

Competition Law Bulletin

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Ecem Süsoy Uygun
Anıl Acar
Elvan Galatalı
Yağmur Bayiz

Notable Reasoned Decisions of the Turkish Competition Board

The Board Assessed the Allegations That Tetra Pak Abused Its Market Power and the Rights Under the Industrial Property Code

The Turkish Competition Board (“Board”) assessed the allegations that Tetra Pak abused the trademark and design protection rights in accordance with the Industrial Property Code No. 6769 (“IPC”) and its dominant position by engaging in tying practices. The allegations reviewed primarily concern Tetra Pak’s alleged abuse of its dominant position in the markets for the “manufacturing and sale of aseptic liquid food carton packaging filling machines” and the “manufacturing and sale of aseptic liquid food carton packaging” by hindering the entry of competitors into the market.

Within the scope of the investigation, the Board first determined that Tetra Pak had maintained high market shares in the relevant product markets over the years, there are barriers to entry with respect to those markets, and buyer power was not sufficient to counterbalance the undertaking’s position. Accordingly, the Board stated that Tetra Pak held a dominant position in the relevant markets.

The Board determined that, by making extensive trademark registration applications for different versions of its prism-shaped carton packaging model, Tetra Pak foreclosed the market for the manufacture of packaging compatible with filling machines manufactured

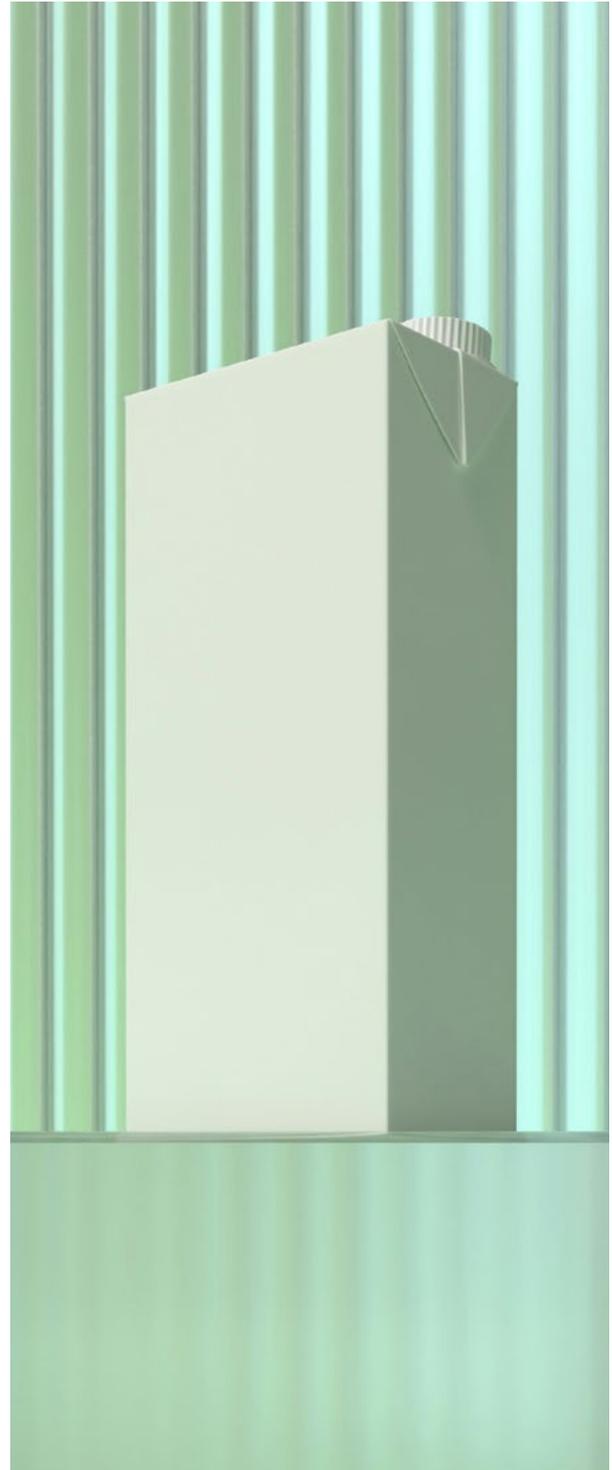
by Tetra Pak to its competitors. As a result, customers purchasing Tetra Pak filling machines were compelled to procure Tetra Pak packaging. The obligation imposed on customers to purchase two separate products together was assessed as a tying practice constituting an abuse of dominant position.

