

DELIBERATION NO. 102/20/CONS

**INJUNCTION AGAINST MYWAYTICKET SA FOR THE VIOLATION OF
ARTICLE 1, PARAGRAPH 545, OF LAW NO. 232 (2017 BUDGET LAW) OF 11
DECEMBER 2016
(INDICTMENT NO. 1/19/DSD)**

THE AUTHORITY

AT the Council meeting of 16 March 2020;

WHEREAS law no. 249 of 31 July 1997, entailing the "Institution of the Communications Authority and the regulation of telecommunication and radio-television systems";

WHEREAS legislative decree no. 259 of 1 August 2003, entailing the "Electronic communications law";

WHEREAS law no. 232 of 11 December 2016, entailing the "National budget law for the financial year 2017 and multi-year budget for the 2017-2019 three-year period" and, in particular, article 1, paragraph 545, as amended by law no. 145 of 30 December 2018;

WHEREAS, in particular, article 1, paragraph 545, of law no. 232 of 11 December 2016, based on which, *"In order to combat tax evasion and to protect consumers and ensure public order, the sale of tickets or any other kind of placement, granting right of admission to entertainment events by parties other than the Ticket Issuer, including based on separate contracts or agreements, is punished, provided such conduct does not constitute a criminal offence, with the inhibition of such conduct and pecuniary administrative sanctions ranging from € 5,000.00 to € 180,000.00 and, should such conduct be performed by means of electronic networks, in accordance with provisions under paragraph 546, with the removal of the contents or, in the most egregious cases, with the shutdown of the website used to perpetrate the violation, with no prejudice to refunding claims"*;

WHEREAS law no. 689 of 24 November 1981, entailing *"Amendments to the criminal law system"*;

WHEREAS law no. 241 of 7 August 1990, entailing *"New rules on administrative procedures and right to gain access to administrative documents"*;

WHEREAS legislative decree no. 104 of 2 July 2010, entailing *"Enactment of article 44 of law no. 69 of 18 June 2009, entailing delegation to the government on matters concerning the reorganising of the administrative procedure"*;

WHEREAS deliberation no. 410/14/CONS of 29 July 2014 and its Attachment A, concerning the *"Procedural regulation for administrative sanctions and commitments"*

and public consultation on the document entailing the 'Guidelines for quantifying pecuniary administrative sanctions imposed by the Communications Authority', as last amended with deliberation no. 581/15/CONS, hereinafter referred to as the "Regulation";

WHEREAS deliberation no. 265/15/CONS of 28 April 2015, entailing the "Guidelines for quantifying pecuniary administrative sanctions imposed by the Communications Authority";

WHEREAS article 2 of Decree-Law no. 162 of 30 December 2019, entailing "Urgent provisions on the extension of legislative terms, the organisation of public administrations and technological innovation", pursuant to which, "Under article 7, paragraph 1, of decree-law no. 104 of 21 September 2019, converted, following amendments, into law no. 132 of 18 November 2019, the wording 'until 31 December 2019' is replaced by 'until 31 March 2020'";

WHEREAS deliberation no. 223/12/CONS of 27 April 2012, entailing the "Adoption of a new regulation on the organisation and running of the Communications Authority", as last amended by deliberation no. 95/19/CONS;

WHEREAS the reports submitted in writing by TicketOne S.p.A., Vertigo S.r.l., Vivo Concerti S.r.l., Friends & Partners S.p.A., Associazione italiana organizzatori e produttori spettacoli di musica dal vivo, Trident Music S.r.l. and Di and Gi. S.r.l., (registered by Agcom under protocol nos. 138266 of 29 March 2019, 163437 of 12 April 2019, 175696 of 19 April 2019, 175815 of 19 April 2019, 184293 of 29 April 2019, 200620 of 10 May 2019, 208321 of 15 May 2019);

WHEREAS the note of Agenzia delle Entrate (Italian Revenue Agency) of 31 May 2019 concerning parties registered as Ticket Issuers (registered by Agcom under protocol no. 237156)

WHEREAS the note of Guardia di Finanza – Nucleo Speciale Beni e Servizi (Finance Police – Special Unit dealing with Goods and Services) – of 4 June 2019 concerning activities in support of the the fight against secondary ticketing activities (registered by Agcom under protocol no. 242107);

WHEREAS the note of Polizia Postale e delle Comunicazioni (Postal Police) of 4 June 2019 concerning the monitoring of and the fight against secondary ticketing activities (registered by Agcom under protocol no. 241698);

WHEREAS the Report of 10 June 2019, entailing the proposal of starting sanction procedures pursuant to article 3, paragraph 4, of Attachment A of deliberation no. 410/14/CONS (registered by Agcom under protocol no. 251450);

WHEREAS the indictment and investigation notice of the Director of the Network and Digital Services Development Department, no. 01/19/DSD of 2 July 2019, entailing "The indictment of the company named Mywayticket SA following the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017)";

WHEREAS the note registered by Agcom under protocol no. 289790 of 3 July 2019, providing formal notice of indictment and investigation document no. 01/19/DSD, entailing "*The indictment of the company named Mywayticket SA following the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017)*", to the liquidator of the company named Mywayticket SA;

WHEREAS the note of 3 July 2019, with which the Director of the Network and Digital Services Development Department submitted to the Ministry of Foreign Affairs – Department for Italians Abroad, Office IV – Section IV notifications – for the purposes of notifying the indictment and investigation notice no. 01/19/DSD titled "*the indictment of the company named Mywayticket SA following the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017)*" and subsequent notification to the Company, on 9 August 2019 (registered by Agcom under protocol no. 290125);

WHEREAS the company named Mywayticket's access to the documents on 3 September 2019;

WHEREAS the note of 18 September 2019 sent by the company named Mywayticket SA to submit their defence memorandum (registered by Agcom under protocol no. 394332);

WHEREAS the notice of 26 September 2019, entailing "*Notice of procedures leading to sanctions, pursuant to article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017), as amended by law no. 145 of 30 December 2018 (Budget law 2018)*" sent to the Competition Authority (registered by Agcom under protocol no. 408005);

