NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 4/10/2022 4:27:33 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

Details of Filing

Document Lodged:	Concise Statement
File Number:	NSD843/2022
File Title:	AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v LATITUDE FINANCE AUSTRALIA ACN 008 583 588 & ANOR
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Dated: 4/10/2022 4:53:56 PM AEDT

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.

Registrar

Form NCF1

Concise Statement



No. of 2022

Federal Court of Australia District Registry: New South Wales Division: General

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

LATITUDE FINANCE AUSTRALIA (ACN 008 583 588) and Another (named in the attached schedule) Defendants

Filed on behalf of (name & role of party)	Australian Securities and Investments Commission, Plaintiff				
Prepared by (name of person/lawyer)	Cynthia Di Blasio				
Tel +61 431 909 334	Fax 1300 729 000				
Email cynthia.diblasio@asic.gov.au					
Address for service Austral	Securities and Investments Commission				
(include state and Level 5 postcode)	00 Market Street Sydney New South Wales 2000				

INTRODUCTION

1. This proceeding concerns the Defendants' promotion, as part of a national advertising campaign, of a "60 months interest free" payment method for buying home and electrical products, which, as explained below, was misleading as to the true scope and cost of that payment method.

PART A: IMPORTANT FACTS GIVING RISE TO THE CLAIM

- 2. The First Defendant, Latitude Finance Australia (Latitude), a corporation under the *Corporations Act 2001* (Cth) (corporation), is a credit provider licensed under the *National Consumer Credit Protection Act 2009* (Cth). The Second Defendant, Harvey Norman Holdings Limited (Harvey Norman), also a corporation, together with its related bodies corporate and associated entities, operates a retail franchise that sells home and electrical products in-store and online (Harvey Norman Goods). Through controlled entities (i.e. franchisors), Harvey Norman has franchise agreements with entities that operate stores with Harvey Norman, Joyce Mayne or Domayne branding and trading names (Franchisees).
- 3. During the period 1 January 2020 to 11 August 2021 (Relevant Period), the Defendants and their related entities distributed, and earned significant revenues and other benefits from, a co-branded credit card available exclusively through Franchisees' stores and the Defendants' websites. This credit card was originally branded the GO Mastercard and from around July 2020 has been branded the Latitude GO Mastercard (GO Mastercard).
- 4. The Defendants' dealings during the Relevant Period, insofar as they are relevant to the claim, were as follows.

A.1 The Program Agreement

5. At all relevant times, the Defendants have been parties to the "Program Agreement" (as amended and extended from time to time), the purpose of which is for Harvey Norman to introduce Latitude to the purchasers of Harvey Norman Goods (cl 1.1). Pursuant to the Program Agreement, Latitude agrees to provide credit facilities to Harvey Norman customers in connection with a co-branded credit card facility, being the GO Mastercard, and other credit cards issued by Latitude (cl 3.1), and Harvey Norman agrees to actively support and promote the co-branded credit card (cl 3.4), and to use reasonable commercial endeavours to facilitate Franchisees promoting the co-branded credit card as their preferred method of credit payment (cl 5.12). Among other payments, Latitude periodically pays millions of dollars in exclusivity fees to Harvey Norman and its related entities in relation to the Program Agreement, and Harvey Norman earns fees each time the GO Mastercard is used at Franchisees' stores or

elsewhere. Further, Latitude receives a number of financial benefits, including by way of interest, fees and charges.

6. Consistently with the Program Agreement, at the point of sale, Franchisees submitted consumers' applications for a GO Mastercard to Latitude electronically in-store, so consumers could purchase Harvey Norman Goods from Franchisees on interest free terms. Latitude's electronic systems approved some of those applications in real time. Latitude authorised Franchisees to act on Latitude's behalf in signing up consumers to GO Mastercards through this application process, and providing them with the ability to purchase Harvey Norman Goods immediately upon approval. Alternatively, consumers could apply for a GO Mastercard online.

