, this in no way dispels the overall impression of a reasonable average consumer, since the expression "55,000 Prize Voucher" is used, which can only - apparently entirely consciously - awaken a connotation of a sum of money in his own national currency in the consumer.

An offence against said finding then also clearly results from the fact that, on one hand, time and, on the other hand, psychological pressure is applied to consumers, if the mailings - in a downright deceitfully thorough manner - further state that:

"It is my duty to inform you of the fact that your prize expires if you do not answer". "Please note that you must assume the responsibility for losing the prize voucher for over 55,000 if you do not respond within the next 48 hours!".

The consumer is thus immediately thereafter required to act immediately and to forward a processing fee of £19.95.

The subsequently mentioned "Official Rules of Participation" shown in substantially smaller print can in no way alter this assessment.

The £29.90 requested for the "Express Processing Charge" per Annex ./G is also in glaring disproportion to the 1:87,000 chance of winning disclosed in the fine print of the Conditions for Participation. The "magnitude" of the chance of winning one of the prizes listed therein (the highest one mentioned in this mailing is £24,500), having a probability of 1:87,000, amount to just a tiny fraction of the processing charge requested from the consumer.

In the opinion of the court, there also exists an offence against Art. 5 Sec. 6 CPR according to which any deception concerning the identity and legal conditions of the business is forbidden.

All of the mailings create the impression that they have something to do with a businessman named Friedrich Müller, while the identity of the first defendant can only be deduced from the mailings with great difficulty because it is hidden by extremely small lettering). However, the name "Friedrich Müller" is not the name of the company but rather merely a registered trademark.

In the opinion of the court, the strong time pressure that is applied to the consumers is likewise unfair in the sense of the Appendix 1 CPR 2008.

In any case, the ascertained course of action of the first defendant also constitutes a violation of Line 31 Letter a of Appendix 1 of the CPR.

The mailings that are relevant in this case are, in any case considered, to be anti-competitive according to the applicable law of the United Kingdom. If a reasonable consumer may be given the impression, upon paying average attention to and expending an average effort on the sense of the company's information, that he has already won a certain prize, it cannot be argued whether another, more favourable, understanding of the enterprise can be deduced from a meticulous analysis of the text. The level of understanding of a reasonable consumer is employed in calculating the value of the claim.

It is unequivocally evident from the findings that not only the first defendant but also the second defendant participated significantly in the implementation of the ascertained offences against their competition, particularly since it was the second defendant who originally carried out mailings and who subsequently made a significant contribution thereto through the additional provision of its trademark.

According to Art. 15 CPR, managing employees of corporations are liable for violations in case of violations by corporations if these were accomplished with their agreement and/or cognisance, or if they are ascribable to their negligence. This liability even extends to criminal responsibility. In the sense of this finding, the term managing employee of a corporation includes any director, manager, secretary or similar functionary.

Therefore managers of companies with limited liability are considered to be managing employees in the sense of

this provision in Austria. The implementation of the very high-volume mailings is to be attributed to the business managers as, at least, negligence.

c) The certainty of the petition for an order to cease and desist

In the opinion of the court, the petition for an order to cease and desist is sufficiently proven in the provisional order. The requirements imposed on the establishment of the petition for legal protection depends on the particulars of the applicable substantive law and the circumstances of the particular case. The claims must therefore be assessed by balancing considerations involving the protection the defendants' interests in defending themselves against the plaintiff's petition as well as its interest in the legal clarity and the predictability of legal decisions regarding the effects of a decision against the plaintiff's interests, which are equally worthy of protection in effective legal protection. The petition for legal protection must therefore establish the obligation to cease and desist so clearly that its violation per Sect. 355 EO will allow for its execution (Supreme Court of 14 July 2009, 4 Ob 95/09p). The petition for an order to cease and desist must always be based on a concrete case of an infringement of fair competition; it is therefore necessary to address similar cases of concrete acts of violation - in order to make circumventions by the obligated party not too easy. Petitions for an order to cease and desist must however describe the forbidden conduct so clearly that it can serve the defendant as a guideline for its future conduct. General concepts that are not fully substantiated do not satisfy this requirement, and it is instead necessary for the

court and the parties to determine unequivocally what is owed. The request for a cease and desist order addressed henceforth in the sense of the petition circumscribes the lotteries that are forbidden in the future based on the unfavourable impression of the addressed consumers sufficiently clearly and specifies this on the basis of examples and/or elements of the prize mailings so that the request is not indeterminate. There is a need for a certain general conception of such a request for a cease and desist order because the effect of an announcement can be determined by a wide variety of different circumstances in individual cases (visual design, detailed text configuration, type size and the like), so that a commandment that is too detailed is too easy to circumvent (4 Ob 95/09p).

d) Concerning the objection concerning the statute of limitation

It is clearly evident from the findings that the relevant offences occurred in January, February and March 2009.

Art. 14 CPR, which the defendants used on as a basis for their objection concerning the statute of limitations is not a limitation according to the civil law standard, but rather a limitation period for criminal prosecution.

However, even if one applies this statute of limitation for criminal cases to noncompliance claims in civil law, the period of limitation would in any case be interrupted by the submission of the petition for a cease and desist order to the Commercial Court, Vienna of 13 January 2010 (in particular by the petition in the main proceedings - independent of the enactment of provisional orders).