In this context, the Board determined that (i) Tetra Pak used its registered trademark rights as well as its pending trademark applications in a manner preventing customers that purchased prism-shaped filling machines from procuring prism-shaped packaging from suppliers other than Tetra Pak, thereby leading to a de facto tying practice, and (ii) certain provisions of the agreements concluded with such customers contained clauses that fortified customers’ dependency on Tetra Pak with respect to packaging supply. Within this framework, the Board concluded that Tetra Pak abused its dominant position through a de facto tying practice. Furthermore, the Board was of the view that the way Tetra Pak exercised its trademark and design rights effectively expanded the scope of these rights, restricted the competitive opportunities of rival undertakings, and made market entry more difficult.

In its assessments, the Board determined that, due to the packaging shape being subject to indefinitely renewable trademark protection and establishing a functional link with the filling machines, such rights could be used as a tool to restrict competition, and that the undertaking’s

warning notices and litigation processes directed at customers and competitors, together with contractual provisions discouraging the use of third-party packaging, reinforced the tying effect. In addition, it was assessed that multiple three-dimensional trademark applications filed in relation to different variants of the packaging shape formed part of a strategy aimed at foreclosing the market to competitors. Within the scope of its assessments, the Board emphasized that, as a rule, the acquisition of trademark rights does not in itself constitute an infringement in the context of competition law. However, the Board noted that cases where intellectual property protection is used in a manner that enables an undertaking to evade its obligations under the Law on the Protection of Competition No. 4054 (“Law No. 4054”), in other words, where the IPC is used to circumvent Law No. 4054, may be assessed as an abuse of law.

Within this framework, the Board concluded that the way Tetra Pak exercised its trademark and design rights relating to the three-dimensional prism-shaped packaging hindered the market entry and activities of competitor undertakings and thereby violated Article 6 of Law No. 4054 and decided to impose an administrative fine on the undertaking. In addition, the Board imposed an obligation on the undertaking to renounce trademark right No. 2014/54843 and design right No. 2013/08197 within 30 days as of the notification of the reasoned decision and to withdraw its



3D trademark applications numbered 2022/119380 and 2022/119376 and to provide evidence thereof to the Turkish Competition Authority.

The full text of the reasoned decision is available at this [link](#).

The Board Assessed Whether the On-Site Inspection Conducted at Samsung Was Hindered

Within the scope of the preliminary investigation initiated by its decision dated 27.02.2025, the Board assessed whether the on-site inspection conducted at Samsung on 04.03.2025 was hindered.

During the on-site inspection, examinations conducted on Knox Teams, which is the internal corporate messaging application used by Samsung, revealed that certain employees had exited some chat groups after the inspection had commenced and that the relevant groups had been deleted from the accounts of the respective individuals.

Samsung's legal representatives stated that the employees' exit from the groups was not intended to hinder the on-site inspection, that the relevant employees were not aware that the inspection had commenced, and that the communications in question remained accessible from the devices of other group members.

While the Board determined that the employees exited the Knox Teams groups after the on-site inspection had com-

menced and that, as a result, the relevant groups were deleted from the devices of those individuals, it noted that the communications in question remained accessible through examinations conducted on the devices of other employees and that the deleted content did not contain any findings relevant to the subject matter of the inspection. In this respect, the Board assessed that the actions identified within the scope of the case did not constitute hindrance or complication of the on-site inspection.

Accordingly, the Board decided by majority vote that there was no need to impose an administrative fine on Samsung in relation to the on-site inspection conducted on 04.03.2025.

The full text of the reasoned decision is available at this [link](#).

The Board Assessed the Revised Commitments Submitted in Relation to the Stellantis TR Transaction

The Board assessed the revised commitments submitted by Tofaş and Koç Holding in relation to the transaction concerning the acquisition of sole control and all shares of Stellantis TR, which is controlled by Stellantis, by Tofaş.

Stellantis TR operates in the fields of the importation, distribution, and provision of after-sales services for the Peugeot, DS, Citroën, and Opel brands in Türkiye. Meanwhile, Tofaş serves as the representative in Türkiye for the Fiat, Fiat Professional, Alfa Romeo, Jeep, Ferrari,



and Maserati brands. Within this framework, the relevant product markets were defined as the “manufacturing and sale of passenger cars,” the “manufacturing and sale of light commercial vehicles with a gross vehicle weight of up to 3.5 tons,” and the “manufacturing and sale of light commercial vehicles with a gross vehicle weight between 3.5 and 6 tons,” while the relevant geographic market was determined as Türkiye for the purposes of the transaction.

In its assessment of the effects of horizontal concentration, the Board evaluated that, in the passenger cars and light commercial vehicles markets, the post-transaction HHI levels and the changes in HHI exceeded the thresholds set out in the Guidelines on Horizontal Mergers and Acquisitions, and that the increased concentration observed in various sub-segments gave rise to competitive concerns.

Furthermore, particularly considering that Tofaş would have production capac-

ity capable of constraining the growth of its competitors in the sub-market for light commercial vehicles with a gross vehicle weight of 0–3.5 tons following the transaction, the Board assessed that the transaction was conducive to unilateral effects and strengthened the risk of coordination.

