

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Edith Ramirez, Chairwoman
Julie Brill
Maureen K. Ohlhausen
Joshua D. Wright
Terrell McSweeney

In the Matter of

TECNICA GROUP SpA,
a corporation.

Docket No. G4475

DECISION AND ORDER

The Federal Trade Commission (“Commission”) having initiated an investigation of certain acts and practices of the Tecnica Group, SpA (“Tecnica”), a corporation, hereinafter sometimes referred to as “Respondent,” and Respondent having been furnished thereafter with a copy of a draft of Complaint that counsel for the Commission proposed to present to the Commission for its consideration and which, if issued, would charge Respondent with violations of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondent, its attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order (“Consent Agreement”), containing an admission by Respondent of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission’s Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondent had violated said Act, and that a Complaint should issue stating its charges in that respect, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its Complaint, makes the following jurisdictional findings, and issues the following Decision and Order (“Order”):

- G. “Ski Equipment” means alpine snow skis, ski boots, or ski bindings.
- H. “U.S. Skier” means any living natural person who is engaged or has engaged in the sport of alpine skiing, and who, at the time the Ski Companies enter into an Agreement that, but for the proviso in Paragraph II.A. of this Order, would be prohibited by Paragraph II.A. of this Order, is:
1. a citizen or permanent resident alien (as defined by the US Citizenship and Immigration Services) of the United States;
 2. a member of the U.S. Ski and Snowboard Association;
 3. a member of the U.S. Ski Team;
 4. a representative of the United States at the NorAm Cup, the World Cup, or any competition sanctioned by the International Ski Federation; or
 5. a representative of the United States at the Winter Olympics.
- I. “U.S. Employee” means any living natural person who is a citizen or permanent resident alien (as defined by the US Citizenship and Immigration Services) of the United States or whose principal place of employment is within the United States.

II.

IT IS FURTHER ORDERED that in connection with the business of manufacturing, distributing, marketing, or selling Ski Equipment in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, Respondent shall cease and desist from, directly or indirectly, or through any corporate or other device:

- A. Inviting, entering into or attempting to enter into, organizing or attempting to organize, implementing or attempting to implement, continuing or attempting to continue, soliciting, or otherwise facilitating any Agreement, either express or implied, with any Ski Company or Ski Companies (other than Respondent) to forbear from soliciting, cold calling, recruiting, hiring, contracting with, or otherwise competing for any U.S. Skier to be a party to an Endorsement Agreement.

PROVIDED, HOWEVER, that Respondent may enter into, attempt to enter into, or comply with a written agreement with any other Ski Company or Ski Companies to forbear from competing for any U.S. Skier to be a party to an Endorsement Agreement that (1) is reasonably related to a lawful joint venture agreement, or lawful merger, acquisition or sale agreement; and (2) is reasonably necessary to achieve such agreement’s procompetitive benefits.

- B. Inviting, entering into or attempting to enter into, organizing or attempting to organize, implementing or attempting to implement, continuing or attempting to continue, soliciting,

V.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this order, upon written request, Respondent shall permit any duly authorized representative of the Commission:

- A. Access, during office hours and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the Respondent relating to any matters contained in this Order; and
- B. Upon five (5) days' notice to the Respondent and without restraint or interference from Respondent, to interview officers, directors, or employees of the Respondent, who may have counsel present, regarding such matters.

VI.

IT IS FURTHER ORDERED that this Order shall terminate on July 3, 2034.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: July 3, 2014