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This edition of the K&L Gates Competition & Consumer Law Round-Up provides a summary of recent and significant updates from the Australian Competition and Consumer Commission (ACCC), as well as other noteworthy developments in the competition and consumer law space. If you wish to have any more detail about the issues outlined in this newsletter or discuss them further, please reach out to any member of the K&L Gates Competition and Consumer Law team (listed in the left column).

Enforcement***Unfair Contract Terms***

- [Unfair Contract Terms Appeal Against Auto & General Dismissed](#)
- [Disability and Aged Care Support Platform Mable Admits to Unfair Contract Terms](#)

Greenwashing and Environmental Issues

- [Greenwashing Claims Brought Against "Reef Friendly" Sunscreen Brands](#)

Other Developments

- [Optus Pays AU\\$100 Million for Unconscionable Conduct](#)
- [Bupa Agrees to Pay an AU\\$35 Million Penalty for Alleged Unconscionable and Misleading Conduct](#)
- [Michael Hill, MyHouse and Hairhouse Online Penalised for Making Misrepresentations](#)
- [Emma Sleep Admits to Misleading Conduct in Its Online Sales](#)
- [Misleading Conduct Proceedings Brought Against Jayco](#)
- [ASIC Brings Action Against Insurance Comparison Provider Choosi for Alleged Misleading Conduct](#)
- [Good Guys Pays AU\\$13.5 Million for Misleading Representations](#)
- [Dendy Cinema Penalised for Alleged Misleading Drip Pricing](#)

Mergers and Acquisitions

- [ACCC Allows Allianz's Proposed Acquisition of RAA](#)

Noteworthy Developments

- [ACCC Reviews Unsolicited Selling and Lead Generation](#)

Enforcement

Unfair Contract Terms Appeal Against Auto & General Dismissed

On 5 June 2025, the Full Federal Court dismissed the Australian Securities and Investments Commission's (ASIC) appeal against the decision that Auto & General Insurance Company Limited (A&G) did not have unfair contract terms (UCT) in its product disclosure statements (PDS) which applied to a number of its home and contents insurance contracts (contracts).

ASIC brought proceedings against A&G in April 2023, arguing that A&G's contracts contained a Notification Term (Term) that was unfair. This Term contained three clauses, such that:

- The first clause was a promise by the insured to inform A&G of any changes – *"Tell us if **anything** changes while you're insured with us"* (emphasis added);
- The second clause detailed the consequences of a breach of this promise; and
- The third clause provided 11 examples of changes A&G wanted to be told about, such as if *"Your home is no longer in good condition"* or *"Your home will be demolished, by you or a government authority"*.

ASIC alleged a broad construction of "anything", arguing that the Term imposed an undue, unpractical and unclear obligation on the insured which could mislead or confuse the insured of their true rights and obligations under the contract. Previously, the Federal Court had agreed with A&G that in the context of the contract as a whole, "anything" had a narrower meaning, only requiring notice for changes to information about the insured's home or contents that had already been disclosed prior to entering into the contract.

The majority of the Full Federal Court disagreed with the Federal Court's construction of the Term and agreed with ASIC's construction, holding that it was framed in an open manner. The court considered "anything" was qualified by an implied materiality criterion presented by the 11 examples of changes to avoid absurdity. Notification was therefore required for changes that were expected to have a material impact on the insured risk.

However, it was the acceptance of ASIC's construction that contributed to the Full Federal Court's finding that the Term was not unfair. It was found that the Term did not give rise to any significant imbalance in the parties' rights and obligations as it was not unreasonable to require the insured to notify A&G of changes that were material to the insured risk. Additionally, ASIC's construction also meant that ASIC accepted a reasonable consumer would understand the Term in that manner. Therefore, ASIC's argument that the Term lacked transparency and thus was not reasonably necessary to protect A&G's legitimate interests failed.

In its judgment, the Full Federal Court also considered the interaction between the *Insurance Contracts Act 1984* (Cth) (IC Act) and the UCT regime. The IC Act imposes implied terms and duties to insurance contracts, including a statutory good faith implied term (SGFIT) that requires each party to act with the utmost good faith. Without coming to a concluded view, the Full Federal Court considered that a SGFIT is an aspect that would need to be assessed by the court when considering if a contract has UCT. Although a SGFIT may reduce the circumstances that an insurance contract is found to contain UCT, the court noted that a SGFIT would not immunise insurance contracts from the UCT regime.