The plaintiff is correct to the extent that the validity of decisions through which a petition for enactment of a provisional order was rejected because of the absence of proof does not conflict with a new petition which is added to the originally missing evidentiary material (in this sense Supreme Court of 1.8.1956, 3 Ob 406/56).

Even if it is possible to agree with the defendant that "there are some reasons to assume that the procedural law used in this case is governed by the ZPO and the Austrian act on non-contentious proceedings alone", nothing concerning the present facts can be derived from the defendants assertions regarding the judiciary of German Federal courts.

e) Assertions by the defendants, according to which the (EC) regulation No. 206/2004 of the European Parliament and the Council of 27.10.2004 (Regulation Regarding Cooperation on Consumer Protection) is used contrary to its intent are in no way comprehensible, just as little as it is comprehensible that it can be insinuated from the decision of the High Court of Justice in the provisional decision 4 Ob 95/09p that the High Court of Justice did not want to apply intra-Community law as the defendants maintain.

More details concerning these objectively incorrect assertions can therefore be dropped.

f) It was however necessary to reject the demand to forbid the fourth defendant from supporting the implementation of the contested lotteries by making a PO box he owns available to the first defendant.

On one hand, the court of first instance is of the opinion that the mere ownership of a PO box to which returns are addressed does not come close to being an action that is relevant to competition, which is subject to a petition for a cease and desist order. This mere provision in no way affects the anti-competitive behaviour of the first and second defendants in any relevant way.

The plaintiff has lastly missed the chance to confirm the applicable law of the United Kingdom regarding the question whether actions that are not directly related to competition in combination with anti-competitive behaviour are capable of lending legal support to such a petition for a cease and desist order. Even if the applicable foreign law is not to be appraised as a basis for claims which the plaintiff must certify per Sect. 389 Sec. 1 EO, the plaintiff must nevertheless truthfully demonstrate the facts constituting the basis for the claims in detail. If a foreign law is to be applied, it must make clear, before introducing its petition for protection, which assumptions concerning the facts must be fulfilled in order to make it possible to assert a claim. The plaintiff is therefore as a rule not unreasonably burdened if it sets out the applicable law along with the petition for protection. If the plaintiff

does not furnish the necessary documentation, the court must then obtain the foreign laws ex officio, if this is possible without wide-ranging research over a short period of time and within the scope of the petition for protection. The court was unable to research this specialised subject concerning the laws of competition of the United Kingdom within the time available to the court (thus for instance Supreme Court 24.6.2003, 4 Ob 67/03m).

The fourth defendant therefore succeeded in averting the demand for protection in this respect. Since the provisional proceedings represent a concluded provisional proceeding, an agreement concerning the costs is required (Sect. 40 ZPO in combination with Sects. 402, 78 EO and 30 AußStrG [Austrian act on non-contentious proceedings]). In case of doubt, the three partial requests are valued alike in terms of their magnitude: the fourth defendant succeeded in fending off a petition in the protection proceedings; the plaintiff's petition concerning the demands directed by the second defendant against the fourth defendant got through. Because of this the reciprocal costs were waived. To the extent that no agreement regarding the costs has been reached, the plaintiff must incidentally bear its costs until a legal decision in the main proceedings has been reached.

Commercial Court of Vienna
1030 Vienna, Marxergasse 1a
Department 17, 2.6.2010

[Signature]

/4 (0)

[Stamp: Federal Antitrust
Authority

09 APR. 2010]

Authenticated translation from English

RA Letter 4028 FM

J E OF SCHOLLMEIER, M.A.
LEGAL DEPARTMENT

URGENT COMMUNICATION ON THE ORDER OF
FRIEDRICH MUELLER®
P.O. Box 519, 1010 Vienna, Austria

[bar code sticker 520/1/106]

Reference number: [...]
Deadline: 2 days
Date: 30.1.2009

- PRIZE CONFIRMATION -

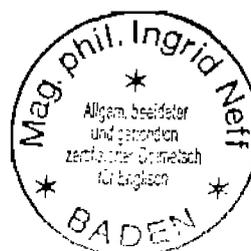
URGENT LEGAL MATTER IN THE CASE OF
[...] /58837925 AS THE RECIPIENT OF A PRIZE VOUCHER OF OVER 55,000

Dear Mr/Mrs [...]

The management of FRIEDRICH MUELLER® has authorised me to inform you immediately of the following final results:

- 1.) In my capacity as a legal counsel I herewith confirm that you have participated in a special lottery with a total sum of 2,500,000 designated for prizes. The legally binding results show conclusively that you, [...], have achieved the PRIZE LEVEL of 55,000.
- 2.) Your prize will be issued to you within the next 3 months. I was however authorised to advise you that it is in your own interest to answer in writing within the next 2 days in order to request your PRIZE VOUCHER of over 55,000. If you remit an express processing fee of £19.95, you shall receive your prize immediately by 27.2.2009.

The prize number [...] allocated to you is your guarantee that you are entitled to claim your prize.