A.2 The GO Mastercard

- 7. Under the **GO Mastercard Agreement** offered to consumers: (i) Latitude provided the consumer a credit card; (ii) the consumer could purchase goods from nominated merchants, including Franchisees, on interest free terms, using the card; and (iii) the consumer could use the card for other purposes such as cash advances, as a Mastercard credit card to purchase goods or services from participating merchants, and for balance transfers.
- 8. If a consumer used the card to purchase Harvey Norman Goods from a Franchisee on interest free terms, then the consumer was not liable to pay interest to Latitude for the agreed term, but incurred interest charges thereafter. The consumer was also required to pay: (a) in relation to cards issued before 16 March 2021, an establishment fee of \$25 and a monthly account service fee of \$5.95; and (b) in relation to cards issued on and after 16 March 2021, a monthly account service fee of \$8.95. Monthly account service fees applied where the closing balance one day before the statement date was \$10 or more. These fees were substantial, and could comprise a substantial proportion of the overall repayments. For example, a consumer who, during the Relevant Period after 16 March 2021, purchased a refrigerator with a retail price of \$1,000 using the payment method (see [9] below), and paid the 60 monthly instalments on time, would have to pay a minimum total of \$1,537 (which would include \$537 of monthly account service fees over the course of the 60 month payment term). If a consumer used the card as a credit card to purchase other goods or services, or for a cash advance, then the consumer could be liable to pay interest, and additional fees and charges, to Latitude.

A.3 The Advertising Conduct

9. During the Relevant Period, Harvey Norman and Latitude, together or in a manner in which each was involved within the meaning of s 12GBCL of the Australian Securities and Investments Commission Act 2001 (Cth) (ASIC Act) and/or s 79 of the Corporations Act 2001 (Cth) (see s 5(3) of the ASIC Act), pursued a national campaign advertising that consumers could purchase Harvey Norman Goods upfront from Franchisees using a payment method

comprising periodic repayments over a 60 month period on no deposit and interest free terms (**payment method**). During the Relevant Period, thousands of such advertisements were published in a multitude of newspapers across all Australian capital cities as well as regional hubs such as Townsville, the Gold Coast, Newcastle, Wollongong and Geelong, and numerous advertisements in such terms were broadcast on radio and television stations.

- 10. The advertisements had the following common features, with differences only in the dates.
- 11. The <u>newspaper advertisements</u> carried a large coloured banner (Banner) displaying the words "60 MONTHS INTEREST FREE" (First Statement) in a very large font, the text "☑ NO DEPOSIT ☑ NO INTEREST" (Second Statement) in a similar or smaller font, and the words "with 60 equal monthly payments until [date 60 months hence]. Minimum financed amount \$1000" (Third Statement) in a smaller font again. One or two lines of fine print were placed underneath the Third Statement, which included the statement "Fees & charges apply". At times, the Banner was located atop or alongside pictures and retail prices of Harvey Norman Goods. At the foot of the newspaper page or on a subsequent page, several lines of fine print, in tiny black text, followed. Annexure A contains representative newspaper advertisements, which are also exhibited to this Concise Statement via a file share folder.
- 12. The <u>radio advertisements</u> described Harvey Norman Goods for sale; read out the First Statement; and on occasions read out the Second Statement, in an upbeat voice, and then a statement similar in effect to the Third Statement and certain other matters were read at a greater speed and in a more subdued tone. These other matters included a statement to the effect that "fees and exclusions apply". Representative radio advertisements are exhibited to this Concise Statement via a file share folder.
- 13. The <u>television advertisements</u> screened a graphic in which the First Statement, the Second Statement and the words "60 equal monthly payments" were displayed in very large text. The narrator stated the words "60 months interest free" in an upbeat voice. In tiny text at the bottom of the screen, or in a subsequent graphic, the following was displayed: "Minimum financed amount \$1000. Approved applicants only. Interest applies if you do not comply with terms and conditions. Fees, charges, conditions & exclusions apply. See website for details." In some advertisements, that tiny text also included the following: "Credit is provided by Latitude Finance Australia (ABN 42 008 583 588). Australian Credit Licence 392145." Annexure B contains screenshots of representative television advertisements, which are also exhibited to this Concise Statement via a file share folder.