Within this context, although behavioral commitments aimed at eliminating coordination risks were in place between undertakings that are structurally linked, the Board noted that several factors would increase the likelihood of reaching an understanding on coordinated conduct in the market, including (i) the already transparent market structure, (ii) Koç Holding’s control rights in Tofaş and Ford Otosan, which are the largest players in the relevant markets, (iii) the presence of members of the Koç Family on the boards of directors of the undertakings concerned, and (iv) the increasing symmetry between Tofaş and Ford Otosan, particularly given their leading

roles in the domestic production of light commercial vehicles.

Taking all these risks into account, the Board assessed that the initial commitment package was insufficient to eliminate the competitive concerns, following which the parties submitted a revised commitment package to the Authority's records.

The second commitment package submitted by Tofaş includes commitments relating to (i) investments, (ii) the structure of the board of directors, (iii) confidentiality policies, (iv) the leasing market, and (v) the structure of the dealership network.

Within the scope of the investment commitments, Tofaş undertook to plan a new investment with additional annual production capacity to be commissioned in 2027, together with targets regarding capacity utilization rates and increases in employment, as well as obligations aimed at increasing export-oriented production capacity in addition to the project code-named "K0." Under the management and confidentiality commitments, arrangements were introduced to ensure that members of the Koç Family would not simultaneously serve on the boards of directors of Tofaş and Ford Otosan, alongside the implementation of an expanded confidentiality policy and the provision of annual competition law training programs. With respect to the commitments relating to the leasing market, it was undertaken to refrain from discriminatory

practices towards Otokoç/Avis/Avis Filo/Budget. Finally, within the scope of the commitments concerning the dealership network, conditions were introduced requiring that the Fiat/Fiat Professional, Ford, and Stellantis TR brands be offered for sale in separate facilities, that a certain distance be maintained between such facilities, and that separate agreements be concluded for each brand. In addition, within Koç Holding, it was undertaken that the job description of the Automotive Group President would be redefined in a manner that prevents interference with operational decision-making.

The Board was of the view that the revised commitments submitted by the parties were suitable to eliminate the unilateral effects and coordination risks, and that they were proportionate and verifiable in terms of their implementation. Accordingly, the Board granted conditional clearance to the transaction within the framework of the commitments submitted. It was required that the commitments be substantiated before the Authority within six months as of the notification of the short-form decision, and that a detailed report be submitted at the end of 2028 regarding the obligations relating to investments and the dealership network.

The full text of the reasoned decision is available at this [link](#).

The Board Assessed the Allegations That Trendyol and Hepsiburada Excluded Their Competitors in the Postal and Courier Sector by Leveraging Their Dominant Positions in the E-Commerce Sector

Following an application submitted by PTT, the Board assessed the allegations that Trendyol and Hepsiburada leveraged their significant market power in the e-commerce sector by excluding courier service providers with whom sellers operating on their respective online marketplace platforms had contracted for the delivery of products sold to customers, steering such sellers towards their own affiliated courier companies, namely Trendyol Express (“TEX”) and HepsijET, and thereby engaging in self-preferencing conduct in favor of their own affiliates.

Within the scope of the case, the Board defined the relevant product market as “domestic postal and courier services” and the relevant geographic market as Türkiye. In its assessment of dominance, the Board determined that Trendyol holds a dominant position in the multi-category online marketplace market, whereas Hepsiburada, while a strong market player, does not hold a dominant position. In addition, the Board emphasized that Trendyol is subject to specific obligations as a “very large-scale electronic commerce intermediary service provider” under Law No. 6563 on the Regulation of Electronic Commerce.

The core of the allegations raised by PTT was that the estimated delivery times displayed on the Trendyol platform were shown to be longer than the actual and reported delivery times, thereby influencing consumer preferences to the detriment of PTT. The examinations conducted by the Board, together with the technical analyses carried out by the Information and Communication Technologies Authority (“BTK”), demonstrated that estimated delivery times are calculated algorithmically based on the seller’s dispatch time and the historical performance of courier companies, and that no discriminatory multiplier was applied in favor of or against any courier service provider. It was determined that certain discrepancies identified during the September–October 2024 period stemmed from a temporary “buffer” application and a technical malfunction, which were subsequently fixed. It was



further established that the shipment volumes of PTT on the Trendyol platform did not decrease and, in certain periods, even increased, while the usage rate of TEX displayed fluctuations. Accordingly, the Board found no evidence indicating systematic self-preferencing conduct or the existence of exclusionary effects on the part of Trendyol.