Certified translation from English

- 3.) Because of the urgency of this matter, we have attached a practical form for you to use for this purpose. If you forward your payment today, [...], your prize will be issued to you [...] by Friday, 27 February.
- 4.) 4a) I am obligated to inform you that your prize expires if you do not answer.
- 4b) Please note you that you must assume the responsibility of losing your PRIZE VOUCHER for more than 55,000 if you do not request it within the next 48 hours!
- 5.) 5a) You can prevent this from happening, [...], if you act now. You have the choice of remitting an express processing fee of £19.95 so that your prize will be issued immediately. We shall initiate the disbursement of your prize to you, [...], as soon as we receive your payment.
- 5b) If you do not receive your PRIZE VOUCHER for more than 55.000 at the latest by 27.2.2009 or if you should be dissatisfied in any way, the £19.95 shall be refunded to you upon request.

J E Schollmeier, M.A.
Department
[illegible signature]

stamp: Friedrich Mueller
Legal Department

Stamp: See overleaf Legal
for the complete
participation conditions
55,000 PRIZE VOUCHER

Copy to: FRIEDRICH MUELLER@ Business Management

Inform us immediately of the receipt of payment in order to initiate the immediate disbursement of the prize to [...]!!!

We ask that, upon answering, you examine, confirm and agree to the attached participation conditions, the data protection provisions and the information concerning the earliest possible prize disbursement. Should you answer without using the attached form, we recommend the following wording to you: "I have accepted the participation conditions and the data protection provisions and agree with them, and I request my guaranteed prize." You expressly grant us the right to contact you with advertisements in writing, by telephone and/or by means of automatic telephony devices. You can cancel this right at any time either in writing or by contacting us by way of the toll-free number mentioned in the participation conditions.



Authenticated translation from English

EXPRESS PROCESSING FORM

No, I do not want to wait for 3 months to receive the prize voucher. I want it immediately by 27.2. I therefore enclose the express processing fee of only £19.95 (please mark

with a cross); CHEQUE CREDIT CARD
 POSTAL ORDER MasterCard VISA

Please send your payment in the attached return envelope!

Card number valid to

My telephone number is:
(for purposes of receiving additional offers or information concerning draw by means of an automatic telephony device)

Area code / Number

Signature (for charging)

"I do not authorise the storage, processing and transmission of personal data (particularly including the name, address, telephone number, birth date and items of interest) that I have personally released via participation, placement of an order or otherwise establishing contact within the EU, to be used by you in my home country or internationally for this purpose and for other similar advertising and general promotional purposes as well as for exchange with other third parties for their promotional and advertising purposes" (Mark with a cross)

[]
[]

Answer deadline
20.2.2009

Return your express processing form to us in the enclosed return envelope today!

Signature

0/(1) 04966759/741509



Authenticated translation from English

- ATTENTION - ATTENTION -

[...]

Please return the attached express processing form to us today!
See overleaf for complete conditions of participation.



Authenticated translation from English

Official conditions of participation - no purchase necessarily

1) How to request your prize: you have been awarded the following prize: One "55,000 prize voucher" consisting of a bus trip, "Highlights of the Alps", for 2 persons at a value of £200.00 per person, for a total of £400.00. The trip cannot be exchanged for cash. The bus trip lasts for 6 days and 5 nights. Hotel accommodation is included (double occupancy). Meals are not included. A single occupancy room is available at an additional fee. Half-board accommodation consisting of breakfast and dinner are available at a price of £115.00 per person. Please note that the trip is subject to certain restrictions and availabilities. The participant has the option of selecting a certain travel date against an extra charge or to completely avoid the costs of a booking fee by selecting one of 3 fixed dates offered on a short term basis over a period of 18 months and to pay a repayable deposit of £115.00, which is returned on the 2nd day of trip. The complete documentation is returned to the participant with the conditions of participation. Professional English-language travel guides are made available. The trip is transferable to other persons. To request your prize you must answer within the period indicated in the address field of the express processing form with an asterisk (*), 20.2.2009 (date of the postmark). Send your request to: FRIEDRICH MUELLER, PO Box 519, 1011 Vienna, Austria. The sponsor does not assume responsibility for lost, late, misdirected and illegible requests or those with additional postage due. Damaged, incomplete, incorrect, changed, illegible, falsified requests or those not fully complying with these official stipulations are invalid. Limited to one request per person.

2) Right to participate: Open to persons of age 18 or older residing in the United Kingdom. Employees of the sponsor, its associated companies or subsidiaries, advertising or publicity agencies and suppliers, as well as immediate family members or persons living in the same household are not entitled to participate.

3) The prize will be delivered 3 months from the date of the request. You can choose to receive your prize by 27.2.2009 by submitting the express processing fee. The express processing fee can be returned upon request should the responder be in any way dissatisfied with the allocation procedure.

4) The respondents are responsible for all taxes and liabilities incurred in connection with this promotion.

5) In general: With the acceptance of this prize the participant agrees to release the sponsor and its agents from any and all liabilities, losses or damages resulting from his participation in this promotion or regarding the allocation, receipt, possession and/or the misuse of a prize. No purchase is necessary for participating in this promotion.

6) Questions and concerns should be directed to FRIEDRICH MUELLER Winner List, PO Box 519, 1011 Vienna, Austria. All rights are reserved.

Every respondent agrees to the storage and transmission of his or her personal data obtained by participation or on order (particularly including the name, title, address, telephone number, the date of birth and items of interests) for the purpose of advertising future lotteries via direct answer forms within the EU through notification by telephone or in person, by e-mail and automatic telephony equipment, unless this is otherwise requested. The right to future contact can be cancelled at any time by calling the toll-free telephone number 0800/358 6232 and providing the full name and address.



