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10. COMPETITION LAW

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I. Introduction

10.1 The Competition and Consumer Commission of Singapore ("CCS"), which adopted its refreshed corporate identity (moving from "CCCS" to "CCS") as part of its 20th anniversary celebrations on 25 September 2025, maintained a sustained level of activity across all pillars that it has authority over. CCS pursued cartel enforcement action, imposing approximately S$10m in combined financial penalties across two infringement decisions, cleared several merger transactions across diverse sectors, and increased its focus on its consumer protection efforts with a particular emphasis on misleading online practices, content generated by artificial intelligence ("AI"), and the protection of vulnerable consumers. CCS also undertook important policy and legislative initiatives, including consultations on merger assessment procedures, settlement frameworks, and the harmonisation of competition regulation across the telecommunications and media sectors. On 1 July 2025, CCS consolidated consumer product safety and legal metrology functions which were previously administered by Enterprise Singapore. This equips CCS with a unified authority with broader levers across competition and consumer mandates.

10.2 This article provides a comprehensive review of the developments in 2025, organised under the categories of (a) cartels and anti-competitive agreements; (b) abuse of dominance; (c) mergers; and (d) consumer protection, with analysis of the legal reasoning, penalty methodology, enforcement philosophy, and practical implications for practitioners.

II. Cartels and anti-competitive agreements

A. Bid-rigging in public sector tenders: Trust-Build Engineering & Construction Pte Ltd and Hunan Fengtian Construction Group Co, Ltd

10.3 On 23 May 2025, CCS issued an infringement decision against Trust-Build Engineering & Construction Pte Ltd ("TB") and Hunan Fengtian Construction Group Co, Ltd ("HNFT") for bid-rigging conduct relating to three invitations to tender called by the People's Association ("PA") for upgrading works at three Community Clubs.[1] CCS commenced investigations in July 2023 based on information received from PA, which had itself noticed potential bid-rigging activity before the tenders were awarded.

10.4 Following its investigations, CCS found that HNFT had prepared TB's tender submissions and proposed TB's bid prices for each of the tenders, thereby removing all competitive pressure between them to submit independent and competitive offers to PA. The finding of a restriction by object followed from the nature of the conduct, which mirrored, in CCS's view, classic bid suppression and cover pricing patterns: one party formulated the other's bid price, eliminating any prospect of genuine competitive rivalry. CCS imposed financial penalties on both parties amounting to a total of S$4,644,409.

10.5 Notably, CCS made it clear that the fact that none of the tenders were ultimately awarded to the bid-rigging parties had little bearing on its determination of penalties.

10.6 Separately, on penalty calculation, CCS took the view that limiting the penalty calculation to turnover attributable to tenders that were awarded would defeat the objectives of the competition penalty regime, which are to reflect the seriousness of the infringement and to deter such anti-competitive practices. This underscores CCS's zero-tolerance stance towards cartel activities, particularly bid-rigging, and establishes that outcome-based arguments, which seek to establish the absence of actual harm, will not provide the parties with a safe

1 CCCS 500-100-2023-001 (23 May 2025); Competition and Consumer Commission of Singapore, "CCCS Imposes a Total of $4.6m Penalties On Contractors for Rigging Bids in Public Sector Tenders", media release (23 May 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-imposes-a-total-of--4-6m-penalties-on-contractors-for-rigging-bids-in-public-sector-tenders/> (accessed 4 June 2026).

harbour. A further note of the obvious is that providing assistance to a rival in preparing its tender is treated as paradigmatic collusion.

B. Information exchange between remittance service providers

10.7 On 31 July 2025, CCS issued an infringement decision against ZGR Global Pte Ltd ("ZGR") and Hanshan Money Express Pte Ltd ("HS") for engaging in alleged anti-competitive conduct in the market for outward remittance of Chinese yuan ("CNY").[2] CCS commenced investigations in April 2020 based on a complaint received from a member of the public. It found that ZGR and HS had regularly exchanged information on each other's outward remittance rates for the CNY, which influenced the setting of their respective CNY remittance rates and thereby undermined competition in the market for CNY remittance services.

10.8 In reviewing the decision, CCS noted that the data exchanged was price-related, competitor-specific, and sufficiently current and frequent to reduce strategic uncertainty, facilitate tacit alignment, and thereby restrict rivalry in a market where marginal rate differences could drive customer switching. CCS accordingly treated the exchange as a restriction by object. CCS imposed financial penalties on both parties amounting to a total of S$5,365,007. An additional discount of 10% was applied to reduce HS's financial penalties as a result of its admission of liability under the Fast Track Procedure, in addition to a discount for co-operation with CCS's investigation.

10.9 This case is noteworthy as it sets out CCS's views on the breadth of the s 34 Competition Act 2004[3] ("CA") prohibition. The prohibition captures not only "hard-core" cartel conduct such as price-fixing and bid-rigging, but also the exchange of commercially sensitive information that serves to align competitors' pricing behaviour. The decision is currently pending an appeal to the Competition Appeal Board by ZGR, underscoring that parties may continue to contest the line between benchmarking and anti-competitive signalling.

2 CCCS 500-100-2020-003 (31 July 2025); Competition and Consumer Commission of Singapore, "CCCS Penalises Chinese Yuan Remittance Service Providers $5.36 Million for Illegal Information Exchange", media release (31 July 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-penalises-chinese-yuan-remittance-service-providers--5-36-million-for-illegal-information-exchange/> (accessed 4 June 2026).