WHEREAS the note of 4 December 2019, entailing "*The indictment of the company named Mywayticket SA following the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017). Notice of stay of proceedings*" (registered under Agcom protocol no. 523103);

WHEREAS the note of 23 December 2019 which, pursuant to article 7, paragraph 1, of Regulation no. 581/15/CONS, requested further information to the company named Mywayticket and simultaneously notified the stay of proceedings (registered by Agcom under protocol no. 552147)

WHEREAS the note of 17 January 2020 with which the company named Mywayticket SA acknowledged the request for further information of 23 December 2019, as registered by Agcom under protocol no. 552147 (registered by Agcom under protocol no. 22263)

WHEREAS the note of 20 January 2020 providing notice of stay subsequent to the note of 23 December 2019 registered under Agcom protocol no. 552147 issued pursuant to article 7, paragraph 5 of Regulation no. 581/15/CONS (registered under Agcom protocol no. 24757);

WHEREAS the Chairman's deliberation no. 4/20/PRES of 22 January 2020 concerning the *"The approval of the draft injunction against the company named Mywayticket SA following the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017), (Indictment no. 1/19/DSD) and further investigations for the acquisition of the agreement set forth under article 1, paragraph 545 of law no.232/2016, pursuant to article 11, paragraph 1 of the Regulation attached to deliberation no. 581/15/CONS"*

WHEREAS deliberation no. 12/20/CONS of 27 January 2020 entailing *"Ratification of the Chairman's deliberation no. 4/20/PRES concerning the approval of the draft injunction against the company named Mywayticket SA following the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017), (Indictment no. 1/19/DSD) and further investigations for the acquisition of the agreement set forth under article 1, paragraph 545 of law no.232/2016, pursuant to article 11, paragraph 1 of the Regulation attached to deliberation no. 581/15/CONS"*

WHEREAS the note of 27 January 2020 entailing *"Agreement as per article 1, paragraph 545, law no.232/2016: forwarding of the draft injunction addressed at company named Mywayticket SA concerning its infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (sanctions procedure started with indictment no. 1/19/DSD)"*, sent to the Competition Authority (registered by Agcom under protocol no. 37498);

WHEREAS the note of 28 January 2020, entailing, pursuant to article 7, paragraph 5 of Regulation no. 581/15/CONS, notice to the company of deferment of the terms for the sanctions proceedings set forth under deliberation 12/20/CONS (registered by Agcom under protocol no. 38632);

WHEREAS the deliberation of the Competition Authority of 25 February 2020, through which Agcm expressed *"pursuant to article 1, paragraph 545, law no. 232/2016, formal agreement on the draft injunction addressed at the company named Mywayticket SA. as submitted by the Communications Authority"* (registered by Agcom under protocol no. 88480);

WHEREAS the documents of the proceedings;

CONSIDERING the following:

1. The fact and the indictment

Law no. 232 of 11 December 2016, concerning the *"National budget Law for the financial year 2017 and multi-year budget for the 2017-2019 three-year period"* gave the Communications Authority new powers as regards the sale of tickets/rights to admission for entertainment events, introducing measures that aim to counter the phenomenon known as secondary ticketing (namely, the sale of tickets for entertainment events by

subjects other than the owners – including based on specific contracts or agreements – of ticket-issuing systems).

In particular, paragraph 545 of article 1 of the aforesaid law, as amended by law no. 145 of 30 December 2018, establishes that *"In order to combat tax evasion and to protect consumers and ensure public order, the sale of tickets or any other kind of placement, granting right of admission to entertainment events by parties other than the Ticket Issuer, including based on separate contracts or agreements, is punished, provided such conduct does not constitute a criminal offence, with the inhibition of such conduct and pecuniary administrative sanctions ranging from € 5,000.00 to € 180,000.00 and, should such conduct be performed by means of electronic communications networks, in accordance with provisions under paragraph 546, with the removal of the contents or, in the most egregious cases, with the shutdown of the website used to perpetrate the violation, with no prejudice to refunding claims. The Communications Authority, in conjunction with the Competition Authority, carries out the necessary inspections and takes the due measures, acting either at its own initiative or upon notice by any interested party, levying, where due, the pecuniary administrative sanctions provided for hereunder. No penalty is imposed if a natural person occasionally sells, to no commercial end, tickets for entertainment events at a price that is equal to or less than such ticket's face value."*

In the period running from March to May of 2019, the Communications Authority received a significant number of complaints regarding the MyWayTicket.it website, filed by companies operating in the field of live music event organisation, by musical event primary ticketing companies and by trade associations. Such complaints reported the sale of tickets for live musical events (secondary ticketing) performed by Mywayticket SA on its website and on social media platforms, violating article 1, paragraph 545 of Budget law 2016.

Following supervisory activity, performed upon receipt of the aforesaid complaints and conducted with the assistance of the Finance Police, the Postal Police and the Revenue Agency, the Director of the Network and Digital Services Development Department – with document no. 1/19/DSD of 2 July 2019, concerning the *"Indictment of the company named Mywayticket SA for the infringement of article 1, paragraph 545 of law no. 232 of 11 December 2016 (Budget law 2017)"*, notified to the party on 15 July 2019 – ascertained that the company named Mywayticket SA (hereinafter, MWT):

- 1) via the MyWayTicket.it website, was selling tickets for entertainment events despite not being a registered Ticket Issuing Company;
- 2) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Jack Savoretti* event of 18 April 2019;

- 3) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *The Giornalisti* event of 1 May 2019;
- 4) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Ennio Morricone* event of 18 May 2019;
- 5) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Ennio Morricone* event of 19 May 2019;
- 6) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Elisa* event of 24 May 2019;
- 7) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Elisa* event of 25 May 2019;
- 8) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Elton John* event of 29 May 2019;
- 9) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Elton John* event of 30 May 2019;
- 10) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Vasco Rossi* event of 1 June 2019;
- 11) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Vasco Rossi* event of 6 June 2019;
- 12) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Vasco Rossi* event of 7 June 2019;
- 13) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Vasco Rossi* event of 11 June 2019;
- 14) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Vasco Rossi* event of 12 June 2019;