The full judgment can be found [here](#) and ASIC's media release can be found [here](#).

Key takeaways: Whether a term is considered to be an UCT depends upon the construction of the term itself, and how a reasonable consumer is taken to understand the term (as well as its transparency and the interest sought to be protected by the term). For example, the word “anything” can be qualified by examples to avoid an absurd result. The interaction between the IC Act and the UCT regime is also important, as it may affect the assessment of unfairness. Nonetheless, businesses should ensure terms are clearly drafted.

Disability and Aged Care Support Platform Admits to Unfair Contract Terms

On 12 June 2025, Mable Technologies Pty Ltd (Mable), admitted to including UCT in its contracts.

Mable is an online services platform that connects independent support workers to people seeking care support, such as National Disability Insurance Scheme (NDIS) participants and the elderly (together, the clients). The UCT identified include:

- Allowing Mable to receive an AU\$5,000 minimum penalty fee from clients and support workers in particular circumstances, for example, if a support worker leaves Mable’s platform, and within 12 months of leaving continues their care arrangement with the client introduced through Mable;
- Setting out that a client’s service log is “*automatically deemed approved unless the client*” disputes it within 24 hours, without a corresponding “*contractual right for the client to opt-out or dispute the invoice*” after the deemed approval;
- Enabling Mable to unilaterally “*change some of its fees and terms without reasonable notice*”; and
- Seeking to limit Mable’s “*liability for claims and losses*”.

Mable cooperated with the ACCC during its investigation. It has since amended its website and terms of use and provided a court-enforceable undertaking which prevents Mable from entering into terms that have been identified as being of concern, requires Mable to communicate its material terms to users prior to and during the sign-up process on its platform and establish and maintain an Australian Consumer Law (ACL) compliance program for three years.

Read the ACCC’s media release [here](#) and Mable’s undertaking [here](#).

Key takeaways: The ACCC’s successful investigation outcome reflects its 2025-26 enforcement priorities to target UCT in consumer and small business contracts and improve ACL compliance by NDIS providers. Businesses should continue reviewing its contract terms to ensure they meet the UCT regime, especially if they contract with more vulnerable or disadvantaged consumers such as NDIS participants.

Greenwashing Claims Brought Against “Reef Friendly” Sunscreen Brands

On 30 June 2025, the ACCC launched proceedings against Edgewell Personal Care Australia Pty Ltd (Edgewell) and its US-based parent company, Edgewell Personal Care Company (Edgewell PCC) in the Federal Court for allegedly making false or misleading claims that its sunscreen brands, Hawaiian Tropic and Banana Boat, are “reef friendly”.

The ACCC alleges claims were made between August 2020 and December 2024 across Edgewell’s websites, social media, retailer catalogues and other publications. Some of Hawaiian Tropic’s product packaging also featured a logo with the words “*reef friendly*”, “*No oxybenzone or Octinoxate*” and a picture of coral. Oxybenzone or octinoxate has

been banned in some jurisdictions, including Hawaii, based on scientific evidence that they cause significant harm to reefs. The ACCC alleges these claims were made based on the advice, guidance and direction from Edgewell PCC.

The ACCC contends that Edgewell's claims are false or misleading as the sunscreens contained one or more of the following ingredients – octocrylene, homosalate, 4-Methylbenzylidene camphor and butyl methoxydibenzolymethane, which the ACCC argues either cause harm to reefs or risks causing harm to reefs.

The ACCC also alleges that Edgewell or Edgewell PCC were aware of scientific studies, literature or other reports that indicated some or all of the ingredients were known to have an adverse effect on reefs or there was a risk of such harm, and neither company took steps to adequately satisfy themselves that there was not an adverse effect or risk to reefs, nor was any testing conducted or commissioned about the ingredients' impact on reefs.

The ACCC Deputy Chair Catriona Lowe commented that: *"By engaging in this alleged greenwashing, we say Edgewell deprived consumers of the ability to make an informed decision and may have prevented them from purchasing a different brand of sunscreen that did not contain chemicals which risked causing harm to reefs...Businesses should not shy away from promoting the environmental credentials of their products, but they must be able to substantiate any claims, for example through reputable third-party certification or reliable scientific reports."*

The ACCC is seeking penalties, declarations, injunctions, a corrective notice, a compliance program and costs. The ACCC's media release can be found [here](#).