3 2020 Rev Ed.

C. How Competition and Consumer Commission of Singapore calculates financial penalties

10.10 The two infringement decisions issued in the review period and an infringement decision issued in 2024 (regarding Flex Connect Pte Ltd ("FL") and Tarkus Interiors Pte Ltd ("Tarkus"))[4] collectively illustrate CCS's structured approach to calculating financial penalties as set out under the "CCS Guidelines on the Appropriate Amount of Penalty in Competition Cases".[5] The methodology follows a six-step framework that practitioners should understand in detail, as it directly shapes the quantum of exposure in any s 34 or s 47 CA case.

(a) **Step 1 – Starting point based on relevant turnover.** CCS begins by identifying the undertaking's relevant turnover in Singapore – that being the turnover of the undertaking in the relevant product and geographic market affected by the infringement – for the undertaking's business year preceding the date of CCS's infringement decision. In the bid-rigging cases, the relevant turnover was linked to the construction and interior fit-out services markets respectively, while in the remittance case, it was the turnover attributable to outward CNY remittance services. Importantly, in the TB/HNFT case, CCS rejected the argument that relevant turnover should be limited to turnover from tenders actually awarded to the infringing parties, reasoning that such a limitation would defeat the objectives of the penalty regime. A percentage of the relevant turnover (up to 10%) is then applied, informed by the nature and seriousness of the infringement, to derive the starting-point amount.

(b) **Step 2 – Adjustment for duration.** The starting-point amount is then multiplied by a factor reflecting the duration of the infringement. Longer-lasting infringements attract higher multipliers. In the FL/Tarkus case,[6] the bid-rigging persisted over approximately five years across 12 tenders, which would have materially increased the duration multiplier. In the

4 CCCS 500-100-2021-001 (20 December 2024); Competition and Consumer Commission of Singapore, "CCCS Penalises Contractors Specialising in Non-Residential Interior Fit-Out Tenders for Bid-Rigging", media release (20 December 2024) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-penalises-contractors-specialising-in-non-residential-interior-fit-out-tenders-for-bid-rigging-251/> (accessed 4 June 2026).

5 Competition and Consumer Commission of Singapore, "CCS Guidelines on the Appropriate Amount of Penalty in Competition Cases" (revised 2022).

6 This case was discussed in Kala Anandarajah, "Competition Law" (2024) 25 SAL Ann Rev 246 at paras 10.28–10.32.

ZGR/HS remittance case, the regular and sustained nature of the information exchange was similarly relevant to the duration assessment.

(c) Step 3 – Adjustment for aggravating and mitigating factors. CCS then adjusts the penalty upward or downward to account for aggravating factors (such as the role of a ringleader or organiser, coercion of other parties to participate, repeated infringement or continued participation after the commencement of an investigation) and mitigating factors (such as genuine uncertainty as to whether the conduct constituted an infringement, limited involvement, co-operation with CCS's investigation or voluntary termination of the infringement prior to CCS's intervention). In each of the three decisions, CCS expressly stated that it took into account the nature and seriousness of the infringement and aggravating and mitigating factors in calibrating penalties.

(d) Step 4 – Adjustment for deterrence. CCS may further adjust the penalty to ensure that it serves as an effective deterrent, both to the infringing undertaking (*ie*, specific deterrence) and to other undertakings in the market (*ie*, general deterrence). This step allows CCS to increase the penalty where, for example, the undertaking's relevant turnover is small relative to its overall size and resources, such that the penalty calculated at Steps 1 to 3 above may not sufficiently deter future infringements.

(e) Step 5 – Adjustment for the statutory maximum. The penalty is then checked against the statutory cap of 10% of the undertaking's turnover in Singapore for each year of infringement, up to a maximum of three years. If the calculated penalty exceeds this cap, it is reduced accordingly.

(f) Step 6 – Adjustment for leniency, Fast Track Procedure, and other reductions. Finally, CCS applies any applicable reductions. Two structured discount regimes featured prominently in the cases. Under CCS's leniency framework, the first undertaking to report a cartel and provide evidence may receive total immunity from financial penalties, while subsequent applicants may receive reductions of up to 50%, depending on the value and timing of their co-operation. In the FL/Tarkus decision, FL applied for and was granted leniency, resulting in a leniency discount being applied to its financial penalty.[7] The Fast Track Procedure offers a reduction in financial penalties (typically 10%) in exchange for an undertaking's

7 See Kala Anandarajah, "Competition Law" (2024) 25 SAL Ann Rev 246 at para 10.31.

admission of liability at an early stage. In the ZGR/HS decision, HS received a 10% Fast Track discount in addition to a separate discount for co-operation with CCS's investigation.

10.11 The combined penalties in the three infringement decisions amounted to approximately S$19.9m: S$4,644,409 for TB/HNFT, S$9,999,181 for FL/Tarkus, and S$5,365,007 for ZGR/HS. These figures demonstrate that CCS is prepared to impose substantial penalties even on small and medium-sized enterprises, reinforcing the deterrent effect of the regime. For practitioners, the key strategic takeaway is that the penalty framework offers meaningful scope for mitigation through early engagement: a combination of leniency and Fast Track admissions can materially reduce exposure, while the absence of co-operation and the presence of aggravating factors can significantly increase it. The TB/HNFT decision additionally underscores that the absence of actual harm (*ie*, where the rigged tenders were not awarded) does not provide a basis for penalty reduction, as CCS's penalty framework is calibrated to reflect the seriousness of the conduct itself rather than its concrete effects.