A.4 Dominant message

14. The dominant message, or general thrust, of all advertisements was that a payment method was available, for purchasing Harvey Norman Goods, that comprised 60 equal monthly repayments on no deposit and interest free terms.

A.5 Advertising misleading as to GO Mastercard

- 15. The dominant message of the advertisements conveyed to reasonable consumers the impression that the material terms of the arrangement to be provided in connection with the payment method were only those stated at [14] above. That impression was misleading because an essential precondition for acquiring goods pursuant to the advertised payment method was that a consumer must (a) agree to apply for and receive, and purchase the Harvey Norman Goods using, a GO Mastercard; or (b) already have an eligible Latitude-issued credit card and use that card to make the purchase.
- 16. That misleading impression masked the essential nature of the arrangement being offered to consumers. The GO Mastercard brings into existence a continuing credit contract, which contemplates multiple advances of credit (including through cash advances) and permits Latitude to change contractual terms over time. Fees and charges apply for the right to hold and use the card, including an establishment fee and/or a monthly account service fee, and (in certain circumstances) late payment fees, payment handling fees, fees on international transactions, paper statement fees, cash advance fees and interest. Latitude also discloses information about a GO Mastercard cardholder to credit reporting bodies, including repayment history and any repayment defaults, such that late payments or non-payments may affect a consumer's capacity to secure finance in future.
- 17. Further or alternatively, the dominant message of the advertisements did not disclose, at all or adequately, in all the circumstances, an important qualifying fact that consumers would reasonably expect to be disclosed: that an essential precondition for acquiring goods pursuant to the advertised payment method was that a consumer must (a) agree to apply for and receive, and purchase the Harvey Norman Goods using, a GO Mastercard; or (b) already have an eligible Latitude-issued credit card and use that card to make the purchase. Thus, the advertisements had a tendency to cause a mistaken impression as to the financial and related consequences of taking up that payment method to acquire goods.
- 18. The facts alleged at [9]–[13] above conveyed a representation that the material terms of the arrangement to be provided in connection with the payment method were only those stated at [14] above. This representation was partly express (that the material terms of the arrangement to be provided in connection with the payment method were those stated at [14] above) and partly implied (that the material terms of the arrangement to be provided in connection with the payment method were to be provided in connection with the payment method were those stated at [14] above) and partly implied (that the material terms of the arrangement to be provided in connection with the payment method were <u>only</u> those stated at [14] above). This representation was false or misleading by reason of the matters set out above.
- Neither the misapprehension described at [15]–[17] above nor the representation alleged at [18] above was clearly and prominently corrected by any qualifying statements elsewhere in the advertisements.

A.6 Advertising misleading as to fees or charges

- 20. The dominant message of the advertisements conveyed to reasonable consumers the impression that a consumer taking up the payment method to buy Harvey Norman Goods would only be liable to pay the price of those goods by way of 60 equal monthly payments, or alternatively that any fees or charges would be relatively insubstantial.
- 21. That impression was misleading because the consumer was also required to pay at least the establishment fee and/or the monthly account service fees described in [8] above.
- 22. Further or alternatively, the dominant message did not disclose, at all or adequately, in all the circumstances, an important qualifying fact that consumers would reasonably expect to be disclosed: that the consumer would be required to pay at least the establishment fee and/or the monthly account service fees in addition to the 60 equal monthly payments.
- 23. The facts alleged at [9]–[13] above conveyed a representation that a consumer taking up the payment method to buy Harvey Norman Goods would only be liable to pay the retail price of those goods by way of 60 equal monthly payments, or alternatively that any fees or charges in connection with the payment method would be relatively insubstantial. This representation was partly express (that a consumer taking up the payment method to buy Harvey Norman Goods would be liable to make 60 equal monthly payments) and partly implied (that a consumer taking up the payment to buy Harvey Norman Goods would be liable to make 60 equal monthly payments) and partly implied (that a consumer taking up the payment method to buy Harvey Norman Goods would <u>only</u> be liable to make 60 equal monthly payments, or alternatively that any fees or charges in connection with the payment method would be relatively insubstantial). This representation was false or misleading because the consumer would also be required to pay the establishment fee and/or the monthly account service fees as described in [8] above.
- 24. Neither the misapprehension described at [20]-[22] above nor the representation alleged at [23] above was clearly and prominently corrected by qualifying statements elsewhere in the advertisements.