Key takeaways: The ACCC's commencement of proceedings reflects the ACCC's continued focus on greenwashing as part of its 2025-26 priorities. Businesses should review any environmental claims they make and consider whether these claims can be adequately substantiated by certification or scientific evidence.

Optus Pays AU\$100 Million for Unconscionable Conduct

On 18 June 2025, Optus Mobile Pty Ltd (Optus) agreed to pay an AU\$100 million penalty after admitting to engaging in unconscionable conduct when selling telecommunications goods and services to over 400 consumers.

This comes after the ACCC commenced action against Optus in October 2024, following referral from the Telecommunications Industry Ombudsman. The ACCC alleged that Optus had inappropriately sold telecommunications goods and services to consumers who often did not want or need them, and in some cases then pursued consumers for debts resulting from those sales, even when it knew the contracts were created inappropriately or fraudulently. In particular, the consumers subject to the conduct were experiencing vulnerability or disadvantage, with many of them being First Nations Australians from regional, remote and very remote parts of Australia. The ACCC also alleged that the unconscionable conduct continued after Optus management became aware of deficiencies in its systems, and that they had failed to implement changes to fix the issue.

Optus has admitted that between August 2019 and July 2023, its sales staff acted unconscionably during the sale of phones and contracts to over 400 consumers at 16 different Australian stores including by:

- Putting undue pressure on consumers to purchase a large number of products;
- Not explaining terms and conditions in a manner vulnerable consumers could understand especially about ongoing payment obligations;
- Not having regard to whether consumers had Optus coverage where they lived;
- Selling products Optus knew or ought to have known consumers could not afford; and
- Misleading consumers that certain goods were free or were included in bundles without extra cost.

As the ACCC Deputy Chair Catriona Lowe commented, *“The conduct, which included selling inappropriate, unwanted or unaffordable mobiles and phone plans to people who are vulnerable or experiencing disadvantage is simply unacceptable.”*

Optus has also admitted that it had inappropriate sales practices that affected a number of its stores including two Darwin stores. This includes pursuing debts in relation to contracts consumers entered into at their Mount Isa store in circumstances where Optus senior management knew that the debts had been created without the knowledge of affected consumers, most of which were First Nations Australians.

Optus acknowledged that it had failed to take steps to promptly fix deficiencies in its systems that allowed this inappropriate sales conduct to continue. This type of conduct was incentivised by Optus’ commission-based sales arrangements for its sales staff. This is despite, as the ACCC notes, the Telecommunications Consumer Protections Code requiring Optus, from 17 June 2022, to have regard to the ACCC’s best practice recommendations that recommends *“businesses to avoid commission-based selling because of its potential to exacerbate the vulnerability of consumers”*.

Optus and the ACCC have jointly agreed on an order from Federal Court for an AU\$100 million penalty for Optus’ breach of the ACL. Optus has also signed an undertaking that it will provide remediation and begin compensating consumers, address any claims through a clear resolution process, make an AU\$1 million donation to an organisation that facilitates digital literacy of First Nations Australians, review its systems and procedures and make changes, change the remuneration structure of sales staff and buy back 34 Optus licensee stores in the Northern Territory, Queensland and South Australia.

The ACCC’s media release can be found [here](#).

Key takeaways: Misleading pricing and claims in relation to the telecommunications sector is one of the ACCC’s 2025-26 priorities, and investigating conduct that impacts First Nations Australians is also one of the ACCC’s enduring priorities. This case reflects the importance for businesses to ensure their systems and procedures encourage behaviour that is compliant with the ACL, especially in circumstances where staff engage with more vulnerable consumers such as First Nations Australians.

Bupa Agrees to Pay an AU\$35 Million Penalty for Unconscionable and Misleading Conduct

On 30 June 2025, the ACCC instituted proceedings against Bupa HI Pty Ltd (Bupa) for breaching the ACL over failing to provide its members with their private health insurance entitlements, affecting thousands of consumers over a period of more than five years. The ACCC and Bupa have jointly agreed to a court-imposed penalty of AU\$35 million and other orders.

