

**Pronouncement of the Final Decision Regarding the Investigation about Unilever
Sanayi ve Ticaret Türk A.Ş. According to Article 49 of the Act no 4054 on the
Protection of Competition**

It was decided UNANIMOUSLY that

- 1- Unilever Sanayi ve Ticaret Türk A.Ş. is dominant in the market for industrial ice cream, the market for ice cream for immediate consumption and ice cream for at-home consumption,
- 2- Unilever Sanayi ve Ticaret Türk A.Ş. abused its dominant position by means of rebates it made and violated article 6 of the Act no 4054,
- 3- In its agreement with Getir Perakende Lojistik A.Ş., Unilever Sanayi ve Ticaret Türk A.Ş. imposed Getir Perakende Lojistik A.Ş. a non-compete obligation, which was prohibited in the decision of the Competition Board dated 15.05.2008 and numbered 08-33/421-147, and violated article 4 of the Act no 4054,
- 4- Therefore,
 - a) For the infringement stated in article 2 of the decision, according to third paragraph of Article 16 of the Act and Article 5(1)(b), 5(2) and 5(3)(b) of the Regulation on Fines to Apply in cases of Agreements, Concerted Practices and Decisions Limiting Competition, and Abuse of Dominant Position, on the basis of the annual gross income accrued at the end of the financial year 2019 and determined by the Board by taking into account domestic net sales, Unilever San. ve Tic. Türk A.Ş. shall be imposed, by discretion, 274.409.838,43 TL administrative fines,
 - b) For the infringement stated in article 3 of the decision, according to third paragraph of Article 16 of the Act and Article 5(1)(b), 5(2) and 5(3)(a) of the Regulation on Fines to Apply in cases of Agreements, Concerted Practices and Decisions Limiting Competition, and Abuse of Dominant Position, on the basis of the annual gross income accrued at the end of the financial year 2019 and determined by the Board taking into account domestic net sales, Unilever San. ve Tic. Türk A.Ş. shall be imposed, by discretion, 205.807.378,83 TL administrative fines,
- 5- The exclusivity clause included in the loan agreements that regulate the use of freezers belonging to Unilever San. ve Tic. Türk A.Ş. prevented competition at sales points with closed sales areas smaller than 100m² and violated article 4 of the Act no 4054, the said agreements shall be granted individual exemption on condition that the exclusivity clause is omitted,
- 6- Within this framework,
 - a) Regarding sales points with net 100 m² or smaller closed sales areas,
 - b) If there are not any freezers directly accessible by consumers, except for Unilever San. ve Tic. Türk A.Ş.'s freezer,
 - c) Unilever San. ve Tic. Türk A.Ş.'s and/or its distributors' loan agreements regulating the use of freezers belonging to Unilever San. ve Tic. Türk A.Ş. shall be arranged so that competing products are allowed to use 30% of the visible part and total volume of the freezer at the sales point,
- 7- Loan agreements made between Unilever San. ve Tic. Türk A.Ş. and/or its distributors and sales points shall be arranged again in compliance with the requirements

stated in this decision and Unilever San. ve Tic. Türk A.Ş. shall inform the dealers/distributors and final sales points about this, and Unilever San. ve Tic. Türk A.Ş. shall document to the Competition Board that this obligation is fulfilled within 60 days as of the notification of the short decision, Unilever San. ve Tic. Türk A.Ş. shall be informed that, otherwise, an investigation shall be initiated concerning Unilever San. ve Tic. Türk A.Ş. and a proceeding shall be made according to article 17 of the Act no 4054.

The decision can be appealed before Ankara Administrative Courts within 60 days as of the notification of the reasoned decision.