With respect to Hepsiburada, PTT reported that certain sellers working with PTT were subject to penalties titled “delay in delivery to the customer,” while Hepsiburada stated that courier company performance does not constitute a direct criterion in seller scoring and that the situations giving rise to the penalties were remedied upon objection. Technical analyses conducted by BTK revealed that no multiplier in favor of HepsijET was applied in Hepsiburada’s estimation and courier scoring algorithms. It was determined that the performance metrics of PTT and HepsijET exhibited periodic fluctuations and that PTT’s revenues originating from Hepsiburada increased in the long term. As Hepsiburada does not hold a dominant position, it was noted that the prerequisites for an abuse of dominance assessment under Article 6 of Law No. 4054 were not met.

Considering the above assessments, the Board unanimously decided that there was no need to initiate an investigation against Trendyol and Hepsiburada pursuant to Article 41 of Law No. 4054.

The full text of the reasoned decision is available at this [link](#).

The Board Assessed the Allegations That Certain Undertakings Operating in the Cement, Ready-Mixed Concrete, and Aggregate Sectors Violated Law No. 4054

The Board assessed the allegations that certain undertakings operating in the cement, ready-mixed concrete, and aggregate sectors in the province of Malatya violated Law No. 4054 by engaging in joint price fixing, market and customer allocation, and wage fixing in the labor market. Within the scope of the investigation, separate assessments were conducted with respect to the ready-mixed concrete market, the aggregate market, and the labor market; the relevant product markets were defined as the ready-mixed concrete and aggregate markets, while the relevant geographic market was determined to be the province of Malatya. The assessments concerning the labor market cover workers employed in the ready-mixed concrete sector.



The Board determined that the evidence obtained within the scope of the investigation indicated the existence of coordination among competitors with respect to price fixing and customer allocation. In this context, the Board assessed findings such as communication regarding the determination of prices through meetings, the steering of price levels to be offered to customers, agreements not to submit bids for ongoing projects, and the exchange of competitively sensitive information among competitors. The Board further determined that certain undertakings engaged in price coordination in a manner aimed at ensuring that specific customers remained with those undertakings, while other undertakings aligned their bidding behavior through meetings and communication channels.

Accordingly, the Board concluded that Acemoğulları, the economic entity consisting of Betontek and Norm Maden, Çimya, Kabet, and Çimbeton violated Article 4 of Law No. 4054 through price fixing and customer allocation. It was further decided that Çınarlar and Mabettaş violated Article 4 due to price fixing, whereas no infringement was found with respect to Çimko, Erva, and Recydia.

The Board determined that there was communication between Acemoğulları and Norm Maden in the aggregate market concerning the joint determination of aggregate prices and the allocation of customers, and that price lists were mutually shared. Within this framework, it was concluded that Acemoğulları and the

economic entity consisting of Betontek and Norm Maden violated Article 4 of Law No. 4054.

The Board also identified findings in Acemoğulları's internal communications indicating that, during a meeting held with representatives of rival undertakings, wage and bonus information relating to mixer truck drivers, pump operators, batching plant operators, and silo truck operators was collected and a common scale was established. The Board assessed that this conduct constituted wage fixing by object and therefore amounted to an infringement under Article 4 of Law No. 4054. Accordingly, it was concluded that Acemoğulları, the economic entity consisting of Betontek and Norm Maden, Kabet, Çimya, Çınarlar, and Mabettaş violated Article 4 of Law No. 4054 by fixing employee wages.

Taking into account the nature and duration of the infringement, the Board applied the provisions of the New Regulation on Fines that are more favorable to the undertakings and decided to impose administrative fines on the undertakings found to have committed infringements in the ready-mixed concrete, aggregate, and labor markets, within the framework of Article 16 of Law No. 4054.

The full text of the reasoned decision is available at this [link](#).

Important Announcements Published by the Turkish Competition Board

It Was Determined That Certain Undertakings, Most of Which Operate in the Pharmaceutical Sector, Violated Law No. 4054 by Being Party to No-Poaching Agreements and Engaging in Information Exchange

The Board assessed whether certain undertakings, most of which operate in the pharmaceutical sector, violated Article 4 of Law No. 4054 by being party to agreements aimed at not poaching employees and by engaging in the exchange of forward-looking, competitively sensitive information regarding employee salaries and fringe benefits.

Within this context, the Board emphasized that undertakings competing for labor may enter into no-poaching agreements in various forms and scopes, whether directly or indirectly, with a view to refraining from employing each other's employees.