Bupa has admitted that between May 2018 and August 2023, it engaged in misleading or deceptive conduct and made false or misleading representations by advising members that they were not entitled to any private health insurance benefits for a mixed coverage claim or uncategorised item claim, when in fact they were eligible. Such representations occurred when consumers checked with Bupa staff before medical treatment and after a procedure through Bupa’s automatic claims assessment systems.

Bupa also admitted that between June 2020 and February 2021, it engaged in unconscionable conduct when it stopped manually reviewing certain mixed coverage claims that had been incorrectly automatically assessed as

having no benefits payable when it knew that manual review was necessary to ensure benefits were identified and paid correctly.

The ACCC notes that this conduct arose due to Bupa staff not having “*consistent and clear instructions and training for assessing Mixed Coverage Claims*” and because of Bupa’s systems being “*programmed to incorrectly reject Mixed Coverage and Uncategorised Item Claims*”. The ACCC also states that this conduct left consumers thousands of dollars out of pocket, as it caused them to personally finance expenses for medical treatments, and sometimes even upgraded to more expensive policies to ensure coverage. Additionally, consumers were also “*exposed to potential medical risks or complications*” due to not proceeding with medical treatment or undergoing multiple treatments after being falsely advised that they were not covered for certain procedures.

Bupa has cooperated with the ACCC. Prior to the commencement of the ACCC’s legal action, Bupa started compensating affected members, medical providers and hospitals, paying to date AU\$14.3 million for more than 4,100 affected claims. Bupa also provided a court-enforceable undertaking to continue compensating affected parties under its existing remediation program.

The ACCC Chair Gina Cass-Gottlieb stated that “*Bupa’s conduct is very serious and fell well short of what is expected of one of the largest health insurers in Australia. Bupa should have invested in the necessary systems, processes and training to prevent this from happening, and address it promptly when it occurred.*”

The ACCC’s media release can be found [here](#).

Key takeaways: This case reflects the importance for businesses, especially large businesses, to ensure they have the necessary controls and processes in place to identify any issues with their systems and staff to avoid noncompliant conduct impacting consumers on a wide scale. This is particularly important in circumstances where the conduct affects consumers’ insurance entitlements, which may lead to detrimental financial and nonfinancial impacts.

Michael Hill, MyHouse and Hairhouse Online Penalised for Making Misrepresentations

On 11 June 2025, the ACCC announced that three major retailers each paid an AU\$19,800 penalty after the ACCC issued them with infringement notices over alleged false and misleading representations made about their Black Friday sales.

The ACCC alleged that Michael Hill Jeweller (Australia) Pty Ltd (Michael Hill), Global Retail Brands Australia Pty Ltd’s homewares business MyHouse (MyHouse), and Hairhouse Warehouse Online Pty Ltd (Hairhouse Online) each misrepresented the nature of their sales by falsely describing discounts as being applied “sitewide”.

Michael Hill’s online advertisement promoted the Black Friday sale by stating “*Member Event 25% off Sitewide*”. The ACCC alleged this was misleading as some of its products on its online store were not a part of the sale.

MyHouse’s website displayed an advertisement during the Black Friday sale that had the following statements:

- “*Black Friday Up to 60% Off Sitewide + EXTRA 20% off*”; and
- “*Up to 60% OFF RRP EVERYTHING ON SALE*” followed by “*+EXTRA 20% OFF*”.

The ACCC said this was misleading as the extra 20% discount did not apply to all of MyHouse’s products.

Hairhouse Online displayed an online advertisement to promote its Black Friday sale with the statement “*SAVE 20% to 50% SITEWIDE*”. The ACCC alleged this statement misled consumers into thinking all items on the website would be discounted, despite more than a quarter of its products not being within this sale offer.

These penalties come after the ACCC conducted a sweep on advertisements made about Black Friday and post-Christmas sales events in December 2024, identifying concerns over misrepresentations being made about the size and scope of discounts being offered to consumers.

The ACCC Deputy Chair Catriona Lowe commented that “*Advertisements that talk about ‘sitewide’ or ‘storewide’ sales or promise discounts ‘off everything’ should deliver what customers expect and not be used by retailers to hook consumers under false pretences. Businesses...should not use small point disclaimers to terms and conditions to disguise the real extent of their offers.*”

Ms Lowe also warned businesses that “*During the EOFY sales, retailers should be aware that we will continue to keep an eye on sales promotions to ensure consumers are not being misled, and retailers may face enforcement action if they make sales representations that contravene the Australian Consumer Law.*”

The ACCC’s media release can be found [here](#).