- 15) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Ennio Morricone* event of 16 June 2019;
- 16) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Ennio Morricone* event of 18 June 2019;
- 17) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Ennio Morricone* event of 19 June 2019;
- 18) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Def Leppard* event of 19 June 2019;
- 19) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Ennio Morricone* event of 29 June 2019;
- 20) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Jovanotti* event of 6 July 2019;
- 21) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Elton John* event of 7 July 2019;
- 22) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Laura Pausini and Biagio Antonacci* event of 8 July 2019;
- 23) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Jovanotti* event of 13 July 2019;
- 24) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Jovanotti* event of 27 July 2019;
- 25) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Eros Ramazzotti* event of 3 August 2019;
- 26) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *Eros Ramazzotti* event of 6 August 2019;

27) via the MyWayTicket.it website, was selling tickets at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites, for the *The Giornalisti* event of 7 September 2019;

28) was selling, through the social media platform www.facebook.com/mywayticket linked to the company's website, tickets for events at a greater price than the face value of the same tickets being sold on authorised, primary-ticketing websites.

For each of the ascertained violations leading to indictment, the company was presented with the option of settling upon payment of lower fines (pursuant to article 16 of law no. 689/1981). The company declined such an offer.

2. Deductions of the Company

The Company, via the defence memorandum of 18 September 2019 (registered under Agcom protocol no. 394332), highlighted the reasons whereby it deems the indictments unfounded. Subsequent to the information request of 23 December 2019 (registered under Agcom protocol no. 552147), the Company responded with further information on 17 January 2020 (registered under Agcom protocol no. 22263).

The Company has sought to emphasise that the hereby proceedings refer to a period subsequent to its commencement of liquidation procedures, that all marketing activity had ceased as of February 2019, that all activities in general had ceased as of 30 July 2019 and that, as of 4 August 2019, the Company website was shut down along with its Facebook page (though the latter's Facebook group, while inactive, is still online). Furthermore, the year ended 31 December 2018 witnessed losses totalling [omissis] and over the period referenced by the indictments the Company's online platform carried out transactions worth (comprehensive of ticket sale prices and MWT commissions) a total of Euro [omissis] – sums that are negligible when compared to both the extent of the proceedings and even the minimum fines applicable pursuant to article 16 of law no. 689/81.

With reference to its activities, MWT claims that at no time, whether present or past, has it engaged in large-scale ticketing activities. According to the Company, its activities were limited to providing a ticket resale platform for potential buyers and sellers and, whereupon such tickets were being sold and bought, they had been legitimately purchased by the prospective third-party sellers from registered Ticket Issuing Companies and were being sold on occasionally and singly.

More specifically, the activities carried out by MWT involved providing a public platform on which third parties could trade tickets for admission to performances, shows, concerts and sporting fixtures. Such activities, according to the Company, are akin to those provided for on a far larger scale (in terms of product range and volumes) by other online marketplaces such as, for instance, e-Bay, which allow persons possessing all manner of goods to put them up for sale reaching an indefinitely large number of prospective buyers, and to independently set the price of such goods based on market demand and supply.

Prospective buyers, the Company argues, could compare prices available on its marketplace with those available on other online marketplaces, stores and resellers.

The Company, as transparently stated on its website, further emphasises that given that all sales were carried out independently by third parties unrelated to it and that it could not provide for prior verification as to the veracity of claims made by such third-party sellers, it provided prospective users either side of transactions with specific assurances designed to ensure that transactions carried out on its website were fulfilled to everyone's satisfaction. For example, payment to a seller of the requested sale amounts would only be affected following the actual date of the event. Wherever the transaction failed to provide admission to the buyer (for instance, in case of failure to deliver the ticket, of the ticket not being valid, or of the details of the actual ticket not matching the details advertised by the seller), the buyer would be provided a full refund for the amounts paid as requested by the seller.

The Company goes on to illustrate "*all actions specifically taken*" for the purposes of ensuring that its activities complied not just with standing laws and regulations but also the notices and/or requests issued by AGCM in the course of proceedings PS9960 (ended 21 October 2015) and PS10612 (ended 5 April 2017).

Further to which, the Company states that during the course of the PS9960 proceedings it "*modified its platform with respect to purchase procedures, so as to allow users, upon having selected the type of event they are interested in, to access a list of events, each of which carrying details as to time, date and venue, the full amount of commissions payable to MWT on terms of intermediation fees, the price of the ticket, as advertised from the outset and at all stages of the presentation, including charges.*" Subsequent to the end of the enquiry stage of proceeding PS9960, the Company updated its website informing users that information provided by sellers could not be verified by MWT prior to transactions.

In addition to the above, upon closure of proceeding PS10612, the Company, so as to "*end the commercial practices deemed unfair by AGCM*", provided for the following: 1) displaying the face value of the tickets sold on the platform next to the resale prices; 2) displaying tickets' seat and row numbers.

The Company, in referencing the AGCM's own statements published within the closing brief of the PS10612 enquiry, i.e. that "*MWT, in order to attain compliance, has moved to publish the face value of tickets that are up for sale on the website alongside resale price*", draws attention to the fact that law 232/2016 had already entered into force at the time of the AGCM's request that the face value of tickets for sale on the MWT platform be transparently presented to consumers.

In that respect, the Company further notes that *"at no time during said proceedings were any issues raised concerning any alleged unlawfulness stemming from MWT's activities and, what is more, the requirement was placed upon face value that it be published alongside sale price set by the seller (which, though including MWT commissions, was also not subject to questioning)."*

The Company then goes to highlight the fact that the activities subject to AGCM scrutiny were also subject to an AGCOM opinion, which stated that *"the internet, as a medium, has a significant bearing on consumers' judgement as to whether to engage in the indicted commercial practices [since,] were they to be influenced by information disseminated online concerning the services offered by professionals, they may actually follow through with the purchase of any tickets up for sale, whereby effectively conflating promotional material and information."*

It follows, according to the Defendant, in the absence of any reference by either Authority to prospective violations pursuant to said law, that MWT developed a legitimate expectation as to the propriety of its conduct.