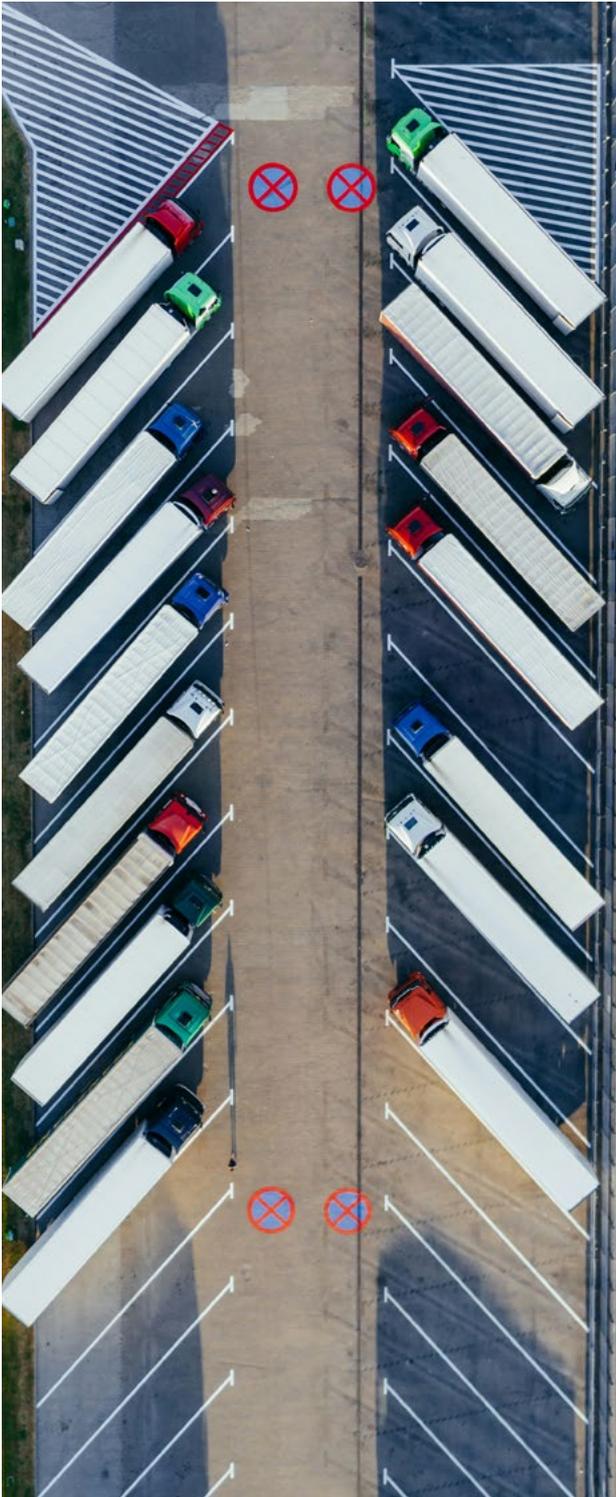
As a result of the investigation conducted, the Board determined that certain undertakings party to the investigation engaged in no-poaching agreements and/or concerted practices, while others engaged in the exchange of forward-looking competitively sensitive information regarding employee salaries and fringe benefits. The Board decided to impose administrative fines totaling TRY 244,801,302.91 on the undertakings found to be parties to the infringement.

The announcement is available at this [link](#).

Conditional Clearance Granted for the Acquisition of Borusan Tedarik by Ceva

In its review of the transaction concerning the acquisition of Borusan Tedarik, which operates in the logistics and supply chain sector, by Ceva, the Board assessed that the transaction gave rise to competitive concerns within the scope of Article 7 of Law No. 4054; however, it concluded that the behavioral commitments submitted by Ceva were suitable to eliminate these concerns.

Within this scope, the commitments submitted by Ceva include: (i) the provision of a 12-month transition period service to customers wishing to switch suppliers following the transaction and to customers whose contracts expire by 31.12.2025; (ii) the provision of the existing distribution network services to competitors, upon request, on fair, reasonable, and non-discriminatory terms for a period of two years following the transaction; (iii) the continuation of existing customer contracts under the same terms and conditions for one year following the transaction; (iv) the inclusion, in contracts to be concluded within one year following the transaction, of a provision granting customers a right of termination with at least three months' prior notice, the provision of transition period



services in the event of termination, and the notification of the Authority of the amendments made within 120 days; (v) the undertaking not to increase domestic transportation and warehousing prices in a manner exceeding contractual terms for one year following the transaction; (vi) the undertaking not to impose an obligation on customers to purchase different logistics services jointly for a period of two years following the transaction; (vii) the publication of all commitments on the company's website and the notification of existing customers within 30 days; and (viii) the appointment of an independent auditor approved by the Authority within 30 days following the transaction and the submission by the auditor of compliance reports at six-month intervals for a period of two years. The Board conditionally approved the transaction, having found the commitments offered to be feasible, effective, and sufficient to address the identified competition concerns..

The announcement is available at this [link](#).

The Board Revised Ferrero's Hazelnut Procurement Commitments

Within the scope of an application submitted by Ferrero, the Board introduced a revision specific to 2025 to the commitments implemented to address competition concerns in the Turkish hazelnut

market. In this context, Ferrero's obligation to procure at least 45,000 tons of in-shell hazelnuts during the September–December period each year was revised to 30,000 tons solely for the year 2025, due to the decline in harvest yield and quality issues experienced during the relevant period.

