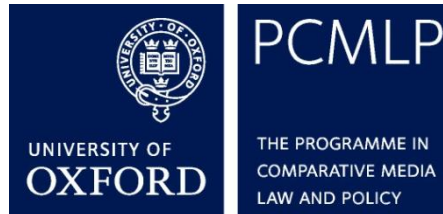


**PRICE MEDIA LAW MOOT COURT COMPETITION**  
**INTERNATIONAL ROUNDS**  
**COMPILED CLARIFICATION QUESTIONS AND ANSWERS**  
**2013/2014 COMPETITION YEAR**



THON SANG AND HIS BLOG

- 1. Does Thon Sang make any profit from his blog on the Centiplex platform? Do users have to pay to access the blog?**

*Ans: Sang's blog does not generate any direct revenue for him. Paragraph 7 of the Case states that the ad revenue goes to Centiplex. Like all blogs hosted on the centiblog platform, Sang's blog is publicly accessible and does not require either payment or registration in order to access its contents.*

- 2. What is the average income of Sang per month?**

*Ans: Sang's position as a programmer earns him approximately 160,000 MHD per month, which places him at about the 75th percentile for per capita income in Mhugan. Sang does not have any other significant source of income.*

- 3. Is the small software company where Sang works a private company, a public company or a mixed investment? Is Sang a civil servant or a private sector employee?**

*Ans: The Company that Sang works for is a private company, and Sang is a private-sector employee.*

RHO AND HIS PERSONAL DEALINGS

- 4. Does Rho have any history of divulging private details to the public?**

*Ans: While Rho regularly appears in public and on various media, he has generally tried to avoid discussing his personal or family life in public.*

- 5. Is Rho's IP address static?**

*Ans: Rho uses a variety of Internet service providers, all of whom use dynamic IP addresses.*

## THE VOICEMAIL, ITS INTERCEPTION AND POSTING ON THE BLOG

**6. Which procedures did Sang engage to verify the reliability of the voicemail content provided by John Doe?**

*Ans: Sang did not take any steps to verify anything about the voicemail or about his source's story concerning how the voicemail was obtained.*

**7. Was Sang aware of the circumstances, under which the source obtained a recording voicemail of Rho's friend from the very beginning, when he received information from a source and put it to the blog?**

*Ans: Sang's source informed him of the circumstances described in Paragraph 13 of the Case at the time that the source initially sent the recording to Sang.*

**8. By what means was the recorded voicemail sent to Sang by his anonymous source (paragraph 13)?**

*Ans: The source sent the recorded voicemail to Sang by email.*

**9. In paragraph 9 of the Case, it is said that Sang "posted" the voicemail to his blog. Did he actually upload the voicemail or just a post describing the content of the voicemail?**

*Ans: Sang uploaded a sound file containing the actual voicemail itself, and did not merely describe the voicemail message.*

**10. Is the material referred to in paragraph 12 of the Case still available on Sang's blog?**

*Ans: Yes. The relevant material is still available on Sang's blog.*

**11. Did Aklamit already hear the voicemail before the anonymous source accessed it?**

*Ans: Aklamit had not yet accessed the voicemail when it was accessed and copied by Sang's source.*

**12. Did Sang's calls to boycott Rho in paragraph 9 have any actual effect on Rho's reputation and revenue?**

*Ans: The effect of this controversy on Rho's reputation is unknown. Rho asserts that Sang's postings have negatively affected sales of his music, but this claim has not been independently verified.*

## THE WIRETAP ACT

**13. Does "intentionally" as used in the Act (paragraph 14) extend to interception only, or to both interception and obtaining unauthorised access?**

*Ans: In the Mhuganian Wiretap Act, "intentionally" modifies both "intercept" and "obtain unauthorized access."*

**14. Is there any other condition under Mhuganian law that needs to be fulfilled (apart from the plaintiff being "likely to succeed") for a court to order a provisional remedy in a civil suit?**