D. Airline co-operation: conditional approvals and commitments

10.12 In 2025, CCS assessed three airline co-operation agreements under s 34 of the CA. Each agreement had raised competition concerns regarding specific origin-destination city pair routes, which were resolved through conditional approval subject to behavioural commitments.

10.13 On 28 January 2025, CCS granted conditional approval for the expanded joint venture between Singapore Airlines Ltd ("SIA") and Deutsche Lufthansa AG.[8] CCS determined that the anti-competitive impact on two routes, namely Singapore-Frankfurt and Singapore-Zurich (and *vice versa*), would be significant, as the applicants held close to an 80% combined market share on each route. CCS assessed theories of harm centred on the co-ordinated price and capacity of flights between these city pairs, considered barriers to entry and the historical pace of competitive entry, and weighed the claimed benefits under the net economic benefits exclusion but found them insufficient to outweigh the

8 CCCS 400-110-2022-001 (28 January 2025); Competition and Consumer Commission of Singapore, "CCCS Grants Conditional Approval for the Proposed Expanded Joint Venture Between Singapore Airlines and Deutsche Lufthansa AG After Accepting Commitments", media release (31 January 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-grants-conditional-approval-for-the-proposed-expanded-joint-venture-between-singapore-airlines-and-deutsche-lufthansa-ag-after-accepting-commitments/> (accessed 4 June 2026).

identified harm. Following this, and on submission by the parties, CCS reviewed and accepted commitments extending to minimum weekly seat capacity and minimum passenger numbers, with a requirement for independent auditor monitoring.

10.14 On 21 March 2025, CCS granted conditional approval for the proposed commercial co-operation between SIA and All Nippon Airways Co, Ltd for scheduled air passenger transport services between Singapore and Japan.[9] CCS determined that the applicants had sustained a high combined market share on the Singapore-Tokyo route, and that there were significant barriers to entry and expansion. The commitments included stipulated seat capacity maintenance, the development and submission of a credible growth business plan, reporting on schedules and capacity at the carrier level, and independent auditing.

10.15 On 7 July 2025, CCS cleared the proposed commercial co-operation between SIA and Malaysia Airlines Berhad despite noting that price and capacity co-ordination would restrict competition on the Singapore-Kuala Lumpur route.[10] The clearance was granted on the basis of commitments having been provided by the parties and accepted by CCS, including maintaining a minimum seat capacity, developing business plans, and appointing an independent auditor.

E. Block exemption order for liner shipping agreements

10.16 On 28 October 2024, the Ministry of Trade and Industry, pursuant to CCS's recommendations, renewed the Competition (Block Exemption for Liner Shipping Agreements) Order[11] ("Renewed LSA

9 CCCS 400-110-2021-001 (21 March 2025); Competition and Consumer Commission of Singapore, "CCCS Grants Conditional Approval for the Proposed Commercial Cooperation Between Singapore Airlines Limited and All Nippon Airways Co, Ltd", media release (21 March 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-grants-conditional-approval-for-the-proposed-commercial-cooperation-between-singapore-airlines-limited-and-all-nippon-airways-co---ltd-/> (accessed 4 June 2026).

10 CCCS/400/110/2019/002 (7 July 2025); Competition and Consumer Commission of Singapore, "CCCS Approves Proposed Commercial Cooperation Between Singapore Airlines and Malaysia Airlines After Accepting Commitments", media release (7 July 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-approves-proposed-commercial-cooperation-between-singapore-airlines-and-malaysia-airlines-after-accepting-commitments/> (accessed 4 June 2026).

11 2006 Rev Ed.

BEO") for five years, *ie*, from 1 January 2025 to 31 December 2029.[12] The Renewed LSA BEO continues to apply to vessel sharing agreements for liner shipping services and price discussion agreements for feeder services. However, from 1 January 2025, the Renewed LSA BEO no longer covers inland carriage, reflecting current industry practice. A transitional provision allowed existing liner shipping agreements involving inland carriage signed on or before 31 December 2024 to benefit from the block exemption for one further year until 31 December 2025. For shipping clients, the substantive point is that intra-port co-ordination under qualifying liner shipping agreements remains block-exempt, but the inland leg now demands either self-assessment for compliance under s 34 of the CA or bespoke comfort.

F. Environmental sustainability collaboration guidance

10.17 On 3 January 2025, CCS provided positive guidance that the joint establishment and operation of Beverage Container Return Scheme (BCRS) Ltd ("BCRS") by Coca-Cola Singapore Beverages Pte Ltd, F&N Foods Pte Ltd, and Pokka Pte Ltd was unlikely to infringe s 34 or s 47 of the CA. This was the first Notification for Guidance where CCS applied its streamlined process under its "Guidance Note On Business Collaborations Pursuing Environmental Sustainability Objectives",[13] completing its assessment within 30 working days. In so concluding, CCS had also considered the following facts: (a) that BCRS was a not-for-profit, regulated scheme operator with clear governance; (b) that BCRS had limited scope that complied with statutory obligations; and (c) that there was no spillover into price or output co-ordination in adjacent competitive parameters.