Authenticated translation from English

Return undelivered articles to AT000006162 GREENFORD UB 18 7AT	2	ROYAL MAIL Postage paid GB HQ 11843
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-PRIZE CONFIRMATION-

RA Letter 4028 FM

Contents:

Urgent legal material!

Signature: illegible

Stamp: Friedrich Mueller Legal Department

-RETURN ENVELOPE-

Please
apply a 50
pence
stamp

IMPORTANT! IMPORTANT!

**Forward to the Legal Department
for immediate processing!**

**FRIEDRICH MUELLER®
PO Box 519
1011 Vienna
Austria**

J E SCHOLLMEIER, M.A.
LEGAL DEPARTMENT

My return address:

I certify under oath that the above translation is in full agreement with the attached original / copy in the English language.

Digitally signed by Ingrid Neff
CN: CN = Ingrid Neff, SN = Neff, G =
Ingrid, C = AT, OU = sworn
and state certified translator,
T = Mag.
Date: 2010.04.07 11:22:19 + 02' 00"



Authenticated translation from English

Return undelivered articles to AT000006162 GREENFORD UB 18 7AT	2	ROYAL MAIL Postage paid GB HQ 11843
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IRREVOCABLE PRIZE PARTICIPATION CONSENT

IN THE UPCOMING PRIZE DRAW OF 01.04.2008

FRIEDRICH MUELLER® CONDITIONS OF PARTICIPATION ("OFFICIAL STIPULATIONS")
— NO PURCHASE NECESSARY

520/1/105

07/9/832901 DVR NO. 2108763 Cust. No. 05142555

1 Your participation is guaranteed if your name appears on the attached documents. Although you have not submitted an entry, we have decided to guarantee your participation in a prize draw to you. The receipt of this letter does not mean that you have won a cash prize. The winner has not been determined as yet. Each addressee was selected from a database of approximately 1 million customer numbers to participate in a draw of a 12,600 Pound prize to take place under notarial supervision on 1.4.2008. If the customer number was assigned to an address, the addressee is declared to be the winner, regardless whether he or she has answered. If the customer number was not assigned to an addressee, the prize lapses. The winner is informed automatically. Calls to facilitate the disbursement of the prize can be made, since changes in schedule can be made for purposes of coordination with the winner, but such calls are not necessary for participation in this promotion. Calls do not increase the chances of winning. The charge for calling by telephone on the BT fixed network is £1.50 per minute, others can cost more; maximum call duration 13 minutes. An answer by telephone is considered to be a valid and binding consent to these conditions of participation.

2 This promotion is open to persons residing in the United Kingdom, France, Germany, Switzerland and Belgium, who are 18 years of age or older at the time they participate. Members of FRIEDRICH MUELLER® and its associated companies, representatives, promotion or advertisement agencies and suppliers ("the sponsor and its representatives") are not eligible.

3 Approximate chances of winning: 1:1,000,000. The disbursement of the prize is scheduled for the 1st day after the draw.

4 The sponsor and its representatives assume no liability in connection with this promotion. The winner may be required to sign an agreement authorising the use of his or her photo for promotional and advertising purposes without further remuneration. Subject to all applicable state, national and local laws, the winners are responsible for all taxes, including the Austrian gift tax, which are automatically deducted from the prize and are remitted to the competent authorities, wherewith a net disbursable sum of 10,332 Pounds = (16%) is obtained. The prize money is furnished by U.S.G. Unterhaltungsspiele [Entertaining Games] GmbH, Vienna, CR 227475y, Commercial Court of Vienna.

5 For a complete list of the winners of prizes of less than £25.00, send a post-paid return envelope to FRIEDRICH MUELLER® Winner List, PO Box 333, 1011 Vienna, Austria. Questions and concerns should be addressed to the same address.

Respondents agree to the storage and processing of their personal data obtained with their answer (including the name, title, address, telephone number, date of birth and items of interest) for the purpose of advertisement in future promotions. Unless requested otherwise, FRIEDRICH MUELLER® also reserves the right to provide these data to direct mailing companies who are entitled to use the trademark FRIEDRICH MUELLER® for the purpose of the postal customer advertising. This also includes the establishment of contact via FRIEDRICH MUELLER® by telephone, including the use of automatic telephony equipment, as long as the establishment of the contact is related to the current order or participation or future ordering or participation possibilities. The free telephone number for revocation of future calls with the provision of the full name and address is 08007358 6232.



Authenticated translation from English

<p style="text-align: right;">Vienna, 19.03.2008 (Received on 28.3.2008)</p> <p>Dear Mr/Mrs [...],</p> <p>§1 Acting as the award administrator, the international FRIEDRICH MUELLER® Prize Commission has arrived at the following decision regarding your participation for a prize of <u>£ 12,600.00</u> on <u>01.04.2008</u> at <u>6:00 p.m.</u> (In words twelve thousand six hundred Pounds) <input checked="" type="checkbox"/> PARTICIPATION APPROVED <input type="checkbox"/> PARTICIPATION DENIED</p> <p>§2 In order to disburse the prize to you punctually, your immediate answer is <input checked="" type="checkbox"/> INDISPENSABLE <input type="checkbox"/> NOT REQUIRED</p> <p>§3 Your preliminary confirmation must reach us <u>within 24 hours</u> on the telephone number especially reserved for this purpose: <u>0906/906 6107</u> (£ 1.50 per minute for the BT fixed network; others can cost more, maximum call duration 13 minutes)</p> <p>§4 The absence of a return leads to the <u>irrevocable cancellation</u> of the deadline for the payment of your prize if you should win! We therefore strongly recommend that it is in your interest to answer immediately! Your personal assigned number is [...] Vienna, 19.03.2008</p> <p style="text-align: right;">Stamp: THE WINNER IS DETERMINED ON 1.4. SEE CONDITIONS OF PARTICIPATION OVERLEAF FOR COMPLETE DETAILS £ 12,600.00 CASH PRIZE</p>	<p style="text-align: center;"><u>Control Strip</u> Signed as below for the prize commission</p> <p style="text-align: center;">_____ Business management Illegible signature</p> <p style="text-align: center;">_____ Financial director Illegible signature</p> <p style="text-align: center;">_____ Member of the deciding commission</p>
---	--

