

COMPETITION TRIBUNAL

IN THE MATTER OF the Competition Act, R.S.C. 1985, c. C-34 (the “**Act**”);

AND IN THE MATTER OF an application by Rave Inc. (“Rave”) for an order pursuant to section 103.1 of the Act granting leave to bring an application under sections 75 and 79 of the Act;

AND IN THE MATTER OF an application by Rave for an order pursuant to sections 75 and 79 of the Act.

B E T W E E N:

RAVE INC.

Applicant

and

APPLE CANADA INC. and APPLE INC.

Respondents

PROPOSED NOTICE OF APPLICATION

(Pursuant to sections 75 and 79 of the *Competition Act*)

TAKE NOTICE THAT:

1. The Applicant, will make an application to the Competition Tribunal (the “Tribunal”) pursuant to section 103.1 of the Competition Act (the “Act”) for:

- (a) An order pursuant to sections 75(1) and 75(1.2) of the Act:
 - (i) directing the Respondents to reinstate the Applicant’s access to the App Store and the Apple Developer Program, including the ability to distribute the Rave application through the App Store and maintain a developer account, on terms and conditions that are usual in the trade and acceptable to the Tribunal;
 - (ii) directing the Respondents to reinstate the Applicant’s macOS developer certificates, and refrain from falsely identifying the Rave application as “malware” and blocking it, such that macOS users can once again install and use the Rave application, on terms and conditions that are usual in the trade and acceptable to the Tribunal;
 - (iii) prohibiting the Respondents from refusing to supply, discontinuing supply of, or otherwise denying access to the App Store distribution platform and related developer services to the Applicant on arbitrary, discriminatory, pretextual, or otherwise unjustified grounds;
 - (iv) requiring the Respondents to process and approve applications, updates, and developer account credentials submitted by the Applicant in accordance with fair, transparent, and non-discriminatory review processes; and

- (v) requiring the Respondents to pay an amount, not exceeding the value of the benefit derived from the conduct, to be distributed among the Applicant and any other person affected by the conduct, in any manner that the Tribunal considers appropriate.
- (b) An order pursuant to subsections 79(1), 79(2), 79(3.1) and 79(4.1) of the Act:
- (i) declaring that the Respondents substantially or completely control the market for smartphone software platforms; (ii) the market for the distribution of iOS applications; (iii) the market for payment processing for in-app purchases on iOS; and (iv) the market for streaming co-viewing applications;
 - (ii) declaring that the Respondents have engaged in a practice of anti-competitive acts, including but not limited to:
 - (1) terminating the Applicant's access to the App Store and Apple Developer Program;
 - (2) selectively enforcing App Store policies and review processes against the Applicant;
 - (3) denying the Applicant access to essential platform services required to distribute and maintain its application on iOS devices;

- (4) removing or excluding Rave from the App Store other than on the basis of legitimate, consistently applied, objectively justified, and non-discriminatory grounds; and
 - (5) excluding or disciplining applications that compete with Apple's own services, including Apple's SharePlay functionality.
- (iii) prohibiting the Respondents from continuing to engage in the anti-competitive practice described herein or any substantially similar conduct that has the purpose or effect of excluding or disciplining competing applications;
 - (iv) requiring the Respondents to reinstate the Applicant's developer account and restore the Applicant's access to the App Store distribution platform and reinstate the Applicant's macOS developer certificates, subject to reasonable and non-discriminatory terms;
 - (v) alternatively or additionally, requiring the Respondents to implement non-discriminatory platform access conditions, including transparent and objective App Store review procedures and safeguards against discriminatory enforcement against competing applications;
- (c) An order pursuant to subsection 79(4.1) of the Act requiring the Respondents to pay an amount not exceeding the value of the benefit derived from their anti-competitive conduct, to be distributed in such manner as the Tribunal considers appropriate;

- (d) An order pursuant to subsection 79(3.1) directing the Respondents to pay, in any manner that the Tribunal specifies, an administrative monetary penalty in an amount not exceeding the greater of:
- (i) \$25,000,000 (or, in the case of any subsequent order under subsection 79(1) or (2), \$35,000,000); and
 - (ii) three times the value of the benefit derived from the Respondents' anti-competitive practice, or, if that amount cannot be reasonably determined, 3% of the Respondents' annual worldwide gross revenues, which exceeds \$400 billion; or
 - (iii) such other amount as the Tribunal may determine to be appropriate within the limits prescribed by subsection 79(3.1) of the Act.
- (e) An interim or interlocutory order pursuant to sections 75(1.2) and 104 of the Act requiring the Respondents to reinstate the Rave application to the App Store and restore the Applicant's access to the Apple Developer Program, including reinstating the macOS developer certificates, pending the final disposition of this application, on the grounds that:
- (i) there is a serious issue to be tried in respect of each of the claims set out herein;
 - (ii) Rave will suffer irreparable harm if the interim order is not granted, including permanent loss of its iOS and macOS user base through natural attrition, accelerating degradation of cross-platform network effects,

inability to update or maintain the iOS application, ongoing harm to its reputation due to the false malware labelling, and destruction of Rave's commercial viability that cannot be remedied in damages alone;

(iii) the balance of convenience favours granting the interim relief, as the harm to Rave from non-reinstatement substantially exceeds any harm to the Respondents from interim reinstatement pending a hearing.