Based on such considerations, the Company argues that it is quite apparent that while acting as a provider of online IT services designed to provide a lawful platform wherein individual demand for admission tickets meets individual supply, it also, at all times, scrupulously and responsibly complied with all and any findings pertaining to its activities that were notified by the Authorities. Further detailing its position, the Company submits: *"that MWT's conduct is not answerable to such interpretations should be clarified with respect to an additional aspect, namely with regards to its actions in its capacity as the manager of the marketplace and, hence, as a mere intermediary."*

According to the Company, as stated throughout the website and within its general terms and conditions, MWT's business model is that of a mere intermediary, one that provides "information society services" as defined under Directives 2015/15/EU and 2000/31/EC. In that regard, the Company quotes Directive 2015/15/EU (in turn, referencing Directive 2000/31/EC), which defines an information society service as *"a service provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of services"*. Said services, as clarified by the Court of Justice of the European Union, as provided by a marketplace involve facilitating liaisons between buyers and sellers. Thus described, MWT's marketplace operations would rank the Company as a provider of information society services. Its electronic platform allowed for liaisons between consumers that had purchased tickets on the primary market and wished to sell them and those who wished to purchase them on the secondary market – all of which admissible pursuant to article 1, paragraph 545 of law 232/2016. In performing such activities, MWT used its website to showcase ticket offers, with sellers independently specifying event types, number of tickets and asking price.

The Company further specifies that *"the services provided by MWT were not limited to operating the platform; they also included additional ancillary services" designed to "ensure successful transaction outcomes and the delivery of the tickets bought and sold. The sale price agreed to between the seller and the buyer was subject to [omissis]"*

According to the Company, based on that description of its business model, MWT satisfied both criteria set forth by the Court of Justice of the European Union in order to establish whether a marketplace can be ranked as a mere provider of information society services: in the case in point, the Company argues, it is certain that *"MWT was not a supplier of tickets on the secondary market, nor did it exercise any overriding influence on the terms at which the tickets were sold."* With the Company having effectively operated as a mere provider of *"information society services"*, any unlawful conduct by MWT is yet to be determined or ascertained and, at any rate, cannot be viewed as arising with reference to the terms at which the tickets were bought and sold since these were independently determined by the marketplace's users.

The Company concludes, given its status as a mere provider of *"information society services"* pursuant to definitions set forth under said rulings and directives, that the MWT marketplace is not answerable to indictments arising from violations under 1, paragraph 545 of law 232/2016.

Without prejudice to the above, the Company still believes that if the Authority were to deem grounded the violations listed in the indictment, pursuant to article 11 of law no. 689/1981 and the *"Guidelines for quantifying pecuniary administrative sanctions imposed by the Communications Authority"*, approved with Deliberation 265/15/CONS (the *"Guidelines"*), it should come to the conclusion that, in the case in point, there would be *"one, single violation"*, which entails adoption of the so-called cumulative judgement.

Where MWT is concerned, the Company further emphasises that any conduct issuing in conjunction with its activities was limited to the management of the marketplace via which third parties (i.e. the website's users) performed the indicted transactions. More specifically, *"MWT did not act as a buyer/reseller and thus did not operate under any purchase and resale agreement, the contents of which are the subject of the interpretations of the indictment pursuant to article 1, paragraph 545 of Law 232/2016."* In other words, according to the Company, the only hypothetical grounds for indictment are that MWT's conduct be construed as consistent with a marketplace business model that is sanctionable; and if that were the case, the Company's conduct must be viewed as *"one, single violation."*

Consequently, the Company denies the legitimacy – to the extent that, as clarified by the Guidelines, it would run counter to provisions under law – of charging for as many counts of violating the aforesaid article 1, paragraph 545 as there were events for which tickets

were allegedly unlawfully bought and sold. *"Any such interpretation, furthermore, would find no justification in the aforesaid article 1, paragraph 545, whose criteria for the establishment of minimum and maximum penalties do not envisage accounting for multiple events; thus, any penalty quantified on the grounds of such unstated criteria would prove arbitrary.*

The Company goes on to argue that if the violation were deemed to have occurred, it would, at any rate, rank as *"one of minimum severity if objectively measured against the small number of tickets bought and sold on the marketplace by users during the scrutinised months running March to May 2019."*

The minimum penalty should also apply upon due consideration of the current financials of the Company which, having posted losses for several years running, has been placed under liquidation. The Company is in a state of *"financial disarray"* and as such, in accordance with the criteria set forth by the Guidelines, warrants minimum penalties being applied *"even whereby the severity of violations is medium to high."*

The Company concludes, therefore, by submitting that the Authority should *"ascertain that MWT is not answerable to the twenty-six violations listed in the indictment and thus rule that MWT is not liable for fines envisaged under article 1, paragraphs 545 and 546 of law 232/2016"*; otherwise, *"should MWT be deemed answerable to the violations listed in the indictment, it should apply – subject to cumulative judgement – the minimum pecuniary administrative sanction envisaged under article 1, paragraph 545 of law 232/2016."*

As part of the supplementary documentation provided by the Company on 17 January 2020 in response to the Authority's request for further information dating 23 December 2019, the Defendant provided clarification with respect to: 1) all activities carried out in support of its customers during purchase and resale, including warranties provided to buyers and sellers; 2) all mark-ups applied to the face value of tickets, whatever their nature; 3) the organisation and indexing of the website's home page; 4) the percentage of tickets sold at face value during the period subject to scrutiny and all details pertaining to the indicted transactions.