*Ans: There are no further conditions beyond those specified in the Case for the issuance of the provisional remedy described in paragraph 15.*

**15. With regard to the search engine order under the Wiretap Act as per paragraph 15 of the Competition Case, does the effect of de-indexation of the search results on the first page imply a cascading effect of the search results on the second page (that it would move to the first page) thereby leading to the de-indexation of the same?**

*Ans: The law does not specify how the search engine should comply with the order. It would violate the order, however, to replace one search result that is prohibited from appearing on the first page of search results with another such prohibited search result.*

**16. Does "de-indexing" within the meaning of the Wiretap Act means that a web page shall be removed only from the first page of search engines search results (i.e., be moved down in the search list to the second search result page) or does "de-indexing" within the meaning of the Wiretap Act means that the relevant web page shall be removed from the search engines index and thus shall not appear on any of the pages of the search results?**

*Ans: The use of the word "de-indexing" in Paragraph 15.b is not a direct quote from the Wiretap Act. The word is not a statutorily defined term, and, as used in the Case, it should be given its ordinary meaning.*

#### THE SEARCH PRIVACY ACT

**17. What does "initial transfer by the search engine" in paragraph 19(c) mean?**

*Ans: The phrase "initial transfer by the search engine" refers to any transfer of the relevant information by the search engine on which the search queries were initially run.*

**18. What activities fall within the scope of "the search engine's ordinary course of business" as stated in paragraph 19(d)?**

*Ans: The phrase is not explicitly defined in the Act. The Mhugan Supreme Court did not rely upon any particular interpretation of this phrase in upholding the validity of the Search Privacy Act under Mhuganian law.*

**19. Why does the Search Privacy Act not apply to non-sale transfers?**

*Ans: The Act does not state the motivation or purpose behind any particular provision of the Act.*

**20. Does the "initial transfer" envisaged in clause (c) of the 2013 Search Privacy Act (paragraph 19) have to be a "sale" as under the Act?**

*Ans: A search engine is only liable under the Act if it "sells" the relevant information. Once the search engine has transferred the information to another party,*

*regardless of whether this transfer is a sale, that other party is not liable for any subsequent transfers of the information.*

**21. Does the Search Privacy Act (to be implemented from May 2014) have any retrospective effect?**

*Ans: The Search Privacy Act applies only prospectively to search queries made on or after the May 1, 2014 effective date.*

**22. Was there any other incident similar to the incident with Rho prompting the introduction of the Act or was the 2013 Search Privacy Act based solely on the incident with Rho?**

*Ans: Rho is not unique in having had his search queries compiled by Dexian or similar information services companies. The extent to which Mhuganian citizens' search queries have been compiled, accessed, and/or sold is not known, although it is widely assumed that the transfer of information from Centiplex to Dexian described in Paragraph 6 of the Case applies to most, if not all, of Centiplex's search query information. There have not been any other high-profile cases of search queries of Mhuganian citizens being publicly revealed.*

**23. How are the statutory damages for breach of the Search Privacy Act (Paragraph 19 f) determined?**

*Ans: Statutory damages are determined by the court, within a range set by the Act from 10,000 to 50,000 MHD per incident per plaintiff.*

**24. Which Mhuganian laws (other than the Search Privacy Act) or international laws binding to Mhugan, if any, apply to "subsequent transfers" of information (i.e. persons search queries together with any other identifier)?**

*Ans: The Search Privacy Act was the first Mhuganian law to regulate search queries as such. Prior laws, such as, for example, the Wiretap Act, defamation laws, and intellectual property laws, may have incidentally regulated certain search queries or results, but only ones containing particular content. The precise contours of all of the different laws that might apply to a disclosure or transfer of information in Mhugan are beyond the scope of this Competition.*

OTHER APPLICABLE LAW IN MHUGAN

**25. Is the Constitution of Mhugan the superior law of Mhugan?**

*Ans: The Constitution of Mhugan is the highest law of the land. The precise contours of the Constitution of Mhugan are purely matters of domestic law and are beyond the scope of the arguments to be made before the Universal Court.*