This limited and temporary revision, introduced due to losses in harvest yield and quality, aims to preserve the competitive balance in the market, prevent detriment to producers, and support stability in the sector.

That said, the other commitments that became binding pursuant to the Board's decision dated 07.03.2024 and covering the 2024–2026 period—namely, the undertaking not to procure hazelnuts below the intervention reference price, not to exceed the procurement of 100,000 tons of in-shell hazelnuts during the season, and to carry out minimum procurement during the September–December period each year—will continue to be implemented as is.

The announcement is available at this [link](#).

A Full-Fledged Investigation Was Initiated Against Dyson

Based on the findings obtained within the scope of the preliminary investigation conducted with respect to Dyson, which is engaged in the sale and marketing of various electrical household appliances in Türkiye, the Board decided to initiate a full-fledged investigation to determine whether Dyson's (i) practices aimed at preventing parallel imports and (ii) conduct amounting to interference with resale conditions violated Article 4 of Law No. 4054.

Within the scope of the investigation, the selective distribution system implemented by Dyson and the practices aimed at safeguarding this system are to be assessed from a competition law perspective.

The announcement is available at this [link](#).

The Competition Investigation Concerning TV Series Distribution and Labor Markets Was Concluded Through Commitment and Settlement Procedures

The Board concluded, within the framework of the settlement and commitment procedures, the investigation concerning the allegations that Med Yapım and Ay Yapım engaged in the exchange of competitively sensitive information regarding employee wages and carried out anticompetitive practices in relation to the joint international distribution of the television series they produced through MADD.

Within this framework, the Board decided to impose administrative fines on Ay Yapım and Med Yapım on the grounds that they violated Article 4 of Law No. 4054 by exchanging prospective competitively sensitive information regarding employee wages. In addition, the structural and behavioral commitments submitted by the parties were rendered binding to eliminate the competition concerns arising from the joint international distribution of the television series produced by Ay Yapım and Med Yapım. Within the scope of the structural commitments, Med Yapım, Ay Yapım, and MADD undertook to terminate the MADD structure, which was assessed as having a restrictive effect on competition. Accordingly, MADD will be divested within the specified period and, during this process, will be transformed into a full-function joint venture managed by professional managers independent from the parent com-

panies. Furthermore, during the transitional period, Ay Yapım and Med Yapım will adopt measures to strictly prevent the flow of competitively sensitive information through MADD. If a suitable buyer cannot be found within the commitment period, one of the parties will fully transfer its shares in MADD to the other party, or MADD will be liquidated.

Within the scope of the behavioral commitments, Ay Yapım and Med Yapım undertook that, where they carry out distribution activities themselves, they will distribute only the content in respect of which they hold the rights within their own economic entities, and that in all other cases, their content will be marketed through independent distributors. In situations where production and distribution activities are carried out jointly, no joint shareholding, joint management, or employee sharing with another undertaking will be permitted, and no exclusivity arrangements will be entered into with national broadcasters, actors, agencies, or creative teams. Furthermore, foreign distribution agreements will not include provisions that prevent purchasers from working with other producers or distributors in Türkiye, and content will be offered to customers in a transparent and separable manner, ensuring that each piece of content can always be purchased separately.

The announcement is available at this [link](#).

Significant Developments Around the World

The Court of Justice Held That No Prior Judicial Authorization is Required for On-Site Inspections in the Context of Compliance with Personal Data Protection Rules

Advocate General Medina, in her capacity as Advocate General at the Court of Justice of the European Union, in her Opinion of 23 October 2025 delivered in the context of an investigation conducted by the Portuguese Competition Authority concerning the capture of work-related e-mails exchanged between employees, stated that compliance with personal data protection rules does not require prior judicial authorization in competition law investigations. The Advocate General explained that inspections carried out by competition authorities, even where they cover personal data, are directed at commercial data and, in this respect, are distinguishable from access to mobile phone data addressed in the *Bezirkshauptmannschaft Landeck* judgment. In the *Bezirkshauptmannschaft Landeck* judgment, it was emphasized that broad and uncontrolled access to all digital data contained on an individual's mobile phone within the scope of a criminal investigation constitutes a serious interference with the rights to respect for private life and the protection of personal data, and that such access should, as a rule, be subject to prior independent judicial or administrative review. Against this background, the Advocate General assessed that, unlike



in *Bezirkshauptmannschaft Landeck*, no requirement for prior authorization arises with respect to on-site inspections conducted by competition authorities. Nevertheless, it was underlined that inspections covering personal data must comply with the principle of proportionality, be supported by adequate procedural safeguards, and be subject to subsequent judicial review. The Opinion further noted that Member States remain free to provide, under their national laws, for prior authorization mechanisms in relation to on-site inspections carried out by competition authorities.