III. Abuse of dominance

10.18 There were no reported enforcement actions by CCS under s 47 of the CA (which prohibits abuse of a dominant market position) during the review period. This is consistent with the broader trend in Singapore,

12 Competition and Consumer Commission of Singapore, "CCCS Recommends Five-Year Renewal of the Block Exemption Order for Liner Shipping Agreements", media release (28 October 2024) (accessed 4 June 2026). See also the Competition (Block Exemption for Liner Shipping Agreements) Order (2006 Rev Ed), which was renewed in 2025.

13 Competition and Consumer Commission of Singapore, "Guidance Note On Business Collaboration Pursuing Environmental Sustainability Objectives" (1 March 2024) <https://isomer-user-content.by.gov.sg/45/cce9033c-f1c0-41ac-9fc1-e9420d79c256/CCCS%20Environmental%20Sustainability%20Collaboration%20Guidance%20Note_full.pdf> (accessed 4 June 2026).

where s 47 cases have been relatively infrequent compared to s 34 cartel enforcement cases. Nevertheless, CCS considered and cleared the BCRS collaboration against both ss 34 and 47, and CCS's growing focus on digital markets, algorithms and platform governance – evidenced by the AI Markets Toolkit ("AIM Toolkit") and related consultations – suggests that s 47 enforcement could gain momentum in future periods.

IV. Mergers

A. Overview

10.19 CCS was active in the review of merger transactions under s 54 of the CA, clearing a number of significant transactions across a diverse range of sectors, including advertising and media buying, private healthcare and eldercare, intermodal container logistics and automotive commercial vehicles. These were cleared in Phase 1 and without remedies.

B. Advertising and marketing: Omnicom Group Inc/Interpublic Group of Companies

10.20 On 24 April 2025, CCS cleared the proposed acquisition of Interpublic Group of Companies by Omnicom Group Inc in the markets for marketing communications services, media buying services, and procurement of media buying services in Singapore.[14] CCS concluded that the proposed acquisition was unlikely to substantially lessen competition as there were many alternative suppliers that customers could easily switch between, services were often procured through tenders and any potential increase in market power would likely be constrained by media owners across traditional channels and digital media platforms.

14 CCS 400-140-2025-004 (7 October 2025); Competition and Consumer Commission of Singapore, "CCCS Clears Proposed Acquisition of Interpublic Group of Companies By Omnicom Group Inc.", media release (24 April 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-clears-proposed-acquisition-of-interpublic-group-of-companies-by-omnicom-group-inc-/> (accessed 4 June 2026).

C. Medical oncology: TalkMed Group Ltd/Tamarind Health Ltd

10.21 On 27 June 2025, CCS cleared the proposed acquisition of TalkMed Group Ltd by Tamarind Health Ltd.[15] CCS found that the acquisition was unlikely to substantially lessen competition given the presence of alternative providers in both the public and private sector, the ability of patients to switch providers, and the constraining role of insurers and the healthcare regulatory framework.

D. Vehicle and spare parts: Hino Motors, Ltd/Mitsubishi Fuso Truck and Bus Corp

10.22 On 7 October 2025, CCS cleared the proposed merger between Hino Motors, Ltd and Mitsubishi Fuso Truck and Bus Corp.[16] The relevant markets comprised the supply of light commercial vehicles, medium-duty trucks, and heavy-duty trucks in Singapore. CCS was satisfied that the merger would not result in a substantial lessening of competition given the presence of significant competitors (including Chinese and Korean manufacturers who had significantly accelerated their market entry), as well as the ease of switching, low barriers to entry and strong countervailing buyer power. Indeed, CCS took recent market entry seriously, recognising accelerated sales traction by Chinese and Korean brands as a real competitive constraint.

E. Logistics: Global Sea Containers Ltd/ Typewriter Ascend Ltd

10.23 On 19 August 2025, CCS cleared the proposed acquisition of Global Sea Containers Ltd by Typewriter Ascend Ltd in the market for the global supply of intermodal containers.[17] CCS found that the acquisition was unlikely to lead to a substantial lessening of competition

15 CCCS 400-140-2025-001 (27 June 2025); Competition and Consumer Commission of Singapore, "CCCS Clears Proposed Acquisition of TalkMed Group Limited By Tamarind Health Limited", media release (27 June 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-clears-proposed-acquisition-of-talkmed-group-limited-by-tamarind-health-limited/> (accessed 4 June 2026).

16 CCS 400-140-2025-004 (7 October 2025); Competition and Consumer Commission of Singapore, "CCS Clears the Proposed Merger Between Hino Motors Limited and Mitsubishi Fuso Truck and Bus Corporation", announcement (7 October 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/ccs-clears-the-proposed-merger-between-hino-motors-limited-and-mitsubishi-fuso-truck-and-bus-corporation/> (accessed 4 June 2026).

17 CCCS 400-140-2025-004 (19 August 2025); Competition and Consumer Commission of Singapore, "CCCS Clears Proposed Acquisition of Global Sea Containers Limited By Typewriter Ascend Ltd", media release (19 August 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-clears-

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as the parties were not each other's closest competitor, there were many alternative suppliers, there were low barriers to entry and expansion, and customers were likely to have bargaining power.

F. Healthcare: Econ Healthcare (Asia) Ltd/TPG Inc

10.24 CCS cleared the proposed acquisition of Econ Healthcare (Asia) Ltd by TPG Inc,[18] concluding that the transaction had not resulted in a substantial lessening of competition in relation to the supply of non-residential care services and the supply of both subsidised and unsubsidised nursing home services in Singapore. CCS noted the low market shares, presence of viable competitors, constraints on price increases under Ministry of Health schemes for subsidised nursing home services, potential for competitors to switch supply of capacity to unsubsidised services and fragmented markets comprising a mix of for-profit and non-profit suppliers.