PART B: RELIEF SOUGHT FROM THE COURT

25. ASIC seeks the relief set out in the accompanying Originating Process.

PART C: PRIMARY LEGAL GROUNDS FOR THE RELIEF SOUGHT

- 26. The conduct described at [5]–[13] above was conduct in trade or commerce in relation to financial services: namely, a credit facility or dealing in a credit facility (see ss 12BAA(7)(k),12BAB(1)(b), 12BAB(1AA), 12BAB(7)(a)–(b) and 12BAB(8) of the ASIC Act and reg 2B of the Australian Securities and Investments Commission Regulations 2001 (Cth)).
- 27. The representations alleged in [18] and [23] above, conveyed by the facts alleged at [9]–[13] above, were made in connection with the supply or possible supply of financial services, or

in connection with the promotion by any means of the supply or use of financial services: namely, a credit facility or dealing in a credit facility.

- 28. By reason of the matters alleged at [14]–[17] and [19] above, and/or the matters alleged at [20]–[22] and [24] above, the conduct described at [9]–[13] above was misleading or deceptive, or likely to mislead or deceive. Accordingly, the Defendants contravened s 12DA(1) of the ASIC Act.
- 29. By reason of the matters alleged at [14]–[17] and [19] above, for the purposes of s 12DF(1) of the ASIC Act, the conduct described at [9]–[13] above was liable to mislead the public as to the nature and/or the characteristics of financial services. Accordingly, the Defendants contravened s 12DF(1) of the ASIC Act.
- 30. By reason of the matters alleged at [14]–[17] and [19] above, the representation alleged at [18] above was a false or misleading representation that services were of a particular standard, quality, value or grade; and/or concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy. Accordingly, the Defendants contravened s 12DB(1)(a) and/or s 12DB(1)(i) of the ASIC Act.
- 31. By reason of the matters alleged at [14], [20]–[22] and [24] above, the representation alleged at [23] above was a false or misleading representation that services were of a particular standard, quality, value or grade; and/or with respect to the price of services; and/or concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy. Accordingly, the Defendants contravened s 12DB(1)(a) and/or s 12DB(1)(g) and/or s 12DB(1)(i) of the ASIC Act.

PART D: HARM SUFFERED

32. The Defendants' misleading conduct and representations tended to lure consumers into taking on a GO Mastercard, without having made an informed choice to do so, and thereby exposed them to the risks of incurring further debts and charges and experiencing related ramifications for their credit ratings, and misrepresented to consumers the true cost of using the payment method.

Date: 4 October 2022

typ the proton

Lawyer, ASIC For and on behalf of the Australian Securities and Investments Commission

This Concise Statement was prepared by Emrys Nekvapil and Alison Hammond, Counsel and Cynthia Di Blasio, Lawyer.

Certificate of lawyer

I, Cynthia Di Blasio, certify to the Court that, in relation to the Concise Statement filed on behalf of the Plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation.

Date: 4 October 2022

Dilton

Signed by Cynthia Di Blasio Lawyer for the Plaintiff

Example Newspaper Advertisement 1, for the promotion period 1 January to 31 January 2021 - Produced to ASIC by Harvey Norman



*1. 60 Months Interest Free – No Deposit, No Interest with 60 Equal Monthly Payments until January 2026: Approved applicants only. Conditions, Fees and charges apply, Minimum amount financed \$1000 on transactions made between 0101/21 and 31/01/21. Interest applies if you do not comply with terms and conditions. Excludes molaile phones, gaming consoles, gaming consoles, gaming consoles, gift cards, digital cameas and lenses, hu water system supply & Installation, Octopuss installation arrives. Microsol Surface Studio, Apple. Miele and Harvey Norman Architecture 10/01/21. Interest applies if you for consoles and there products to a studio and there products and there and ther

Example Newspaper Advertisement 1, as displayed in The Sydney Morning Herald, Saturday 23 January 2021 - Produced to ASIC by Nine Entertainment Co Holdings Limited

NEC.0001.0006.7119 0001







associatesto repay the \$16million in 'spotter' feesthey received from a Sydneydeveloper. Kate McClymont reports.