With reference to the details concerning support activities provided to secure the outcome of transactions, the Company explained that *"customers were provided support via email (info@mywayticket.it and supporto@mywayticket.it) and via live chat live (available at www.mywayticket.it in the contacts section) mostly for the purposes of establishing delivery methods and address, especially with last-minute ticket purchases"*. The procedure further required that buyers perform payment either via credit card, PayPal or bank transfer and that they provide such payment in full at time of purchase (within 24 to

48 hours in case of bank transfer). During the payment process, at a fee, buyers could also opt for *MWT Guarantee* cover, granting, on condition that tickets be returned to the seller and net of service charges, an immediate refund in case of event cancellations. Furthermore, *"all sums paid were held on the Company's bank account. The seller received payment as of 10 working days subsequent to the event by way of bank transfer or PayPal. Wherever issues demonstrably arose, the buyer was refunded through cancellation of credit card or PayPal payment or a bank transfer."*

As for mark-ups, the Company added to its prior explanations by clarifying that it applied *"an [omissis] commission on the total cost of the ticket"* (delivery costs excluded), to which it added *[omissis]*.

With reference to home page organisation and indexing, the Company clarified that the website was typically subject to updates in response to changes dictated by Google (no more than once a year) and indexed *"depending on page contents"*, and that *"back-office staff at the Company organised content based on the prominence of the events, applying the same said criterion when selecting events and designating their position within the website. Updates to the website were subject to new events and tickets becoming available"*

Finally, with reference to the percentage of tickets sold during the period subject to scrutiny at higher than face value and to the details of all transactions carried in conjunction with the indictments, the Company stated that *"no sale at face value occurred on its website during"*; the Company also provided details as to the resale price (specifying face value, final resale price and commissions withheld).

3. Outcome of the preliminary investigations and Authority assessments

In order to correctly assess the Company's deductions it is worth reviewing unlawful conducts as defined pursuant to paragraph 545 of article 1, as amended by law no. 145 of 30 December 2018. To this end, it is necessary to reconstruct the regulatory reference framework, starting from the actual wording of the relevant provisions and then moving on to the *ratio legis*.

The aforesaid law dictates that: *"In order to combat tax evasion and to protect consumers and ensure public order, the sale of tickets or any other kind of placement, granting right of admission to entertainment events by parties other than the Ticket Issuer, including based on separate contracts or agreements, is punished, provided such conduct does not constitute a criminal offence, with the inhibition of such conduct and pecuniary administrative sanctions ranging from € 5,000.00 to € 180,000.00 and, should such conduct be performed by means of electronic communications networks, in accordance with provisions under paragraph 546, with the removal of the contents or, in the most egregious cases, with the shutdown of the website used to perpetrate the violation, with*

no prejudice to refunding claims. The Communications Authority, in conjunction with the Competition Authority, carries out the necessary inspections and takes the due measures, acting either at its own initiative or upon notice by any interested party, levying, where due, the pecuniary administrative sanctions provided for hereunder. No penalty is imposed if a natural person occasionally sells, to no commercial end, tickets for entertainment events at a price that is equal to or less than such ticket's face value." (emphasis added).

The wording of the abovementioned law clearly shows that the illegal conducts punishable by law are:

- 1) the sale or any other form of placement of tickets *carried out by subjects other than Ticket Issuers*;
- 2) selling the ticket at a greater price compared with the face value.

Clear reference to the fact that the aforesaid violations may be also committed through "*electronic communications networks*" and that "*websites*" can provide the means by which to perform such conducts as violate the law, clarify – unlike the Company claims – that such subjects can be punished.

Had websites not been included in the law in question, there would no reason to involve and ascribe specific powers to the Communications Authority, whose scope of action has always included the electronic communications sector and any conduct enacted by means of electronic communication networks.

The law in point is therefore consistent and entails continuity with the body of the law (which, for example, identify the Authority in charge of protecting online copyright), which aims to provide Internet protections with respect to two overriding, yet potentially conflicting, legal priorities: on the one hand, there is the need to facilitate business performance on the services market of the information society; on the other, there is the need to prevent the perpetuation of *large-scale business exploitation practices* that violate sectorial rules, such as the protection of copyright or, in the case in point, the prevention of speculative and inflationary phenomena in the market of secondary-ticketing for theatre and musical shows, in order to "*combat tax evasion and to protect consumers and ensure public order.*" When examining the purpose of the reference law, namely, to "*combat tax evasion and to protect consumers and ensure public order*", it is clear that countermeasures cannot rule out conducts committed via internet websites, given the increasing relevance of economic transactions performed online in all economic sectors, also including, therefore, the sale of tickets for events.

In view of the above, the Authority has made the following assessments, based on what emerged from the inspections carried out, also by means of the Postal Police, from the preliminary investigations and from the declarations of the Company during the proceedings.

We hereby point out that items 1 and 28 of the indictment, as listed above, have not been taken into consideration for the purposes of determining sanctions. The reasons for that

are as follows: regarding item 1 of the indictment, concerning the sale of tickets by parties other than registered Ticket Issuers, this is itself one of the key elements of the incriminated conducts mentioned under subsequent items 2 to 27. As for item 28 of the indictment, we believe that promoting activity on the page of the social network Facebook, www.facebook.com/mywayticket, is not punishable *per se*; it, rather, supplements considerations pursuant to damage severity, for it can amplify the spread of sale offers – yet, in the case in point, given the Company's economic standing, such considerations will be set aside.

Hence, following the preliminary investigations, the Authority has ascertained the existence of infringements violating the law concerning the sale of tickets for 26 events of several artists, as described in the indictment and listed under paragraph 1 of this document.

3.1. Activity carried out on the MyWayTicket website for the marked-up sale of tickets (compared with the face value of the same tickets sold on other authorised, primary-ticketing websites)

With reference to the activities of the Company, the documents of the proceedings clearly reveal the active role of MWT in selling, on its website, tickets for events at a price that is greater than face value, hence breaching article 1, paragraph 54 of law no. 232/2016.

As for the Company's position and the classification of the performed activity, the documents of the proceedings show that MWT's activity is not limited to bringing together potential sellers and potential buyers, solely to facilitate economic transactions, treating the uploaders' data exclusively in a technical, passive and automatic fashion. On the contrary, MWT intervened, actively and extensively, with respect to all phases of the business transaction, up to its completion, withholding – at time of sale – a hefty commission, [omissis] of the ticket's final price, charging delivery costs to the buyer and, furthermore, withholding on one of its bank accounts the amount paid by the buyer to purchase the ticket (and subsequently paying it to the seller following specific checks).