G. Proposed changes to merger and settlement procedures

10.25 CCS consulted in October–November 2025 on streamlining its Guidelines on Merger Procedure.[19] The proposed changes aimed to shorten assessment timeframes, clarify information requirements, and offer stronger early resolution incentives in conduct cases. These reforms have now been introduced with effect from 1 May 2026[20] and allow for more straightforward transactions to be cleared in a much shorter time frame. The streamlined approach also sees changes to the issues letter phase and the phase 2 timelines, rejigging the time to be spent at each stage.

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proposed-acquisition-of-global-sea-containers-limited-by-typewriter-ascend-ltd/> (accessed 4 June 2026).

18 CCCS 400-140-2025-008 (9 October 2025); Competition and Consumer Commission of Singapore, "CCS Clears the Proposed Acquisition of Econ Healthcare (Asia) Limited By TPG Inc", announcement (9 October 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/ccs-clears-the-proposed-acquisition-of-econ-healthcare--asia--limited-by-tpg-inc-/> (accessed 4 June 2026).

19 "Proposed Changes to the CCS Guidelines and New Guidelines On CCS's Settlement Procedure", *Competition and Consumer Commission of Singapore* (27 October 2025) <https://isomer-user-content.by.gov.sg/45/d76f8e15-32e8-431a-9f76-97bed74582c8/Consultation%20Paper.pdf> (accessed 4 June 2026).

20 "Public Consultation On Proposed Changes to Two Key Guidelines On Competition", *Competition and Consumer Commission of Singapore* (19 June 2026) <https://www.ccs.gov.sg/case-register/public-consultations/closed---legislations-and-policies/public-consultation-on-proposed-changes-to-two-key-guidelines-on-competition/> (accessed 25 June 2026).

H. Telecommunications and media sector harmonisation

10.26 The Ministry of Digital Development and Information and the Infocomm Media Development Authority ("IMDA") issued a public consultation on the draft Info-communications Media Development Authority (Amendment) Bill,[21] proposing amendments to harmonise and refine the treatment of market competition issues across the telecommunication and media sectors. Key proposed amendments include provisions on thresholds for acquisition transactions requiring IMDA's approval, the extent to which anti-competitive agreements will be rendered void, the power to order structural separation, and the process for appeals against IMDA's decisions and directions.

V. Consumer protection

A. Overview

10.27 CCS was considerably more active on consumer protection in 2025. Its cases extended across a broad spectrum of unfair practices, including misleading online conduct, AI-generated fake reviews, dark patterns and exploitation of vulnerable consumers.

10.28 Separately, CCS also introduced guidelines and policy changes to better manage consumer concerns. Additionally, CCS deployed a tiered remedial toolkit comprising undertakings for conduct at the lighter end, court orders compelling publication and notification (where needed), and contempt proceedings – culminating in a custodial sentence – where orders were persistently flouted.

(1) Cases

(a) Product information transparency and pricing

10.29 OSIM International Pte Ltd ("OSIM") provided an undertaking to CCS following investigations to improve transparency in its product information after CCS raised concerns regarding four clusters of conduct

21 "Public Consultation On the Draft Info-communications Media Development Authority (Amendment) Bill", *Ministry of Digital Development and Information* (24 December 2025) <https://www.mddi.gov.sg/newsroom/public-consultation-on-the-draft-info-communications-media-development-authority--amendment--bill/> (accessed 4 June 2026).

relating to how products were described or how logos were utilised.[22] The conduct reviewed included:

(a) the use of the "Stanford Medicine" logo in promotional materials which could mislead consumers;

(b) indicating that products were "Certified", which could mislead consumers as to third-party validation;

(c) lack of pre-purchase disclosure about product suitability for individuals with specific health or medical conditions; and

(d) presenting "usual" prices alongside promotional prices that were not genuinely "usual".

10.30 OSIM removed the offending materials, strengthened suitability disclosures both online and in-store, ensured its promotions reflected actual discounts and agreed to implement an internal compliance policy.

10.31 The case reflects how consumer protection is enforced at all levels in Singapore, from advertisement claims to point-of-sale dialogue. It is also evident from the decision that violations can be established where the acts are direct or indirect. On the latter, the fact that implied claims were evidently conveyed through the use of logos or seals was unacceptable; such claims are policed as strictly as explicit statements.

(b) False standards and ratings

10.32 The fact of implied claims being made was also found to exist in a subsequent case investigated by CCS.[23] It found that a mattress brand had used certain logos and a Trustpilot rating on its website in a manner

22 Competition and Consumer Commission of Singapore, "CCCS Raises Concerns With OSIM's Production Information Transparency and Pricing", investigation (13 February 2025) <https://www.ccs.gov.sg/case-register/public-register/consumer-protection--fair-trading-/cccs-raises-concerns-with-osim-s-product-information-transparency-and-pricing-266> (accessed 4 June 2026); Competition and Consumer Commission of Singapore, "CCCS Raises Concerns With OSIM's Product Information Transparency and Pricing", media release (13 February 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-raises-concerns-with-osim-s-product-information-transparency-and-pricing/> (accessed 4 June 2026).