Aussie

pub?

NEWS PAGE16

Example Newspaper Advertisement 2, for the promotion period 23 to 28 April 2020, Page 1 of 4 - Produced to ASIC by Harvey Norman



*1 *2 See back page for Interest Free and Gift Card terms and conditions.

433293_P01_SAM

Example Newspaper Advertisement 2, for the promotion period 23 to 28 April 2020, Pages 2 - 3 of 4 - Produced to ASIC by Harvey Norman



Example Newspaper Advertisement 2, for the promotion period 23 to 28 April 2020, Page 4 of 4 - Produced to ASIC by Harvey Norman



Example Newspaper Advertisement 2, Wrap page 1 of 4 as displayed in The Adelaide Advertiser, Thursday 23 April 2020 - Produced to ASIC by News Corp Australia Pty Limited

LHN.0036.0001.0030



Example Newspaper Advertisement 2, Wrap page 2 of 4 as displayed in The Adelaide Advertiser, Thursday 23 April 2020 - Produced to ASIC by News Corp Australia Pty Limited

LHN.0036.0001.0031



Example Newspaper Advertisement 2, Wrap page 3 of 4 as displayed in The Adelaide Advertiser, Thursday 23 April 2020 - Produced by News Corp Australia Pty Limited

LHN.0036.0001.0033



Example Newspaper Advertisement 2, Wrap page 4 of 4 as displayed in The Adelaide Advertiser, Thursday 23 April 2020 - Produced by News Corp Australia Pty Limited



Example Television Advertisement 1, for the promotion period 14 to 19 May 2020 - Produced to ASIC by Harvey Norman
Screenshot 1
LHN.0056.0001.1727

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Screenshot 2

LHN.0056.0001.1727

Harvey Norman



Screenshot 3



LHN.0056.0001.1727

Example Television Advertisement 1, as aired on television between 14 May and 19 May 2020 -Produced to ASIC by Seven West Media Limited Screenshot 1 SWM.0001.0007.0375





Example Television Advertisement 2, for the promotion period 1 to 30 April 2021 - Produced to ASIC by Harvey Norman Screenshot 1

Harvey Norman ONTHS REST FREE **MODEPOSIT MOINTEREST** with 60 equal monthly payments *Gift Cards issued by Derni Pty Limited. Conditions apply. See in store or online for details. \$50 Gift Card when you spend \$1,000+ \$100 Gift Card when you spend \$2,000+ \$150 Gift Card when you spend \$3,000+ \$200 Gift Card when you spend \$4,000+ \$250 Gift Card when you spend \$50,000+ \$300 Gift Card when you spend \$6,000+ \$350 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$450 Gift Card when you spend \$5,000+ \$350 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$450 Gift Card when you spend \$5,000+ \$350 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$450 Gift Card when you spend \$5,000+ \$350 Gift Card when you spend \$10,000+ Minimum financed amount \$1000. Approved applicants only. Interest applies if you do not comply with terms & conditions. Fees, charges, conditions & exclusions apply. See website for details. Credit is provided by Latitude Finance Australia (ABN 42 008 583 588). Australian Credit Licence 392145. Screenshot 2 LHN.0056.0001.2253 Harvey Norman PLUS on 60 Months Interest Free purchases *Gift Cards issued by Derni Pty Limited. Conditions apply. See in store or online for details. \$50 Gift Card when you spend \$1,000+ \$100 Gift Card when you spend \$2,000+ \$150 Gift Card when you spend \$3,000+ \$200 Gift Card when you spend \$4,000+ \$250 Gift Card when you spend \$5,000+ \$300 Gift Card when you spend \$6,000+ \$350 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$450 Gift Card when you spend \$9,000+ \$500 Gift Card when you spend \$10,000+ Minimum financed amount \$1000. Approved applicants only. Interest applies if you do not comply with terms & conditions. Fees, charges, conditions & exclusions apply. See website for details. Credit is provided by Latitude Finance Australia (ABN 42 008 583 588). Australian Credit Licence 392145.