**26. Does Mhuganian Law provide domestic remedies for international legal violations and does it make provision for conflicts between domestic law and international law?**

*Ans: Mhugan is a member of the United Nations and a signatory of the Universal Declaration of Human Rights, and thus, Mhugan is subject to the jurisdiction of*

*the fictional Universal Court of Human Rights, as stated in the Competition Rules. The extent to which Mhuganian law directly implements international law is purely a matter of domestic law and is beyond the scope of this Competition.*

**27. Does Mhugan have comprehensive legislation on eavesdropping in criminal law?**

*Ans: Competitors should rely solely on the legislative texts as given in the Competition Case and any Clarifications to those texts.*

**28. Does Mhuganian Law incriminate the actions Rho is accused of committing?**

*Ans: Beating or other physical violence is illegal under Mhuganian law, including when done by a husband against his wife.*

**29. What is the law on defamation and libel in the Republic of Mhugan?**

*Ans: The Republic of Mhugan does have laws on defamation and libel, but the precise contours of those laws are beyond the scope of this Competition.*

**30. Is spousal abuse a pressing social problem in Mhugan? Is it endemic?**

*Ans: Some Mhuganian citizens consider spousal abuse to be a pressing social problem in Mhugan; others do not. The extent of spousal abuse in Mhugan is not known.*

CENTIPLEX CORPORATION AND ITS OPERATIONS

**31. How much of its revenue, by means of advertisement support or otherwise, does Centiplex derive from its search engine operations and how does this compare to revenues from its other undertakings?**

*Ans: Centiplex derives approximately 40% of its revenues from its search engine and related search products. Its social networking service and email service each account for another 20%, primarily through advertising revenue. The remainder is split among its other services, again primarily through advertising revenue.*

**32. How much of its revenue does Centiplex derive from its sale of information to Dexian?**

*Ans: Centiplex and Dexian primarily contract with each other to exchange data, rather than either party paying the other in cash. The value of these data exchanges in dollars is difficult to determine. Occasionally, either Centiplex or Dexian will make a small cash payment to the other, but such payments account for substantially less than 1% of Centiplex's revenues.*

**33. Does Centiplex have any policies regarding user data retention?**

*Ans: Centiplex has not publicly disclosed any data retention policies. Whether it has an internal data retention policy is not known.*

**34. According to paragraph 6 of the Case, Centiplex is a Dexian client Dexian and buys data from, and sells data to Dexian; and paragraph 10 says that Sang bought Rho's profile from Dexian. Considering that Dexian has the function of collecting data (not originating), that Centiplex runs a social networking service, and the information above, is the origin of Rho's profile Centiplex Corporation?**

*Ans: Profiles purchased from Dexian do not state the origin of any particular parts of those profiles.*

**35. Do Dexian and Centiplex collect personal data with the consent of the owners or do they take it from public sources?**

*Ans: Dexian makes every effort only to collect personal data when it would be lawful to do so. Where a jurisdiction does not require consent to collect particular personal data, Dexian might collect such data without having obtained the prior consent of the individual to whom the data relates. Centiplex collects data in accordance with its published Terms of Service.*

**36. What are Centiplex's "terms of use" in the services it offers?**

*Ans: Some aspects of Centiplex's Terms of Service are already described in the Case. Complete copies of those Terms of Service are beyond the scope of the Case.*

**37. Does a user of the Centiplex search engine need to acknowledge the Centiplex Terms of Service before having access to the search engine?**

*Ans: The Terms of Service for the Centiplex search website state that use of the website signifies the user's acceptance of those Terms; however, users are not required to view the Terms of Service in order to access either the search website or search results.*

**38. Under its Terms of Service, does Centiplex, as a blog platform provider, have any influence on the content published by an individual blogger?**

*Ans: In its Terms of Service, Centiplex reserves the right to remove any content that it hosts, at its sole discretion.*