23 Competition and Consumer Commission of Singapore, "CCS Warns Operators of Hotel Bed Company for Misleading Use of Logos and Trustpilot Rating", investigation (20 November 2025) <https://www.ccs.gov.sg/case-register/public-register/consumer-protection--fair-trading-/ccs-warns-operators-of-hotel-bed-company-for-misleading-use-of-logos-and-trustpilot-rating/> (accessed 4 June 2026); Competition and Consumer Commission of Singapore, "CCS Warns Operators of Hotel Bed Company for Misleading Use of Logos and Trustpilot Rating", media release (20 November 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/

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that was misleading to consumers. Specifically, the brand displayed logos with statements such as "Hospitality Standards", creating the false impression of official industry standards where none existed, and falsely displayed a 4.5-star Trustpilot rating. The logos and ratings had been created by the brand's former owner, H&S Pte Ltd. The new owner, Adcasa Pte Ltd, did not verify the accuracy of the logos and ratings after acquiring the business and continued to display them.

10.33 CCS issued warnings to both H&S Pte Ltd (for initiating the conduct) and Adcasa Pte Ltd (for continuing it), highlighting that both the initiation and continuation of misleading conduct are enforceable. For transactional lawyers, this case elevates the importance of consumer-law due diligence in mergers and acquisitions. Acquirers who fail to audit and cleanse inherited marketing claims risk liability for existing non-compliances.

(c) Misleading website features: unsolicited items and fake urgency cues

10.34 CCS took action against two retailers of consumer electronics and home appliances for unfair trade practices.[24] The first retailer had automatically added unsolicited items to consumers' shopping carts, while the second had pressured consumers into purchases using fake countdown timers, misleading stock indicators, unsubstantiated shortage claims, and inflated discounts. These are typical steps taken by retailers to apply pressure on potential consumers.

10.35 The parties ceased the practices and provided undertakings. CCS treated these interface design choices as claims capable of misleading the average consumer, and required that they be substantiated, neutral in presentation, and aligned with genuine availability and pricing. CCS provided guidance that consumers must agree to purchases before checkout, add-on disclosures must be clear, and countdown timers and stock indicators must reflect genuine timelines and availability.

10.36 In like vein, CCS investigated Agoda Co Pte Ltd over design features of its Singapore website and mobile application relating to

announcements-and-media-releases/ccs-warns-operators-of-hotel-bed-company-for-misleading-use-of-logos-and-trustpilot-rating/> (accessed 4 June 2026).

24 Competition and Consumer Commission of Singapore, "CCS Takes Action Against Courts and PRISM+ for Misleading Website Features", media release (8 December 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/ccs-takes-action-against-courts-and-prism--for-misleading-website-features/> (accessed 4 June 2026).

accommodation search and booking services, including the presentation and ranking of search results, misleading label use and countdown timers.[25] Agoda Co Pte Ltd voluntarily provided an undertaking and co-operated with CCS to make the necessary changes. CCS highlighted that user interface features which may mislead consumers can constitute unfair trade practices, and that businesses should design interfaces to present options in a clear and neutral manner.

(d) Artificial intelligence-generated fake reviews: Quantum Globe Pte Ltd

10.37 On 3 July 2025, Quantum Globe Pte Ltd admitted, following a CCS investigation, to posting fake five-star reviews on its Sgcarmart.com business page for two years and using ChatGPT to generate customised review content based on services provided to customers. Quantum Globe Pte Ltd gave an undertaking to stop posting fake reviews, set up a feedback channel, notify affected customers, publish notices acknowledging past misconduct, and remove any reviews verified to be fake within eight working days.[26]

10.38 This was the first case involving both a third-party platform and the use of AI to create fake reviews. CCS emphasised that posting fake reviews would mislead consumers and disadvantage honest competing businesses, and that AI does not change first principles under the Consumer Protection (Fair Trading) Act 2003[27] ("CPFTA").

(e) Brick and mortar misleading practices and fake urgency claims

10.39 On 11 August 2025, CCS obtained court orders from the District Court against several immigration consultancy businesses

25 Competition and Consumer Commission of Singapore, "CCCS Raises Concerns Over Problematic Features On Agoda's Website", media release (16 June 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-raises-concerns-over-problematic-features-on-agoda-s-website/> (accessed 4 June 2026).

26 Competition and Consumer Commission of Singapore, "Action Taken Against Lambency Detailing for AI-Generated Fake Reviews On Sgcarmart.com", investigation (3 July 2025) <https://www.ccs.gov.sg/case-register/public-register/consumer-protection--fair-trading-/action-taken-against-lambency-detailing-for-ai-generated-fake-reviews-on-sgcarmart-com/> (accessed 4 June 2026); Competition and Consumer Commission of Singapore, "Action Taken Against Lambency Detailing for AI-Generated Fake Reviews On Sgcarmart.com", media release (3 July 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/action-taken-against-lambency-detailing-for-ai-generated-fake-reviews-on-sgcarmart-com/> (accessed 4 June 2026).

27 2020 Rev Ed.

for misleading consumers regarding the urgent need to apply for Singapore permanent residency and guaranteeing the success of applications. Cheng Yong Teck ("Cheng") was found responsible for directing the operations and personally implementing the misleading practices, including personally writing scripts for staff, monitoring sales tactics through closed-circuit television (CCTV) and implementing a reward-and-punishment method. While one business was being investigated, Cheng continued to operate through other businesses to evade detection. The District Court ordered cessation, publication in major newspapers, mandatory consumer notifications before contracting, and notification to CCS of structural changes.[28] This was CCS's first court action against a person who used new business entities to evade detection of unfair trade practices, signalling a readiness to pierce corporate veils where a controlling mind engineers unfair practices.