Key takeaways: The ACCC is actively monitoring retailers promoting significant sales events, particularly online. Retailers must ensure that their claims are accurate and transparent about the nature and extent of their sales, noting that disclaimers or qualifications may not be sufficient if any false or misleading representations are made.

Emma Sleep Admits to Misleading Conduct in Its Online Sales

On 16 June 2025, Australian mattress supplier Emma Sleep Pty Ltd (Emma Sleep) admitted to making false and misleading representations on its website.

Between at least 15 June 2020 and 27 March 2023, Emma Sleep advertised 74 products online, representing that the advertised price was at a discounted price by:

- Showing a purchase price with a higher price with a “*strikethrough*”;
- Displaying a percentage discount (“*50% OFF*”); and
- Representing that the sale price provided a certain saving to the consumer (“*Save as much as AU\$3,531*”).

However, 58 of the 74 products were not previously on sale at the “*strikethrough*” or “*standard*” price, and the remaining 16 products had almost never been on sale at those prices.

Emma Sleep also represented that products on sale were available for a limited period of time. However, this was not the case, creating a false sense of urgency for customers purchasing these products.

In the ACCC’s media release [here](#), the ACCC Deputy Chair Catriona Lowe stated that, “*These type of false advertising practices not only mislead customers but also mean companies get an unfair advantage over other suppliers.*”

In light of Emma Sleep’s admitted contraventions, the Federal Court turned to consider the liability of Emma Sleep’s German parent company, Emma Sleep GmbH (ESG) and Emma Sleep’s related entity, Bettzeit Southeast Asia Inc (Bettzeit).

The Federal Court held ESG not liable for Emma Sleep's conduct as Emma Sleep was not acting as a legal agent for its parent company and ESG was not the principal contravener. However, the Federal Court found Bettzeit liable for the admitted conduct – Bettzeit staff were a part of the Australian team responsible for Emma Sleep's advertising and were closely involved in Emma Sleep's strategies. The full judgment can be found [here](#).

The ACCC is now seeking declarations, penalties, injunctions and other orders, with a hearing date to be fixed.

Key takeaways: Again, there is a focus on retailers' online promotional materials.

Misleading Conduct Proceedings Brought Against Jayco

The ACCC has commenced court action against Jayco Corporation Pty Ltd (Jayco) for advertising that its caravans are suitable for off-road and four-wheel drive (4WD) only conditions.

Jayco is a manufacturer of caravans and recreational vehicles (RVs) in Australia, including the Outback, All Terrain and CrossTrak RVs which are the subject of the ACCC's allegations.

The ACCC alleges that when advertising its RVs, Jayco made several design representations that were false and misleading, including that its RVs are designed for use off-road or on 4WD only tracks. These representations include:

- Images and videos of the RVs being towed on off-road and 4WD only terrain, including being towed through water; and
- Words and statements such as *"purpose-build off-road hybrid RV"*, *"designed specifically for off-road adventures"*, and *"our toughest off-roader, purpose-built to tackle the tough Australian terrain"*.

Significantly, Jayco's warranty for these RVs describe that its RVs are not designed for use or towing on 4WD only tracks, or terrain with hard impacts, heavy landings, rutted roads or tracks. The warranty also specifically does not cover damage caused by use on unsuitable surfaces including 4WD only tracks or by use in water crossings and uneven surfaces. As noted by ACCC's Deputy Chair Mick Keogh, the ACCC therefore alleges that *"Jayco misled consumers by advertising the RVs in terrain in which they were not designed to be used and were not covered by its warranty"*.

The ACCC also considers there was a lack of adequate disclosure in Jayco's promotional material about the carveouts in the warranty.

Additionally, the ACCC also separately alleges that Jayco's advertising for its All Terrain RV was false and misleading as the use of the name "All Terrain" represented to consumers that it was designed for use on all types of terrain including 4WD only tracks when in fact it was not.

This is not the first time that Jayco has become the target of the ACCC's enforcement action – in 2021, the Federal Court made an order of AU\$75,000 against Jayco for making misrepresentations about consumer guarantees.

Read the ACCC's media release [here](#).