The full text of the Opinion is available at this [link](#).

The Commission Launched an Investigation into Meta over Concerns That Its New AI Policy Regarding WhatsApp Business Solution Abuses Its Dominant Position by Restricting Access for Third-Party AI Developers

The European Commission (“Commission”) initiated a formal competition investigation on 4 December 2025 over concerns that Meta’s new policy announced in October 2025—which prohibits artificial intelligence (“AI”) providers from using the “WhatsApp Business Solution” tool for primary AI services offered via WhatsApp—may prevent third-party AI providers from accessing customers through WhatsApp in the European Economic Area (“EEA”). The Commission stated that Meta will implement this policy through updated WhatsApp Business API terms applicable to business users, with the update entering into force as of 15 October 2025 for new AI providers and as of 15 January 2026 for providers already present on the platform. The investigation examines whether the continued availability of Meta’s own product, Meta AI, on WhatsApp creates a competitive advantage and whether these practices may constitute an abuse of dominant position. To avoid overlap with an ongoing interim measures review before the Italian Competition Authority concerning the same subject matter, the investigation will be conducted across the EEA excluding Italy. The Commission not-

ed that the investigation forms part of its ongoing monitoring activities relating to AI markets within the EEA..

The full text of the press release is available at this [link](#).

The Commission Imposed a Total Fine of EUR 157 Million on Gucci, Chloé, and Loewe for Price-Fixing Practices

The Commission announced that it imposed administrative fines totaling EUR 157 million on Gucci, Chloé, and Loewe on the grounds that these brand and design companies restricted competition by engaging in practices aimed at determining the retail prices of their own products within the EEA. The investigation conducted by the Commission revealed that the companies influenced both online and physical store retail prices for products sold through independent third-party retailers. In this context, it was determined that retailers were subject to conditions such as refraining from deviating from recommended retail prices, not exceeding maximum discount rates, and not offering sales during certain periods. Such practices were assessed as eliminating retailers’ pricing autonomy and reducing competition in the retail market.

The Commission stated that the practices in question led to higher prices for consumers and reduced choice within

the EEA and therefore constituted anti-competitive agreements and practices. It was further determined that additional practices carried out by Gucci, Chloé, and Loewe—such as discount campaigns and restrictions on online sales for certain products—further restricted competition. In its reasoning, the Commission emphasized that the decision sends a strong message not only to actors in the fashion sector but also across all sectors, underscoring the importance of safeguarding pricing independence and consumer welfare..

The full text of the press release is available at this [link](#).

The Commission and the FTC Granted Conditional Clearance for the Acquisition of Spirit by Boeing

In its review of the acquisition of Spirit by Boeing, the Commission granted clearance to the transaction on 14 October 2025, subject to compliance with the structural commitments submitted by the parties, on the grounds that the transaction posed a risk of reducing competition in the supply of aerostructures for large commercial aircraft. Within the scope of its review, the Commission assessed that the merged entity would have both the ability and the incentive to cease supplying aerostructures to Airbus or to worsen the terms of such supply, and that it could also gain access to commercially sensitive information relating to Airbus and use such information to its own competitive advantage.

Within this framework, Boeing undertook to divest Spirit’s businesses supplying aerostructures to Airbus to Airbus and Spirit’s facility in Malaysia to Composites Technology Research Malaysia Sdn. Bhd. (“CTRM”). The Commission stated that the commitments yielded positive results in the market test, that Airbus and CTRM were suitable purchasers for the businesses to be divested, and that, considering these commitments, the transaction no longer gave rise to competition concerns. Accordingly, conditional clearance was granted for the acquisition. The implementation of the commitments will be monitored by an independent trustee under the supervision of the Commission.

Similarly, within the scope of its review of Boeing’s acquisition of Spirit, the U.S. Federal Trade Commission (“FTC”) stated that, due to the competitive concerns raised by the transaction, the merger could proceed only subject to the divestiture of certain assets. In its assessment, it was noted that the transaction posed a risk of weakening competition, particularly in the production and supply of aerostructures that are critical for large commercial and military aircraft programs.

The FTC stated that Spirit currently holds a key position as a supplier of aerostructures not only to Boeing but also to third-party prime contractors such as Airbus. Following the acquisition, it was assessed that Boeing may have the incentive to terminate or restrict these supply relationships, as well as to gain access to commercially sensitive information to

the detriment of its competitors and use such information to its own advantage. In this context, it was emphasized that safeguarding Spirit's supply activities for customers other than Boeing is of importance for maintaining competition.