**39. Is Centiplex a private sector company with no Government ownership of shares?**

*Ans: Centiplex is a purely private company, with no Government ownership of shares.*

**40. What algorithm does Centiplex use for indexing the pages for its search engine? (Is it a link analysis algorithm (page rank algorithm as termed by Google) or a keyword based system?)**

*Ans: Centiplex does not disclose the algorithms it uses, and it claims such information to be a trade secret.*

**41. Is the transfer of information about search queries from Centiplex's search engine division to its social networking service classified as a sale/transfer of a disclosure incidental to Centiplex's ordinary course of business?**

*Ans: The Search Privacy Act uses the phrase "search engine's ordinary course of business" without explicitly defining it. The Mhugan Supreme Court did not rely upon any particular interpretation of this phrase in upholding the validity of the Search Privacy Act under Mhuganian law.*

## MHUGHANIAN COURT PROCEEDINGS

**42. Which Mhuganian statutory and/or Constitutional provisions did Centiplex rely on in the course of proceedings challenging the Search Privacy Act?**

*Ans: The validity of the Search Privacy Act under the laws and constitution of Mhugan is a question purely of domestic law that has been conclusively determined by the Mhugan Supreme Court. The precise contours of those laws are beyond the scope of the arguments to be made before the Universal Court of Human Rights in this Competition.*

**43. Did Rho sue Sang for defamation and if so, what was the outcome of that proceeding?**

*Ans: Rho did not sue Sang for defamation.*

**44. What was the extent of “the appearance” made by Centiplex in Rho’s case against Sang as noted in paragraph 17?**

*Ans Centiplex applied for and was granted leave to become a party in the case, for purposes of challenging the order against it.*

**45. How did Centiplex comply with the order against it in a way as to ensure that no third party will be affected?**

*Ans: In complying with the Wiretap Act order entered against it, Centiplex did not consider how its compliance would affect third parties.*

**46. Was the subpoena served to Centiplex granted under any legislation?**

*Ans: In general, Mhuganian law permits litigants to subpoena third parties in order to obtain information relevant to the lawsuit, at least in the absence of an applicable privilege.*

**47. What specific Mhuganian law is the court referring to in paragraph 18 line 5?**

*Ans: The reference to “Mhuganian law” in Paragraph 18, line 5 is to the overall body of law in Mhugan. The relevant specific statute is described in the remainder of the paragraph.*

## THE JURISDICTION AND PROCEDURAL RULES OF THE UNIVERSAL COURT OF HUMAN RIGHTS

**48. Is the Universal Court of Human Rights competent to rule on the validity of the 2013 Search Privacy Act?**

*Ans: The Universal Court of Human Rights is competent to rule on the validity of the 2013 Search Privacy Act under the Universal Declaration of Human Rights. The validity of the Act under Mhuganian law has been conclusively determined by the Mhugan Supreme Court and is not before this Court.*

**49. As the Universal Court is a fictitious forum, under which instrument will the procedure of the court be determined? Can we assume that the procedure is like that of the International Court of Justice governed by the ICJ Statute?**

*Ans: The procedures of the fictitious Universal Court of Human Rights are not relevant to the Case, except insofar as they have been specified in the Competition Rules.*

#### APPLICABLE LAW BEFORE THE UNIVERSAL COURT

**50. Can other laws like the law of contracts be used in course of the arguments or do the arguments have to be confined to the law of human rights?**

*Ans: While the law of contracts may be relevant to your arguments, your arguments should ultimately be grounded in rights enshrined in the Universal Declaration of Human Rights, as stated in the Competition Rules.*

**51. Is Mhugan a member of any international organization such as UN, Council of Europe and did it signed and/or ratified all the treaties of organization?**

*Ans: Mhugan is a member of the United Nations and a signatory of the Universal Declaration of Human Rights, and thus, Mhugan is subject to the jurisdiction of the fictional Universal Court of Human Rights, as stated in the Competition Rules. Mhugan's membership in other international organizations and its status with respect to other international treaties are beyond the scope of this Competition.*