Through investigation of the activities performed by MWT impinging on the several stages of the sale process up to completion, we can see that – right from the outset – the website promotes the presentation of ticket sale offers by displaying pictures and messages that entice the user to buy the ticket for the single event, stressing the event's attractiveness, uniqueness and importance, even in view of the fame of the performing artist. The online pages that precede the conclusion of the business transaction exemplify, by displaying both specific graphics and descriptive messages, the main characteristics of the venues and the sectors within them (for example, floor, stage, *gold*, stands, etc.), in order to classify the characteristics of the available tickets. Hence, the platform's business model chiefly aims to promote the single events, so as to sell as many tickets as possible, as will clearly emerge from the description of the activities below. In fact, from a

promotional standpoint, promoting an event has a much stronger emotional impact on the consumer's mind than simply displaying the availability of a single ticket.

That the interest should be to maximise sales is further demonstrated by the Company's use of the Facebook social network for promotional purposes. In fact, the www.facebook.com/mywayticket page featured live chat and ticket purchasing functions – clicking on the page's "Buy" button would redirect users wishing to purchase tickets to MWT's website.

As well as carrying out optimisation and promotion with regards to any tickets up for sale, during the sale MWT also provided specific services aimed at the successful completion of the sale transaction, as declared by the company itself, which states that "*The services were not merely limited to the provision of the platform, but also included ancillary services designed to ensure successful completion of the transactions and delivery of the tickets bought and sold*" (emphasis added).

Though the Company describes them as *ancillary*, said services are, in fact, fundamental to the execution of the sales contract: the Company is an active party to the sales transaction and demonstrates that that is actually the case when it states that "*customers were provided support via email (info@mywayticket.it and supporto@mywayticket.it) and via live chat (available at www.mywayticket.it in the contacts section) mostly for the purposes of establishing delivery methods and address, especially with last-minute ticket purchases*" (emphasis added).

The procedure further required that buyers perform payment either via credit card, PayPal or bank transfer and that they provide such payment in full at time of purchase (within 24 to 48 hours in case of bank transfer). During the payment process, at a fee, buyers could also opt for *MWT Guarantee* cover, granting, on condition that tickets be returned to the seller and net of service charges, an immediate refund in case of event cancellations. Furthermore, "*all sums paid were held on the Company's bank account. The seller received payment as of 10 working days subsequent to the event by way of bank transfer or PayPal. Wherever issues demonstrably arose, the buyer was refunded through cancellation of credit card or PayPal payment or a bank transfer*" (emphasis added). As testified by the Company's own statements, sums paid in exchange for the ticket were directly handled by the platform which withheld payment to the seller until verification of the exchange's completion to the parties' satisfaction.

Finally, when completing the sale, the company – as well as withholding on its bank account the sum paid by the buyer for the ticket – levied a hefty commission (factored into the final sale price), namely [*omissis*] of the ticket price, plus all delivery expenses.

The Company's involvement in every stage of the sales process on the MWT platform isn't the only evidence of its active, hands-on role. The Company, it was later revealed, carried out a host of other proactive interventions on its website. More specifically, with reference to the website's management, the Company has clarified that the website was

typically subject to "*updates in response to changes dictated by Google (no more than once a year) and indexed depending on page contents*", and that "*back-office staff at the Company organised content based on the prominence of the events, applying the same said criterion when selecting events and designating their position within the website. Updates to the website were subject to new events and tickets becoming available*" (emphasis added).

Therefore, all the information collected throughout the proceeding and thus far described, prove that MWT's activity did not simply amount to storing the users' data and technically processing them, passively and automatically; it rather consists in a direct intervention – also carried out with the support of staff – so as to define all crucial aspects and stages of the business transaction, up to the completion of the sale.

What is more, further information gathered by the Postal Police reveals that the website "*features no mention/clarification as to the fact that sellers are prohibited from selling their tickets at above nominal value, since the law mandates that any ticket resale be affected at a price equal to or less than face value,*"

It stands to reason that the Company had no interest in communicating the above since its overriding interest – given its withholding of an [*omissis*] commission on sale price and its other commission fees – was to maximise both sale prices and transaction numbers. Indeed, it is more than certain that the commission cashed in by the platform with each sale, having been calculated in terms of percentage of the final price, is a reason for the platform to make buyers and sellers agree on marked-up ticket prices, which must cost more than the face value, in order to maximise the profit per unit cashed in by the platform for each completed sale, thus increasing MWT's degree of active interference and direct involvement with respect to defining pricing.

In view of such information, what emerges is that MWT's role is by no means passive or technical and is, in fact, far more consistent with roles exceeding those of a mere intermediary – since the latter would act as non-vested go-between for both buyer and seller. It is of little consequence that the Company should argue that "*MWT did not act as a buyer/reseller and thus did not operate under any purchase and resale agreement, the contents of which are the subject of the interpretations of the indictment pursuant to article 1, paragraph 545 of Law 232/2016.*" In fact, the relation between the ticket holder and MWT can, for the abovementioned reasons, be considered a mandate without representation. The platform (upon the seller expressing the will to transfer the ticket at a set price) carries out all activities concerning the subsequent sale: it identifies the buyer (who is not selected by the ticket's seller); it takes care of delivery; it pays the mandator the price received as payment for the ticket minus the percentage fee owed and delivery expenses (all of which by way of systems set in place and operated by MWT); furthermore, following the sale, it guarantees payment of said adjusted price to the mandator even in cases whereby the buyer fails to uphold his or her commitment. In other words, the mandate contract takes effect upon the owner of the ticket stating his or her commitment to sell the ticket by way of the platform, entailing MWT's obligation to sell

the ticket at the agreed terms and conditions and to transfer the outcome of the contract (namely, the price paid) to the mandator. In this regard, were it argued that the mandate is carried out by means of an automated system, not only would that rank as contrary to fact (as demonstrated above), it would also prove irrelevant since said system is devised, set in place and operated by MWT platform.