G. N. V. GmbH, Vereinsg. 19, Vienna, CN 227574v, Commercial Court, Vienna / Prizes are subject to the Austrian gift tax and are deducted and remitted to the competent authorities

I certify under oath that the above translation is in full agreement with the attached original / copy in the English language.

Digitally signed by Ingrid Neff
CN: CN = Ingrid Neff, SN = Neff, G = Ingrid, C = AT, OU = sworn and state certified translator, T = Mag.
Date: 2010.04.07 11:22:19 + 02' 00"



MANAGEMENT
FRIEDRICH MUELLER®

PO Box 667, 1011 Vienna, Austria

00066136

FINAL PRIZE PARTICIPATION INFORMATION FOR:

[...]

1. THE PERSONAL ALLOCATION NUMBER ASSIGNED TO THE ADDRESSEE IS:

[...] (strictly confidential)

2. STATUS:

Winning number already determined

3. CONFIRMED IN THE NAME OF THE LEGAL DEPARTMENT:

J E SCHOLLMEIER, M.A.

4. THE FOLLOWING AMOUNT IS IMMEDIATELY PAYABLE TO THE WINNER:

£35,000.00 (amount in words: thirty-five thousand)

5. PAYMENT METHOD:

Cash

6. THE WINNER IS TO BE INFORMED IMMEDIATELY:

At the present address

7. ANSWER DEADLINE:

2 DAYS

8. PRIZE DISPENSABLE BY:

Profit manager Hubert Einfalt, personally

9. REGISTERED AND 100% CONFIRMED AS A PRIZE CANDIDATE:

[...]

10. IMPORTANT COMMUNICATION:

This original version of the official prize participation information serves the purpose of informing you that you have been assigned a special allocation number for purposes of your participation in the winner determination of 11 March 2009. Your number is 50226981. This allocation number was not issued to any other person. If this number corresponds with the winning number drawn after this correspondence that has taken place, you will receive £35,000 provided that you answer within the stated time period.

According to prize policy, we are obligated to disburse the £35,000.00 to the lawful winner within 3 months. An immediate answer is obligatory! Because of your excellent customer status, we grant you the right to obtain the payment of £35,000.00 as early as 6 April 2009 at [...], if you win and answer accordingly.

SEE REVERSE



CONTINUED

To take advantage of the receipt of an immediate payment in case you win, you are hereby requested to immediately submit your personal allocation number to us in writing.

Because of the temporal restrictions related with this matter, we recommend that you remit the express handling charge of £29.90 to us as soon as today so as to satisfy your personal interests. By this means you can be assured of the payment of £35,000.00 if you win and as soon as we can determine and check whether you have the actual winning number will be forwarded to you as early as 6 April 2009. With the forwarding of the express processing fee you are also guaranteed to receive an important voucher for your personal use.

Please do not hesitate to forward your personal allocation number in the enclosed return envelope to us today. In this way you can receive £35,000.00 as planned at your address in [...]. And again, we will remit several valuable travel documents to you as an indication of our appreciation.

The express handling fee of £29.90 can be returned upon request if, upon being lucky enough to win, you do not receive your £35,000.00 by 6 April 2009 – or if you are dissatisfied in any way.

11. DATE AND PLACE OF THE DISBURSEMENT:

Vienna, 9 March 2009

12. PRIZE PARTICIPATION INFORMATION CHECKED AND APPROVED BY:

[Illegible signature]
FRIEDRICH MUELLER@ BUSINESS MANAGE-
MENT

[Round seal
Friedrich Mueller
Business Management
Friedrich Mueller]

[Stamp:
Checked and ap-
proved:]

[Stamp: PRIZE DRAWN ON 11.3
SEE THE PARTICIPATION
CONDITIONS ON THE RE-
VERSE
FOR FULL DETAILS
£35,000.00 CASH PRIZE]

Your answer represents an acknowledgment of the participation conditions, the transmission of data and the earliest possible payment condition on the reverse and entitles us to contact you with additional offers in writing or by telephone and via automated telephony equipment. You can revoke this right at any time either in writing or by contacting us at the toll-free number listed in the participation conditions.

R.T.C. GmbH, Gölsdorf, 2/13, Vienna, CN 249423Z, Commercial Court, Vienna.
remitted to the competent authorities

Prizes are subject to the Austrian gift tax and are deducted and



Authenticated translation from English

IMPORTANT!

[...]

Please you use this form as a precautionary measure in order to facilitate express processing if you win, wherewith you are also entitled to receive a prize voucher for your personal use.