(f) An order for costs; and

(g) Such further and other orders as the Applicant may request and the Tribunal deems just.

AND TAKE NOTICE THAT:

2. The Applicant requests that this application be heard in English. The Applicant requests that documents for this application be filed in electronic form.

Dated this 7th day of May, 2026



John Mather

jmather@dmgadvocates.com

Tel: 416-238-2265

Lauren Baker

lbaker@dmgadvocates.com

Tel: 437-562-5236

Counsel for the Applicant, Rave Inc.

TABLE OF CONTENT

I. OVERVIEW	9
II. DEFINITIONS	10
III. BACKGROUND FACTS	12
A. The Applicant: Rave Inc.....	12
B. The Respondent: Apple Inc.....	13
C. The App Store	14
D. macOS Control.....	14
E. Apple’s “Walled Garden”	15
F. Apple’s Developer Agreements and App Store Policies.....	16
G. Success of Rave on App Store and macOS.....	17
H. Rave’s Cross-Platform Functionality and the iOS Lock-In Threat	17
I. Apple’s Development and Launch of SharePlay.....	18
J. Algorithmic Suppression of Rave’s App Store Growth (2021–2025).....	19
K. Rave’s History of Engagement with App Store Concerns	20
The 2023 Cooperative Enforcement Precedent	20
Rave’s CSAM Prevention Record	20
Apple’s Internal Review and Clearance of Rave	21
Apple’s Child Endangerment Concerns.....	21
Pretextual and Anti-Competitive Removal.....	22
Apple’s December 2025 Escalation	23
M. Impact of Apple’s Conduct.....	24
IV. RELEVANT MARKETS	25
A. The Market for Smartphone Software Platforms	25
B. The App Distribution Market.....	26
C. The Market for Payment Processing for In-App Purchases on iOS.....	27
D. Co-Viewing/Social Streaming Market	27

V. LEGAL CLAIMS	29
A. Refusal to Deal	29
Rave Is Substantially Affected in Its Business by the Refusal to Supply (s. 75(1)(a)).....	29
Rave Is Unable to Obtain Adequate Supplies of the Product Because of Insufficient Competition Among Suppliers (s. 75(1)(b))	29
Rave Is Willing and Able to Meet Apple’s Usual Trade Terms (s. 75(1)(c))	30
The Relevant Products Are in Ample Supply (s. 75(1)(d)).....	30
Apple’s Refusal Has Had and Is Likely to Continue to Have an Adverse Effect on Competition (s. 75(1)(e))	30
B. Abuse of Dominance	31
Abuse of Dominance Under Section 79(1)(b).....	31
Abuse of Dominance Under Section 79(1)(a)	33
Other Anti-Competitive Acts.....	35
VI. LOGISTICS	36

I. OVERVIEW

1. Rave Inc. (“**Rave**”) is a Canadian startup technology company that spent more than a decade building the world’s most popular co-viewing application (“**app**”).

1. Founded in Ontario, Rave has been downloaded more than 225 million times. Rave’s app enables users to watch Netflix, YouTube, Disney+, and other streaming content together in real time, across iPhones, Android phones, Windows computers, and Macs simultaneously. Friends and family can watch together remotely, regardless of what device or platform they use.

2. Rave was a Canadian success story until August 2025 when Apple unceremoniously deleted Rave from the App Store without notice or justification.

3. Apple wiping Rave from its ecosystem achieved two anti-competitive goals.

4. First, Apple eliminated a direct competitor. Apple operates its own co-viewing application, SharePlay, which is less functional than Rave. Second, in eliminating Rave, Apple deprived its users of an app that facilitated and promoted connection, engagement and networking with Android and Windows users. Rave’s cross-platform functionality is core to its value proposition. Friends and family can watch together no matter what device they use. Connecting smartphone users across platforms, however, is antithetical to Apple’s decades-long strategy to build a “walled garden” that confines Apple users within Apple’s platforms.

5. After wiping Rave from iPhones without notice, Apple refused to engage with Rave on the reasons for its removal. Apple provided a series of shifting and unsubstantiated justifications for its self-serving conduct.

6. At one point, Apple falsely accused Rave of failing to prevent the distribution of child sex abuse material (“CSAM”) on its app. Apple made this serious allegation despite its own internal investigation having confirmed and approved of Rave’s anti-CSAM measures, and despite Apple itself being the subject of legal action for knowingly allowing iCloud and other Apple apps to be used as a vehicle for distributing CSAM.

7. Apple’s unilateral action has devastated Rave’s business. Rave does not expect to survive without access to Apple users, and particularly iPhone users. Apple dominates Canada’s smartphone market with a 65% market share. Every day that Rave’s app is not available to Apple users, the harm to Rave compounds while Apple further entrenches SharePlay as the sole and dominant streaming co-viewing app.

8. Absent intervention, Apple will continue to use its dominance to eliminate Canadian entrepreneurial success stories like Rave.