That the Company has systematically acted in defiance of the law is further confirmed by the Company itself, by stating that during the period subject to inquiry "*no sale at face value occurred*" and that each and every ticket sold in conjunction with the events scrutinised by the Authority were sold above face value, with mark-ups ranging between a minimum of [omissis] and a maximum of [omissis].

3.2. The relevance of AGCM proceedings to the hereby AGCOM proceedings

With reference to the aforementioned AGCM proceedings and to the Company's claim as to a "legitimate expectation", it is worth stressing that AGCM and AGCOM are two separate Authorities and, as such, their jurisdictional scopes obviously differ. The instances invoked to by the Company clarify further as to the separate nature of the two entities, since the AGCM PS10612 and PS9960 proceedings refer, in fact, to unfair commercial practices under the [Italian] *Consumer Code*. More specifically, AGCM proceeding PS10612 addressed "*the conduct of designated professionals with reference to their advertising and supply of online purchase and resale services regarding event tickets. More specifically, the Authority's indictment centred on the dissemination by way of the aforesaid website of advertising contents that were either misleading or which, at any rate, featured omissions with respect to the nature, qualifications and legal entitlement of the professionals, the full nature of said professionals' obligations upon purchasing the ticket from the consumer, the existence of said consumer's rights and the means by which to exercise them, the economic, qualitative and value for money features of prospective purchases.*" AGCM's indictment, therefore, clearly only centred on behaviours in breach of articles 20 and 22 of the *Consumer Code*, namely those "*violating professional diligence and prone to misleading the average consumer, since the www.mywayticket.it website lacked clear, full and accurate information pertaining to the face value of the ticket as at March 2017 and lacked clear and full information as to seat location.*"

It stands to reason that the Company could neither have failed to understand the difference between the separate jurisdictions of the two Authorities nor have failed to be aware of law no. 232/2016 – which, under article 1, paragraph 545 assigned specific enforcement duties to AGCOM which are entirely separate and have no bearing on proceedings instituted by AGCM.

It is, furthermore, of no relevance to the hereby proceedings that the Company should quote the prior opinion of AGCOM – as requested by AGCM in the course of its prior

proceedings against the Company in light of the Company's performing the indicted commercial practices via online communication means – which stated that "*the internet, as a medium, has a significant bearing on consumers' judgement as to whether to engage in the indicted commercial practices [since,] were they to be influenced by information disseminated online concerning the services offered by professionals, they may actually follow through with the purchase of any tickets up for sale, whereby effectively conflating promotional material and information.*"

In that respect, it is worth stressing that the AGCM's indictments under proceeding PS10612 referenced the dissemination of misleading advertisements by way of MWT's website and, hence, violations that are wholly separate and distinct with respect to the hereby proceedings, which are, in fact, limited to violations under article 1, paragraph 545 of law 232/2016.

Counter to the Company's deductions and precisely in light of their statements, what transpires is that MWT was not only fully aware of the unlawfulness of its conduct but also – given the internet medium's influence over consumers, as clearly stated in the AGCOM's opinion – aggravated its predicament by electing to continue to pursue such conduct.

The above also disproves any legal grounding for the argument set forth by the Company as to its "legitimate expectation" issuing from outcomes in prior AGCM proceedings. In fact, no legitimate expectation can be construed in the presence of egregiously unlawful conduct nor can it issue from the decisions of an independent Authority (in this instance, the AGCM) whose jurisdiction is wholly distinct and separate from that of another Authority (in this instance, the AGCOM). In essence, the proceedings referenced by the Company are wholly separate from one another and address, pursuant to the separate Authorities' jurisdictions and mandates, wholly separate concerns. It is not within the scope of any Authority to address the entirety of any one party's unfettered actions where these may lie beyond its mandate – as the Defendant would, however, seem to suggest. If that line of reasoning were espoused, there would be little justification for AGCM and AGCOM having precisely defined, separate regulatory and oversight functions. That the two Authorities have separate jurisdictions and have addressed violations of a distinct nature is not something the Defendant can reasonably claim to ignore, and any attempt to construe otherwise is of no service to its legitimate expectation claim with respect to its conduct.

3.3. Applicability of total fines

We reckon that the conduct, in violation of the very law, that MWT can be charged with, should be considered not as one single violation, albeit spread over time (it could be considered so, if linked with the selling of tickets, for different dates, of the same event); rather, it should be considered as a number of actions, reiterated over time and violating

the same law, but ascribable to different events and different dates, hence to be considered performed through a number of separate action, as described in the indictment.

This aspect falls under the Authority's Guidelines on the quantification of administrative sanctions (deliberation no. 265/15/CONS), which envisage that "*in order to consider a conduct as a single one, the twofold requisite of concurrence of actions and distinctiveness of the purpose or the effect*" (cf. Attachment A, item 2).

In the case in point, it is certain that the purpose (and effect) of the activities is that of selling even tickets on the secondary-ticketing market, violating the prohibition set forth under article 1, paragraph 545 of law no. 232 of 11 December 2016. However, it is not possible to ignore that the actions of the company MWT concerned the reselling of (many) tickets for single and separate events (concerts), to be held on different days and, sometimes, at a different time of the day. The violations can therefore clearly be linked to separate and independent conducts – even more so considering that, in the cases in point, the second requisite is not met, and the aforesaid Guidelines consider such requisite (the "*concurrence of actions*") necessary for classifying the conduct as a single one.

In fact, on closer inspection, the sale takes place when the ticket is available (therefore the timing is different) and the tickets are for events that take place on different dates and for which many separate tickets are sold, even months later. Furthermore, in performing such activity, the company carried out other activities that reveal an autonomous and clear will when it comes to the single conducts violating the laws. Hence, it is correct to proceed separately.

4. Conclusions

In view of all the above, the following conclusions have been reached.