See the participation conditions on the reverse for complete details.

EXPRESS PROCESSING FORM

No, 3 months is too long to wait. I want my prize immediately by 11.3. I therefore enclose the express processing fee of only £29.90 (please mark with a cross);

- CHEQUE CREDIT CARD
 POSTAL ORDER MasterCard VISA

Please send your payment in the attached return envelope!

Card number valid to

My telephone number is:
(for purposes of receiving additional offers or information concerning draws by means of an automatic telephony device)

_____/_____
Area code Number

Signature (for billing)

Please forward my order as quickly as possible. I request express processing

"I do not authorise the storage, processing and transmission of personal data (particularly including the name, address, telephone number, date of birth and item of interest) that I have personally released via participation, placement of an order or otherwise establishing contact within the EU, in my home country or internationally to be used by you for this purpose and for other similar advertising purposes and general promotional purposes as well as for exchange with other third parties for their promotional and advertising purposes" (Mark with a cross)

Assigned number 50226981

[...] Answer deadline
[...] 30.3.09
[] **6.4.09

Return your express processing form to us in the enclosed return envelope today!

Signature 0/(7/0514255/7 33604

Assigned number 50226981



Authenticated translation from English

Official conditions of participation — official participation provisions - no purchase necessarily

1. You are entitled to participate, if your name appears on the attached personal letter. The fact that you received this correspondence does not mean that you have won a cash prize. An 8-digit allocation number has been randomly assigned to each addressee and it participates in a draw for a sum of £35,000.00 under notarial and legal supervision. To determine whether you have won, you must legibly fill out the Prize Participation Form and forward it to FRIEDRICH MUELLER®. Entries must be received by an entry receiving date denoted on the Prize Participation Form by an asterisk (* 30 March 2009) and must be postmarked on the 5th preceding working day. The respondent whose allocation number agrees with the preselected prize number is declared to be the winner and the cash prize is disbursed within 3 months after subtracting the Austrian gift tax, whereby the disbursement of £27,300.00 = (22%) is obtained. Entries are to be forwarded to FRIEDRICH MUELLER, PO Box 607, 1011 Vienna, Austria.. If no message is received before the entry expiration date, the prize expires. Questions and concerns should be addressed to the same address. All rights reserved.
2. No purchase is necessary for participation in this draw. A purchase does not increase the chances of winning a prize. The approximate chance of winning is 1:87,000. Forwarding of the express handling fee of £29.90 by the specified due date ensures provisional transit provisions for the simplified payment of the prize money by the due date indicated on the prize participation form (**6 April 2009) if the respondent wins a prize, but is not required in order to participate in this promotion. The express handling charge can be returned upon request, should the respondent be dissatisfied in any way with the implementation procedures. Those who opt for the services offered by purchasing the express processing fee also receive a travel voucher for a trip, "Highlights of the Alps", for 2 persons at a value of £200.00 per person for a total of £490.00. The value of the trip cannot be redeemed in cash. The bus trip lasts for 6 days and 5 nights. Hotel accommodation is included (double occupancy); Meals are not included. A single occupancy room is available for an additional charge. Half-board consisting of breakfast and dinner can be purchased at a price of £115.00 per person. Please note that the trip is subject to certain limitations and availabilities. The participant has the option of selecting a certain travel date for an extra charge or to completely avoid the cost of a booking charge by selecting a deadline offered on a short term basis for a time period of 15 months and paying a refundable deposit, which is repaid in cash on the 2nd day of the trip. The full documentation is forwarded to the participant along with the participation conditions. Professional English-language travel guides are made available. The trip is transferable to other persons. An answer is considered to be a valid and binding acceptance of these participation conditions.
3. The winner agrees to make his or her photo available to FRIEDRICH MUELLER® free of charge for advertising purposes. The winner may also be required to sign a declaration of consent for the use of his or her picture for advertising purposes without further remuneration.
4. Members of FRIEDRICH MUELLER® (including its representatives and/or immediate family members) and its affiliated companies, representatives, advertising and promotion agencies and suppliers (the "sponsor" and his representatives) are not entitled to participate in this lottery, which is open to persons residing in Germany, the United Kingdom, France, Switzerland Canada and the United States who are 18 years of age or older.
5. The participant agrees to the storage, processing and transmission of his or her personal data (particularly involving the name, address, telephone number, birthday and other items of interest), which were obtained through a delivered participation or purchase or another method of establishing contact to be provided to selected direct sales companies and their service bureaus within the EU for purposes of advertising by means of telephone contact and personal communication including automatic telephony equipment, unless a request to the contrary is made.
6. Proof of the mailing date is not accepted as proof of delivery. No responsibility can be accepted for lost or misplaced requests. Damaged, illegible requests or those which do not comply with these provisions are disqualified. Mechanically duplicated entries are not accepted. Limited to one entry per person.
7. The winner is responsible for all taxes and related obligations, including the Austrian gift tax, which is deducted automatically from the prize and is forwarded to the competent authorities. The participants exempt FRIEDRICH MUELLER® from any liability in connection with this promotion by participating. All rights reserved. The one-time prize money is made available by the companies operating under the trademark FRIEDRICH MUELLER®.