10.40 CCS commenced investigations into companies operating hair salons under the "HairFun" brand, following a raid on 2 October 2024, exercising powers under the CPFTA to obtain information and documents. The Consumers Association of Singapore had received complaints concerning sales tactics that targeted elderly consumers, concealed payment amounts, charged significantly higher prices without prior agreement, and billed consumers for unwanted treatments. CCS found that the HairFun companies had engaged in unfair trade practices by misleading consumers, particularly the elderly, about the necessity of treatment packages and charging them for expensive services and packages that they had not asked for. The companies and their directors admitted to the practices and undertook to refund affected consumers, cease all unfair trade practices, co-operate in resolving complaints, and provide customers with a cooling-off period for prepaid packages.[29]

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28 The Competition and Consumer Commission of Singapore made an application to court under Pt 3A of the Consumer Protection (Fair Trading) Act 2003 (2020 Rev Ed). Competition and Consumer Commission of Singapore, "CCCS Secures Court Orders Against Immigration Consultancy Businesses for Misleading Practices", investigation (11 August 2025) <https://www.ccs.gov.sg/case-register/public-register/consumer-protection--fair-trading-/cccs-secures-court-orders-against-immigration-consultancy-businesses-for-misleading-practices/> (accessed 4 June 2026); Competition and Consumer Commission of Singapore, "CCCS Secures Court Orders Against Immigration Consultancy Businesses for Misleading Practices", media release (11 August 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-secures-court-orders-against-immigration-consultancy-businesses-for-misleading-practices/> (accessed 4 June 2026).

29 Competition and Consumer Commission of Singapore, "Hair Salons Admit to Unfair Trade Practices Targeting Elderly", investigation (4 June 2025) <https://www.ccs.gov.sg/case-register/public-register/consumer-protection--fair-trading-/hair-salons-admit-to-unfair-trade-practices-targeting-elderly/> (accessed 4 June 2026); Competition and Consumer Commission of Singapore, "CCCS Commences

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(f) Jail sentence for non-compliance with court orders

10.41 On 19 May 2025, the High Court upheld the District Court's decision to impose a jail sentence on Kaiden Cheng, the managing director of the Nail Palace entities, for failing to comply with court orders in relation to unfair practices under the CPFTA. CCS had earlier obtained court orders requiring the entities to publish details of declarations and injunctions in major newspapers and to notify consumers and obtain written acknowledgements before entering into sales contracts. When the entities failed to comply, CCS commenced contempt proceedings. The High Court reduced Kaiden Cheng's jail term from four months to three months on account of partial compliance with earlier publication orders, but stressed that a jail sentence was warranted given the "persistent disregard of court orders" and the "substantial and irremediable prejudice" caused to consumers.[30] This decision establishes a clear deterrent precedent: directors who control non-compliance risk personal custodial consequences.[31]

(2) Policy changes and guidelines

(a) Guide on product claims

10.42 On 6 October 2025, CCS published a guide to help businesses make clear and accurate product claims, developed in response to greenwashing concerns and recent enforcement actions. The guide sets out five key principles, namely that claims should be:

Investigations With Unannounced Visits to HairFun Salons for Suspected Unfair Trade Practices", media release (2 October 2024) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/hair-salons-admit-to-unfair-trade-practices-targeting-elderly/> (accessed 4 June 2026).

30 Competition and Consumer Commission of Singapore, "High Court Rejects Attempt By Nail Palace Managing Director to Replace Jail Sentence With a Fine", media release (19 May 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/high-court-rejects-attempt-by-nail-palace-managing-director-to-replace-jail-sentence-with-a-fine/> (accessed 4 June 2026).

31 Competition and Consumer Commission of Singapore, "Nail Palace Entities and Their Managing Director Found Guilty of Contempt of Court", investigation (10 September 2024) <https://www.ccs.gov.sg/case-register/public-register/consumer-protection--fair-trading-/nail-palace-entities-and-their-managing-director-found-guilty-of-contempt-of-court/> (accessed 4 June 2026); Competition and Consumer Commission of Singapore, "Nail Palace Entities and Their Managing Director Found Guilty of Contempt of Court", media release (10 September 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/nail-palace-entities-and-their-managing-director-found-guilty-of-contempt-of-court/> (accessed 4 June 2026). See the decision of the General Division of the High Court in *Nail Palace (BPP) Pte Ltd v Competition and Consumer Commission of Singapore* [2024] 3 SLR 923.

(a) true and accurate;

(b) clear and easily understood;

(c) meaningful;

(d) accompanied by material information; and

(e) supportable by evidence.