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Example Television Advertisement 2, as aired on television between 1 April and 17 April 2021 -Produced to ASIC by Prime Media Group Ltd

Screenshot 1





on 60 Months Interest Free purchases

*Gift Cards issued by Derni Pty Limited. Conditions apply. See in store or online for details. \$50 Gift Card when you spend \$1,000 + \$100 Gift Card when you spend \$2,000+ \$150 Gift Card when you spend \$3,000+ \$200 Gift Card when you spend \$4,000+ \$250 Gift Card when you spend \$5,000+ \$300 Gift Card when you spend \$5,000+ \$350 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$300 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$350 Gift Card when you spend \$7,000+ \$400 Gift Card when you spend \$8,000+ \$450 Gift Card when you spend \$7,000+ \$500 Gift Card when you spend \$10,000+ Minimum financed amount \$1000. Approved applicants only. Interest applies if you do not comply with terms & conditions. Fees, charges, conditions & exclusions apply. See website for details. Credit is provided by Latitude Finance Australia (ABN 42 008 583 588). Australian Credit Licence 392145.

Annexure C

File share folder containing PDF files of the newspaper advertisements and the audio and video files of the radio and television advertisements listed in the table entitled 'Annexure C – Newspaper, radio and television advertisements'

Document ID	Item Description	Format	Produced to		
ASIC by					
LHN.0056.0002.9394	Newspaper Advertisements Example Newspaper Advertisement 1, promotion period 1 January to 31 January 2021	PDF File (.pdf)	Harvey Norman		
NEC.0001.0006.7119	Example Newspaper Advertisement 1, published on 23 January 2021	PDF File (.pdf)	Nine Entertainment Co Holdings Limited		
LHN.0097.0001.7321 LHN.0097.0001.7331 LHN.0056.0001.6956	Example Newspaper Advertisement 2, promotion period 23 to 28 April 2020	PDF File (.pdf)	Harvey Norman		
LHN.0036.0001.0030 LHN.0036.0001.0031 LHN.0036.0001.0033 LHN.0036.0001.0032	Example Newspaper Advertisement 2, published on 23 April 2020	PDF File (.pdf)	News Corp Australia Pty Limited		
Television Advertisements					
LHN.0056.0001.1727	Example Television Advertisement 1, promotion period 14 to 19 May 2020	Video File (.mp4)	Harvey Norman		
<u>SWM.0001.0007.0375</u>	Example Television Advertisement 1, aired between 14 and 19 May 2020	Video File (.mp4)	Seven West Media Limited		
LHN.0056.0001.2253	Example Television Advertisement 2, promotion period 1 to 30 April 2021	Video File (.mp4)	Harvey Norman		
LHN.0044.0031.1372	Example Television Advertisement 2, aired between 1 April and 17 April 2021	Video File (.mp4)	Prime Media Group Ltd		
Radio Advertisements					
LHN.0056.0001.1254	Example Radio Advertisement 1, promotion period 23 to 28 April 2020	Audio File (.mp3)	Harvey Norman		
NEC.0001.0009.8678	Example Radio Advertisement 1, aired between 23 and 28 April 2020	Audio File (.mp3)	Nine Entertainment Co Holdings Limited		
LHN.0056.0001.1463	Example Radio Advertisement 2, promotion period 1 to 31 January 2021	Audio File (.mp3)	Harvey Norman		
<u>SCA.1217.0001.3753</u>	Example Radio Advertisement 2, aired between 14 and 31 January 2021	Audio File (.mp3)	Southern Cross Media Group Limited		

SCHEDULE OF PARTIES

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION Plaintiff

LATITUDE FINANCE AUSTRALIA (ACN 008 583 588)

First Defendant

HARVEY NORMAN HOLDINGS LIMITED (ACN 003 237 545)

Second Defendant