Authenticated translation from English

18.3

FINAL PRIZE PARTICIPATION INFORMATION FOR:

**THE FOLLOWING AMOUNT IS
IMMEDIATELY PAYABLE TO THE ANSWERING WINNER:**
£35,100,00

ANSWER DEADLINE
2 DAYS

**RETURN ENVELOPE
OFFICIAL MATTER**

**Confidential documents
Mrs Schollmeier
are attached!**

**FRIEDRICH MUELLER®
PO Box 519
1011 Vienna
Austria**

Return undelivered articles to AT000006162 GREENFORD UB 18 7AT	2	ROYAL MAIL Postage paid GB HQ 11843
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520/1/106

07/7/733804 Cust. No. 05142555

Please
apply a 50
Pence
stamp



Authenticated translation from English

MANAGEMENT
FRIEDRICH MUELLER®

My return address:

I certify under oath that the above translation is in full agreement with the attached ~~original~~ / copy in the English language.

Digitally signed by Ingrid Neff
CN: CN = Ingrid Neff, SN = Neff, G =
Ingrid, C = AT, OU = sworn
and state certified translator,
T = Mag.
Date: 2010.04.07 11:26:27 + 02' 00"



Authenticated translation from English

FRIEDRICH MUELLER®
LEGAL DEPARTMENT
PO Box 519, 1010 Vienna, Austria

520/3/261
07/7/740924

Cust. No. 05142555

URGENT LEGAL MATTER

Reference number [...] [...]

Deadline **5 DAYS**

Presented personally

Mailing date **2 March 2009**

Subject: **EXPRESS PRIZE DISBURSEMENT OF UP TO 35,000.00 POUNDS**

Vienna, 2.03.2009

Dear Mr/Mrs [...]

The management of FRIEDRICH MUELLER® assigned me to inform you that you are guaranteed to have won. Congratulations!

The disbursement of your legally granted prize on 4.03.2009 after this letter was mailed and before it was received shall take place within 3 months, provided that you claim your prize in writing within the time interval before the closing date.

You also have the option to receive your gift of

- **£35,000.00 PASSBOOK WITH 3% INTEREST**
- **VOLKSWAGEN POLO OR THE EQUIVALENT VALUE OF £10,500.00 IN CASH**
- **NEW KITCHEN APPLIANCES WITH A VALUE OF £8,400.00 OR THE EQUIVALENT VALUE IN CASH OR**
- **A VOUCHER HAVING A VALUE OF £400.00**

IMMEDIATELY AND DIRECTLY. This communication was not issued in error.

FRIEDRICH MUELLER® has declared that he is ready to perform the disbursement of your guaranteed prize by Monday, March 30 at the latest.

As a legal adviser I am officially assigned to monitor the disbursement of your prize directly to you at [...] in [...].

SEE OVERLEAF



Authenticated translation from English

FRIEDRICH MUELLER®
LEGAL DEPARTMENT

My return address is:



Authenticated translation from English

IMPORTANT!

[...]

Please return the attached express processing form to us as a precaution!

See the participation conditions overleaf



Authenticated translation from English

I can assure you, [...], that I have made all necessary preparations.

I should however advise you that you should, in your own interest, return the express processing fee of £19.95 to us in the enclosed return envelope TODAY.

If the disbursement of your guaranteed prize of up to £35,000.00 by 30.03.2009 does not meet your expectations in some way, we will return your £19.95. The immediate forwarding of the express processing fee ensures the immediate disbursement of your guaranteed profit!

Please note, [...], that you are not obligated to buy something. This is not an attempt to induce you to buy something! This only concerns the IMMEDIATE disbursement of your prize of up to £35,000.00 to you, [...].

NOTE! IF YOU FAIL TO FORWARD THE EXPRESS PROCESSING FEE, I MUST CONCLUDE THAT YOU ARE NOT INTERESTED IN RECEIVING YOUR PRIZE OF UP TO £35,000.00 IMMEDIATELY.

To avoid this, I expect receipt of your payment of £19.95 within the next 5 days. This way you can be sure that your guaranteed prize will be disbursed to you as per your wishes by 30.03.2009 at the latest.

Sincerely

[Seal: FRIEDRICH MUELLER
LEGAL DEPARTMENT]

Illegible signature
J E Schollmeier, M.A.
FRIEDRICH MUELLER®
LEGAL DEPARTMENT

[Stamp:
GUARANTEED PRIZE OF £35,000.00
see the overleaf conditions for details regarding the
earliest possible prize disbursement]



See cond

Authenticated translation from English

Official participation conditions!- no purchase necessarily

1) Mode of participation: One of 4 different prizes is allocated to every addressee via a draw after the letter has been sent and before it is received by the addressee as well as under notarial and legal supervision. In each case either 1) an interest-bearing passbook with a deposit of £35,000.00 or the equivalent value in cash (chance of winning 1:66,445) or 2) a Volkswagen Polo with a value of £10,500.00 or the equivalent in cash (chance of winning 1:66,445) or 3) kitchen appliances with a value of £5,400.00 or the equivalent in cash (chance of winning 1:66,445) or 4) voucher for a bus trip, "Highlights of the Alps", for 2 persons with a value of £200.00 per person, for a total £400.00. The trip cannot be exchanged for cash. The bus trip lasts for 5 days and 4 nights. Hotel accommodation is included (double occupancy). Meals are not included. A single occupancy room is obtainable for an additional fee. Half-board consisting of breakfast and dinner is available at a price of £115.00 per person. Please note that the trip is subject to certain limitations and availabilities. The participant has the option to select a certain travel time for an extra charge or to completely avoid the cost of a booking charge by selecting a deadline offered on a short-term basis for a time period of 15 months and paying a refundable deposit which is repaid in cash on the 2nd day of the trip. Full documentation is forwarded to the participant along with the participation conditions!