10.43 The guide provides practitioners with a practical benchmark against which to pre-clear creative content and sales scripts, embedding substantiation obligations into everyday marketing workflows.[32]

(b) Unit pricing pilot

10.44 On 15 March 2025, CCS announced a collaboration with major supermarket operators to pilot the display of unit prices for selected grocery items, aiming to help consumers compare product prices across different brands and package sizes. The pilot underscores CCS's commitment to addressing "shrinkflation", which is a practice of reducing product quantity while maintaining the same price.[33]

(c) Artificial intelligence markets toolkit

10.45 On 24 September 2025, CCS launched its AIM Toolkit in collaboration with IMDA. The AIM Toolkit is a voluntary self-assessment tool to help businesses evaluate their AI models and practices for compliance with competition and consumer protection laws. The toolkit comprises self-assessment process checks (categorised by principles of pro-competitive algorithms, accessibility, flexibility, fairness, transparency, diversity, accountability, and accuracy) and technical tests allowing businesses to upload AI models to assess their explainability and fairness.[34] The AIM Toolkit demonstrates CCS's focus on the responsible use of AI in commercial applications.

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32 Competition and Consumer Commission of Singapore, "Guide on Quality-Related Claims" (last updated 6 October 2025) <https://www.ccs.gov.sg/consumer-protection/legislation-and-guidelines/guide-on-quality-related-claims/> (accessed 4 June 2026).

33 Competition and Consumer Commission of Singapore, "Unit Pricing to Be Piloted at Major Supermarkets in Singapore", media release (15 March 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/unit-pricing-to-be-piloted-at-major-supermarkets-in-singapore/> (accessed 4 June 2026).

34 Competition and Consumer Commission of Singapore, "ASEAN Charts New Era for Region's Economic Resilience", media release (24 September 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/asean-charts-new-era-for-region-s-economic-resilience/> (accessed 4 June 2026).

(d) Enhanced e-commerce guidelines (Technical Reference 76)

10.46 On 26 September 2025, CCS announced enhancements to Technical Reference 76 on guidelines for e-commerce transactions ("TR 76") to address emerging challenges in Singapore's e-commerce market. The enhancements include:[35]

(a) providing guidance on displaying product listing information accurately;

(b) making terms and conditions readily accessible;

(c) addressing fake reviews and misleading user interfaces;

(d) engaging merchants fairly;

(e) promoting transparency;

(f) providing effective dispute resolution;

(g) providing guidance on the appropriate use of automated tools and AI; and

(h) enhanced anti-scam measures.

10.47 CCS has identified e-commerce as a key area of focus.

VI. Product safety

10.48 As of 1 July 2025, the consumer product safety and legal metrology functions previously administered by Enterprise Singapore were transferred to CCS.[36] This means that CCS now has oversight over matters relating to fair trading practices, consumer product safety requirements, and weights and measures compliance. All existing regulatory requirements, registrations, and certificates remain valid and enforceable under CCS's authority. This consolidation advances CCS's efforts to ensure well-functioning markets and provides it with a fuller set of tools to strengthen market integrity,

35 Competition and Consumer Commission of Singapore, "Enhanced E-commerce Guidelines to Safeguard Consumer Trust and Foster Competitive E-commerce Market", media release (26 September 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/enhanced-e-commerce-guidelines-to-safeguard-consumer-trust-and-foster-competitive-e-commerce-market/> (accessed 4 June 2026).

36 Competition and Consumer Commission of Singapore, "CCCS Expands Consumer Protection Mandate", media release (30 June 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/cccs-expands-consumer-protection-mandate/> (accessed 4 June 2026).

and will likely result in CCS becoming even more active in consumer protection investigations.

10.49 In keeping with this, following a market surveillance exercise, CCS's Consumer Product Safety Office uncovered safety issues in baby cots, strollers, and children's jewellery purchased online, with a majority of sample products failing to meet applicable product safety standards under the Consumer Protection (Consumer Goods Safety Requirements) Regulations 2011.[37] CCS worked with e-commerce platforms and online retailers to remove non-compliant products. Under Singapore law, suppliers must ensure products meet applicable international safety standards, and failure to comply with directions to stop selling unsafe products may result in a fine not exceeding S$10,000 and/or imprisonment not exceeding two years.

10.50 CCS and the National Environment Agency conducted a study into Singapore's household appliance industry and issued guidance addressing four key areas:[38]

(a) safeguarding consumers' ability to seek repair services from alternative providers by ensuring access by independent repairers to essential repair inputs;

(b) enhancing consumer understanding of warranty information;

(c) providing reliable durability information from accredited third-party testing; and

(d) making accurate and substantiated green claims supported by credible evidence.

37 Competition and Consumer Commission of Singapore, "CCS Warns Consumers About Safety Risks When Buying Baby Products and Children's Jewellery Online", media release (13 November 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/ccs-warns-consumers-about-safety-risks-when-buying-baby-products-and-children-s-jewellery-online/> (accessed 4 June 2026).

38 Competition and Consumer Commission of Singapore, "CCS Issues Guidance On Household Appliance Repair Services to Safeguard Competition and Consumer Choice", media release (10 November 2025) <https://www.ccs.gov.sg/media-and-events/newsroom/announcements-and-media-releases/ccs-issues-guidance-on-household-appliance-repair-services-to-safeguard-competition-and-consumer-choice/> (accessed 4 June 2026).

VII. Conclusion

10.51 A review of the cases reflects that CCS remains a sophisticated competition and consumer protection regulator which has become more assertive. Its enforcement philosophy is interventionist where necessary but permissive where possible, grounded in evidence-based analysis, proportionate in remedy design, and committed to ongoing accountability.

10.52 Businesses operating in Singapore should proactively review their competition and consumer protection compliance frameworks, with particular attention to procurement practices, information exchanges with competitors, merger filing triggers, online marketing and pricing claims, and the use of AI in commercial applications.