Key takeaways: Businesses, especially those that have previously been the subject of ACCC scrutiny, should carefully consider the overall impression that is created by their marketing statements to avoid making false or misleading representations. The overall impression of a statement may not be cured by the "fine print" or the carveouts included in the warranty terms.

ASIC Brings Action Against Insurance Comparison Provider Choosi for Alleged Misleading Conduct

ASIC has filed proceedings in the Federal Court against Choosi Pty Ltd (Choosi) for allegedly making misrepresentations about its funeral and life insurance comparison tool to prospective customers.

Choosi offers customers a free comparison of insurance providers, receiving a commission from the insurance provider when the offering is bought through Choosi.

ASIC alleges that Choosi represented that its comparison was based on a range of or multiple insurers, with statements such as the below made on its website and on various advertising platforms including social media:

- “... We work with a range of popular insurance brands, so we can make their policies available to you”;
- “Get the best cover for your needs by comparing a range of life insurance providers with Choosi...”; and
- “Looking for life insurance? Compare quotes from a range of leading life insurance brands now.”

ASIC contends that these were misrepresentations as Choosi only compared funeral insurance policies offered by a single issuer, Hannover Life Re of Australasia Ltd (Hannover). ASIC makes the same allegation in respect of life insurance policies, with the exception that Choosi included in its comparison one other life insurance policy, Woolworths Life Insurance, from an insurer other than Hannover.

ASIC Deputy Chair Sarah Court commented that “*Comparison websites must provide a meaningful comparison service and not simply operate as a sales channel or distribution platform for companies.*”

ASIC is seeking pecuniary penalties, adverse publicity orders and injunctive relief. ASIC’s media release can be found [here](#).

Key takeaways: Businesses that provide comparisons of financial products should ensure any claims and statements they make about their comparisons are true and accurate, and in all the circumstances, fair. If businesses purport to hold themselves out as providing a comparative service to consumers, they should not merely act as a sales “tool” for other companies.

Good Guys Pays AU\$13.5 Million for Misleading Representations

The Good Guys Discount Warehouses (Australia) Pty Ltd (The Good Guys) has agreed to pay an AU\$13.5 million penalty to resolve court proceedings commenced by the ACCC over alleged false or misleading representations in relation to its store credit and “StoreCash” promotions.

On 11 July 2024, the ACCC commenced proceedings against The Good Guys, alleging that between July 2019 and August 2023, The Good Guys ran 116 promotions offering consumers store credit or StoreCash, representing that the:

- Only requirement to receive store credit or StoreCash was to make a qualifying purchase; and
- Store credit or StoreCash would not expire or would expire after a reasonable period.

The ACCC contended that these representations were false or misleading as consumers were also required to opt in to receive marketing communications to get the store credit or StoreCash, and a majority of the store credit or

StoreCash promotions expired within seven to 10 days. The ACCC also alleged that The Good Guys breached the ACL by failing to provide the store credit or StoreCash to eligible consumers within a reasonable timeframe or within the specified timeframe that was promoted.

In a concise statement filed with the Federal Court, the Good Guys admitted that 21,000 customers were not provided with store credit within the specified timeframe in promotions, however they denied that most customers did not receive the credit promised.

The Good Guys and the ACCC have agreed to jointly submit to the Federal Court for orders requiring the Good Guys to pay the AU\$13.5 million penalty and to contribute to the ACCC's costs. The Good Guys has also agreed to conduct a remediation program for certain customers.

Key takeaways: Any promotions conducted by a business should convey clear and accurate information about the promotion to consumers, especially in relation to timing and participation requirements. Businesses should also demonstrate adequate "follow-through" when making a promise to consumers.

Dendy Cinema Penalised for Alleged Misleading Drip Pricing

On 25 June 2025, the ACCC announced that Dendy Cinema Pty Ltd (Dendy Cinema) paid an AU\$19,800 penalty after the ACCC issued it with an infringement notice over its alleged drip pricing practices when selling movie tickets online.

Drip pricing involves failing to prominently show the total price as a single figure. Dendy Cinema allegedly did not include the unavoidable per ticket booking fee in its total movie ticket price at the earliest opportunity during the booking process, only displaying the total price at the final stages of the online transaction.