To address the competitive concerns in question, the FTC required Boeing to divest certain assets within Spirit and to adopt structural remedies to ensure that these assets operate within an independent and competitive structure. In addition, until the divestiture process is completed, behavioral obligations were envisaged to preserve the competitive value of the relevant assets and to limit the flow of information between Boeing

and Spirit following the merger. Through these obligations, it is intended to ensure equal access to supply services for third-party prime contractors.

This approach is aligned with the Commission's assessment. Indeed, both authorities concur that Spirit becoming a vertically integrated supplier serving only Boeing could give rise to foreclosure effects in the market to the detriment of competing aircraft manufacturers.

The full text of the Commission's press release is available at this [link](#), and the full text of the FTC's press release is available at this [link](#).



Teva Removed More Than 200 Patents from the FDA Orange Book Lists Following the FTC's Intervention

The FTC announced that Teva requested the removal of more than 200 patent listings from the Orange Book maintained by the U.S. Food and Drug Administration ("FDA"), which contains patent listings for FDA-approved drugs. The FTC stated that the process, initiated through warning letters sent in May 2025 to various pharmaceutical companies, including Teva, was based on concerns that certain patents listed in the Orange Book did not comply with the applicable listing criteria and could therefore delay the market entry of generic medicines. It was noted that Teva's withdrawal of the patent listings has the potential to facilitate the entry of generic drugs for more than 30 products, particularly those used in the treatment of asthma, diabetes, and COPD, as well as epinephrine auto-injectors.

The FTC stated that the intervention in question was shaped following a decision of a Federal Court of Appeals concerning whether certain patents of Teva had been listed in the Orange Book in a manner inconsistent with the applicable listing criteria, and that it will continue to monitor Orange Book patent listings in the pharmaceutical sector as well as practices of a restrictive nature.

This development demonstrates that intellectual property rights, in terms of the protections they confer upon their hold-

ers, have become subject to assessment by competition authorities. The intervention of competition authorities in intellectual property rights also gives rise to certain debates regarding competence and authority. Similarly, in Türkiye, in its Tetra Pak decision, the Board determined that the undertaking effectively prevented competitors and customers from sourcing alternative packaging by using its trademark protection under the IPC, thereby giving rise to a tying practice of a foreclosure nature. The Board further stated that the instrumentalization of intellectual property protection in a manner that enables an undertaking to evade its obligations under Law No. 4054 may be assessed as an abuse of law.

The full text of the press release is available at this [link](#).

Amazon Reached a Settlement for USD 2.5 Billion in the Investigation Concerning Allegedly Deceptive Practices Related to Prime Membership

The FTC announced that the investigation conducted into Amazon's practices regarding the marketing of its Prime membership and the processes through which users enroll and cancel such membership was concluded through a settlement. Within the scope of the investigation, allegations were examined that Amazon collected users' payment information without presenting the material terms of the Prime membership in a



sufficiently clear and intelligible manner, failed to provide sufficiently clear disclosures regarding the automatic renewal of the membership, and made the cancellation process unnecessarily complex.

In its assessment, the FTC stated that Amazon Prime membership was offered under a negative option subscription model and that, within this framework, the collection of membership fees without obtaining users' clear and informed consent, as well as making the cancellation process more difficult, could constitute a violation of consumer protection regulations. In this context, the FTC emphasized that all material terms must be presented in a clear and intelligible manner during the Prime membership sign-up process, that users' explicit consent must be obtained, and that the cancellation process must be made simple and accessible.

As part of the settlement of the investigation, Amazon agreed to make a total payment of USD 2.5 billion. Of this amount, USD 1.5 billion was allocated to be refunded to users who were found to have been involuntarily enrolled in Prime membership or to have experienced difficulties in canceling their membership, while USD 1 billion was designated as an administrative fine. In addition, Amazon undertook revising its practices relating to the offering and cancellation of Prime membership in line with the principles of transparency, explicit consent, and ease of cancellation determined by the FTC.

The full text of the press release is available at this [link](#).

Key Contacts



Prof. Dr. H. Ercument Erdem
Founder and Senior Partner

ercument@erdem-erdem.av.tr



Ecem Süsoy Uygun
Managing Associate

ecemsusoy@erdem-erdem.av.tr



Anıl Acar
Managing Associate

anilacar@erdem-erdem.av.tr

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ISTANBUL

Ferko Signature
Büyükdere Caddesi, No. 175 Kat. 3
34394, Esentepe - Şişli, İstanbul

+90 212 291 73 83
+90 212 291 73 82

istanbul@erdem-erdem.av.tr

IZMIR

1476 Sokak, No. 2, D. 27, Aksoy
Plaza Alsancak, İzmir

+90 232 464 66 76
+90 232 466 01 21

izmir@erdem-erdem.com

AMSTERDAM

Office 4.31, Strawinskylaan 457,
1077 XX Amsterdam

+31 (0)20 747 1113

amsterdam@erdem-erdem.nl