Professional English-language travel guides are provided. The trip is transferable to other persons. Chance of winning 1:1.11. To find out what you have won, you must answer by the closing date marked with an asterisk (*) on the express processing form of the bulk mailing. All entries should be sent to FRIEDRICH MUELLER®, PO Box 519, 1011 Vienna, Austria. The sponsor assumes no responsibility for lost, late, improperly filled out, damaged and illegible entries or those with postage due. Damaged, incomplete, erroneous, altered, illegible, falsified entries or those which do not fully comply with these official provisions are invalid.

2) **Right to participate:** Available to persons who are 18 years of age or older and who reside in the United Kingdom. Employees of the sponsor, its associated companies or subsidiaries, advertising or promotion agencies and suppliers as well as their immediate family members or persons living in the same household are not entitled to participate. Winners are responsible for all taxes and related obligations.

3) **Advertising release:** Winners may be asked to provide a declaration concerning their right to participate and a liability/advertising release, which must be returned within 14 days of the date of the notification letter upon any forfeiture of the prize. The return of a prize announcement upon failure to deliver leads to disqualification.

4) The winners are responsible for all taxes, including the Austrian gift tax, which are automatically deducted from the prize and forwarded to the competent authorities, wherewith a total amount that is to be disbursed valued at £27,300.00 for prize No. 1 = (22%), £8,610.00 = (18%) for prize No. 2, and £7,056.00 = (16%) for prize No. 3 is obtained.

5) In general: Upon accepting the prizes the recipients agree to the worldwide use of their names, photos and pictures for purposes of promotion and advertising in any media (including online) without additional remuneration. In participating the participant agrees (a) to be bound by these participation conditions, (b) that the decisions of judges regarding all matters relating to this promotion are final, and (c) to release the sponsor and his agents from any and all liabilities, losses or damage based on his participation in this promotion or relating to the allocation, receipt, ownership and/or the misuse of a prize. The disbursement of the prize voucher shall occur at the latest 3 months after the closing date. Participation in this promotion does not require a purchase, the respondent is however free to forward an express processing fee for purposes of the immediate disbursement of the prize by 30.03.2009. The one-time prize money is made available by the companies operating under the trademark FRIEDRICH MUELLER®.

5) **List of winners:** For a list of winners of prizes of more than £500.00, send a request in a prepaid return envelope to FRIEDRICH MUELLER® Winner List, PO Box 519, 1011 Vienna, Austria. Questions and concerns should be addressed to the same address. All rights reserved.

Every respondent agrees to the storage and transmission of his or her personal data (particularly involving the name, address, telephone number, date of birth and other items of interest), which were obtained through a delivered participation or purchase, for advertising purposes in future promotions via direct sales companies within the EU by means of telephone contact or personal communication, e-mail and automatic telephony devices, unless a request to the contrary is made. The right to future contact can be rescinded at any time by calling the toll-free telephone number 0800/358 6232 and providing the full name and the address.



EXPRESS PROCESSING FORM

No, I do not want to wait for 3 months to receive my prize of £35,000.00. I want it immediately by 30.03.2009. I therefore enclose the express processing fee of only £19.95 (please mark with a cross ☒);

- CHEQUE CREDIT CARD
 POSTAL ORDER MasterCard VISA

Please send your payment in the attached return envelope!

Card number valid to

My telephone number is:
(for purposes of receiving additional offers or information concerning draws by means of an automatic telephony device)

_____/_____
Area code Number

Signature (for billing)

Please forward my order as quickly as possible

"I do not authorise the storage, processing and transmission of personal data (particularly including the name, address, telephone number, date of birth and items of interest) that I have personally released via participation, placement of an order or otherwise establishing contact within the EU, in my home country or internationally to be used by you for this purpose and for other similar advertising purposes and general promotional purposes as well as for exchange with other third parties for their promotional and advertising purposes" (Mark with a cross)

[...]
[...]

Answer deadline
30.3.09

Return your express processing form to us in the enclosed return envelope today!

Signature

07/7/05142555/740924



URGENT LEGAL MATTER

Express prize disbursement up to
£35.000,00
in the form of a passbook bearing interest of
3%! Deadline _____ **5 DAYS**

Return undelivered articles to AT000006162 GREENFORD UB 18 7AT	2	ROYAL MAIL Postage paid GB HQ 11843
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RETURN ENVELOPE

**My express processing form is attached,
Please process it immediately!**

**FRIEDRICH MUELLER®
PO Box 519
1011 Vienna
Austria**

Please
apply a 50
Pence
stamp

J E SCHOLLMEIER, M.A.
LEGAL DEPARTMENT

My return address:

I certify under oath that the above translation is in full agreement with the
attached ~~original~~ / copy in the English language.

Digitally signed by Ingrid Neff
CN: CN = Ingrid Neff, SN = Neff, G =
Ingrid, C = AT, OU = sworn
and state certified translator,
T = Mag.
Date: 2010.04.07 11:28:14 + 02' 00"