The ACCC Deputy Chair Catriona Lowe commented that "*Businesses must be upfront about the total minimum quantifiable price of a product or service... By initially only displaying part of the total price for a movie ticket, Dendy has reduced the ability of consumers to make an informed purchasing decision.*"

The ACCC has stated that "*it will look at pricing practices in the cinema industry more broadly to ensure that per ticket booking fees are being presented in a way that complies with the pricing obligations*" under the ACL.

The ACCC's media release can be found [here](#).

Key takeaways: This enforcement action demonstrates the ACCC's 2025-26 priority to focus on misleading surcharging practices and other add on costs. Businesses that provide products or services that may have hidden or additional fees should disclose these costs to the consumer earlier in the purchasing process.

Mergers and Acquisitions

ACCC Allows Allianz's Proposed Acquisition of RAA

On 12 June 2025, the ACCC announced that it would not oppose the proposed acquisition by Allianz Australia Insurance Limited (Allianz) of RAA Insurance Holdings Limited and its subsidiary RAA Insurance Limited (together, RAAI) from Royal Automobile Association of South Australia Incorporated (RAA). It will also not oppose

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Allianz from entering into a 20-year agreement with RAA to exclusively distribute Allianz and RAAI underwritten insurance products.

Allianz operates globally and provides a range of insurance products to Australian consumers. It offers general insurance products directly to consumers and through distribution arrangements with partners such as brokers, financial institutions and motor vehicle dealers.

RAA is Australian-based and is a member-owned organisation providing roadside assistance products, general insurance products and other ancillary services to its members. RAAI underwrites home, contents and motor insurance and its products are distributed through the RAA network via call centres and physical branches located in South Australia (SA) and on RAA's website.

The proposed acquisition will not include RAA's membership-based business which includes its roadside assistance business.

The competitive analysis or investigation undertaken by the ACCC centred around the likely effects of the proposed acquisition on competition in the:

- Supply of home and contents insurance in SA and Australia;
- Supply of motor insurance in SA and Australia; and
- Acquisition of repair services in SA and Australia.

The ACCC concluded there was not likely to be a substantial lessening of competition in any of the markets identified. In relation to the supply of home and contents insurance and motor insurance, there would, post-acquisition, still be a number of established and mid-tier insurance suppliers in South Australia and more broadly. In relation to the acquisition of repair services, the ACCC found that Allianz's position in the market was unlikely to give it the ability to diminish prices or supply terms post-acquisition.

Read the ACCC's decision [here](#).

Noteworthy Developments

ACCC Reviews Unsolicited Selling and Lead Generation

On 17 June 2025, the ACCC announced that it will begin conducting a review about unsolicited selling and lead generation in response to the Consumer Action Law Centre's designated complaint in March 2025, the first designated complaint received under the new designated complaints framework.

Unsolicited selling involves a salesperson approaching a consumer unprompted and trying to generate a sale of a good or service despite the consumer having not asked for this contact. It often comes in the form of door-to-door selling, cold calling, or approaching a consumer in public such as in a shopping centre. Lead generation, such as social media advertising, helps facilitate unsolicited selling as it identifies people who may be potential sales targets. As stated by the ACCC Deputy Chair Catriona Lowe, "*Unsolicited selling and lead generation has the potential to cause significant financial harm to consumers and it can often disproportionately impact consumers experiencing vulnerability or disadvantage.*"

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The ACCC has released a consultation paper [here](#), seeking stakeholder feedback about the benefits and detriments of unsolicited selling, closing on 31 July 2025. Ms Lowe comments that the ACCC is keen to “*hear the views from a broad range of stakeholders, including businesses that use unsolicited selling, industry associations, government, consumers groups and consumers, to help inform our review.*”

In the consultation paper, the ACCC notes that under the current legislative framework, the ACL provides a national standard for the regulation of unsolicited consumer agreement. This is supported by the general and specific protections in the ACL for consumers such as the prohibition of misleading or deceptive conduct, which can apply to both unsolicited selling and lead generation. Certain sectors, such as the National Energy Retail Law, also contain protections in relation to unsolicited selling.

Pending a final report post-consultation, the ACCC will continue to consider the conduct of individual businesses involved in unsolicited consumer agreements, including taking enforcement action. Recently, the ACCC obtained a favourable outcome against VET FEE-HELP providers who engaged in unfair and high-pressure sales tactics.

Read the ACCC's media release [here](#).

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