With reference to the indictments concerning: 1) the reselling on the mywayticket.it website of event tickets without owing ticket-issuing systems (charge no.1 of the indictment and inspection document 01/19/DSD) and 2) the reselling, via the link www.facebook.com/mywayticket/ to the company's website, of event tickets above the face value of the same tickets sold on primary-ticketing, authorised websites (charge no. 28 of the indictment and inspection document 01/19/DSD), we reckon they should not be taken into consideration when calculating the sanction. In fact, on the one hand, item 1 of the indictment, concerning the selling of tickets without owning their issuing systems is one of the founding elements of the incriminated conducts, mentioned under the subsequent items 2 to 27. On the other hand, regarding item 28 of the indictment, we reckon that promoting activities on the social network page www.facebook.com/mywayticket.it is not punishable per se; it rather is an element that may factor in the extent of the damage, seen as it helps further spread the sale offer.

On the contrary, the violations concerning the selling of such tickets above the face value of the same tickets being sold on primary-ticketing, authorised websites have been ascertained. Such infringement of the law concerns the selling of tickets for 26 events of

different artists, as described under items 2 to 27 of the indictment and inspection document 01/19/DSD and mentioned under paragraph 1 of this document.

What must be taken into account, solely for the purpose of quantifying the sanction, is the company structure and economic status. In this respect the Authority believes that the fines and penalties should be issued irrespective of the Company being wound up or being subject to bankruptcy proceedings: that subsequent to a violation a guilty party should be liquidated or file for bankruptcy does not deprive authorities of the powers to establish amounts relative to fines and to issue them via injunctions pursuant to article 18 of law no. 689 of 24 November 1981, since such proceedings are also purposed with assessing, in quantitative terms also, the prior debt of the party subject to liquidation or bankruptcy (cf. ruling by the Cassation Court, Civil Law, Section III, 18 May 2000, no. 6459).

CONSIDERING that, for the abovementioned reasons, the sanctions proceedings confirmed the violations concerning the selling of tickets above face value for the 26 events listed under items 2 to 27 of the indictment and inspection document 01/19/DSD and mentioned under paragraph 1 of this document;

CONSIDERING that the aforesaid violations are punishable pursuant to article 1, paragraph 545 of law no. 232 of 11 December 2016;

CONSIDERING the following, in terms of quantifying the sanction, pursuant to article 11 of law no. 689/1981:

A. Severity of the violation

The Company was selling tickets, on its website, above face value, infringing article 1, paragraph 545 of law no. 232 of 11 December 2016.

As thoroughly demonstrated above, the Company was fully aware of what was being sold/purchased on its channels and of the both the face value and resale prices, clearly violating the governing relevant legislation. The severity of the violation is all the more apparent given that the Company, despite having every means to do so, at no time informed customers of the law's provisions concerning ticket resales; in other words, its website made no mention or provided no clarification as to the fact that, pursuant to article 1, paragraph 545 of law 232/2016 it is unlawful to resell tickets at prices higher than face value.

B. Actions taken by the defendant to eliminate or attenuate the consequences of the violation

The Company states that all marketing activities ceased as of February 2019, that all other activities ceased as of 30 July 2019 and that its website and Facebook pages were finally shut down on 4 August 2019.

C. Legal personality of the defendant

The Company had an adequate structure that allowed it to duly comply with the provisions set forth under article 1, paragraph 545 of law no. 232 of 11 December 2016.

D. Economic status of the defendant

Upon due consideration of losses worth [omissis], as posted in its 2018 financial statements, the Company's economic standing is deemed consistent with the herein envisaged penalties of a pecuniary nature.

HELD that the amount of the minimum applicable pecuniary administrative sanction – namely €50,000 (Euro fifty thousand/00) for each of the 26 charges described above, for a total of €130,000 (Euro one hundred and thirty thousand/00) – is sufficiently punitive, with reference to the criteria usually adopted for quantifying the penalty, pursuant to article 11 of law no. 689/1981;

TAKING DUE ACCOUNT OF the report of Commissioner Francesco Posteraro, reporting commissioner pursuant to article 31 of the *Regulation on the organisation and running of the Communications Authority*;

ASCERTAINS

that the company named MyWayTicket SA (CHE-422.139.364), based in Switzerland in Via Cantonale n. 4 – 6537 Grono, at the premises of company "J. EMME CONSULTING SAGL – CHE-116.219.119", has violated article 1, paragraph 545 of law no. 232 of 11 December 2016 and subsequent amendments and integrations;

ORDERS

said Company to pay the overall fine of Euro 130,000 (one hundred and thirty thousand/00) for violations of article 1, paragraph 545 of law no. 232 of 11 December 2016 and subsequent amendments and integrations.

WARNS

said Company not to commit further violations of the provisions in point;

ENJOINS

said Company to pay the aforesaid sums either into postal account no. 871012, beneficiary the "Sezione di Tesoreria Provinciale dello Stato di Roma", indicating as description of payment "*Capitolo 2379, capo X, Bilancio di Previsione dello Stato*", or via a bank transfer, using the IBAN code IT54O0100003245348010237900, indicating as reason/description of payment "*Sanzione amministrativa irrogata dall'Autorità per le garanzie nelle comunicazioni ai sensi dell'art.1, comma 545 della legge 11 dicembre 2016, n. 232, con Delibera n. 102/20/CONS*", within 30 days of the present notice; failure to do so will be followed by an enforcement order, in accordance with article 27 of aforesaid law no. 689/1981.

Within ten days of the payment, an original copy (or a certified copy) of the payment receipt must be submitted to this Authority, indicating "*Deliberation no. 102/20/CONS.*"

The term for submitting an appeal, to the *Tribunale Amministrativo Regionale del Lazio* [Regional Administrative Court of Lazio] against this measure is 60 (sixty) days as of the notification of the measure itself.

This deliberation is communicated to the Party and published on the Authority's website.

Rome, 16 March 2020

THE PRESIDENT
Angelo Marcello Cardani

THE REPORTING COMMISSIONER
Francesco Posteraro

Certifying compliance with the deliberation
THE GENERAL SECRETARY Ag.
Nicola Sansalone