II. DEFINITIONS

9. In this Notice of Application, the following terms have the following meanings:

- (a) “Act” means the Competition Act, R.S.C. 1985, c. C-34, as amended;
- (b) “Android” means the operating system owned by Google LLC which is designed primarily for touchscreen mobile devices like smartphones and tablets;
- (c) “App Store” means the two-sided platform administered by Apple through which iOS users can find and download Apps, and through which Developers can offer Apps to iOS users;

- (d) “Apple” means Apple Canada Inc. and Apple Inc., collectively;
- (e) “apps” means electronic applications developed to operate on iOS Devices using the iOS operating system;
- (f) “Canadian Apple Users” means persons resident in Canada who use iOS Devices or macOS Devices;
- (g) “CSAM” means Child Sexual Abuse Material;
- (h) “Co-Viewing/Social Streaming Market” means the market for applications and services that enable synchronized, real-time co-viewing of streaming content by geographically separated users, with integrated social or communication features;
- (i) “Developer” means an iOS app developer who distributes apps via the App Store or a macOS developer who distributes apps to macOS Devices;
- (j) “DPLA” means Apple’s Developer Program Licence Agreement, a standard-form contract of adhesion required of all Developers as a condition of accessing the App Store;
- (k) “iOS” means the operating system for iOS Devices, developed by Apple and used exclusively on its proprietary devices; for the purposes of this proceeding, iOS includes iPadOS, which since 2019 has been the operating system for iPads;
- (l) “iOS Device” means an iPhone or iPad that runs iOS;
- (m) “macOS” means the operating system for Apple laptops and computers, developed by Apple and used exclusively on its laptop and computer devices;

- (n) “macOS Device” means a laptop or computer that runs macOS;
- (o) “Rave” means Rave Inc., the Applicant; and
- (p) “Rave App” means the app developed by Rave for synchronized co-viewing of streaming content across digital platforms;
- (q) “SharePlay” means Apple’s native iOS feature for synchronized co-viewing of streaming content with integrated FaceTime audio and video communication, first released by Apple as part of iOS 15 in September 2021.

III. BACKGROUND FACTS

A. The Applicant: Rave Inc.

10. Rave is a Canadian technology company incorporated in 2013 under the name WeMesh Inc. and rebranded to Rave Inc. in 2017. Rave was founded by Michael Pazaratz, a Canadian medical doctor and software developer. Rave’s headquarters are in Waterloo, Ontario, and it operates with a team of approximately twelve employees.

11. Rave has never raised venture capital. It has operated as a self-sustaining, profitable business funded primarily through in-app advertising revenue, which grew 32% year-over-year in the fiscal year ending 2024. Rave was months from launching a subscription product projected to triple its annual revenue at the time of its removal from the App Store.

12. Rave develops and operates the Rave App, a mobile and web co-viewing application that enables geographically separated users to watch streaming content simultaneously in a

synchronized manner, with integrated real-time communication features, across iOS, Android, Windows, and macOS.

13. The Rave App's core technical capability is sub-frame synchronization of media playback, allowing users on different devices and networks to view the same frame at the same moment. Rave aggregates content from major streaming services — including Netflix, YouTube, Disney+, and Amazon Prime Video — into a single interface using each user's existing credentials. Among its features, the Rave App:

- (a) integrates real-time Voice-over-IP with dynamic audio balancing so that conversation and media playback coexist without interference;
- (b) provides real-time text translation enabling users across different languages to communicate seamlessly; and
- (c) maintains a persistent social graph comprising friend lists, public and private watch rooms, and direct messaging.

14. These capabilities constitute a cross-platform social infrastructure that is independent of any single operating system. Rave's cross-platform functionality is core to its value. Apple and Android users can stream content on Rave together.

B. The Respondent: Apple Inc.

15. Apple Inc. is a multinational technology company headquartered in Cupertino, California that designs, manufactures, and sells consumer electronics, operating systems, and digital services. Apple Canada Inc. is a wholly-owned subsidiary of Apple Inc. incorporated in Canada.

16. Apple launched the iPhone in the United States in 2007 and in Canada in 2008. The iPhone operates using Apple's proprietary mobile operating system, iOS, which Apple develops and controls exclusively. The iPhone currently holds approximately 65% of the mobile phone market share in Canada.

C. The App Store

17. On July 10, 2008, Apple launched the App Store, a digital distribution platform through which users can locate, download, and update software applications designed to operate on iOS devices. The App Store is pre-installed on every iPhone and iPad and is integrated directly into the iOS operating system.

18. From the outset, the App Store was the sole means by which Developers could distribute Apps to iOS users, and the sole means by which iOS users could find and download Apps produced by third-party Developers. Apple retains the unilateral ability to approve, reject, suspend, or remove applications from the App Store.

D. macOS Control

19. Apple computer and laptops do not have the iOS operating system. They operate on macOS. Apple computer and laptop users access programs and apps through either the Mac App Store or they can download the app directly from a developer. In the case of Rave, MacOS users could download the Rave App directly from the Rave website.

20. Apple exercises control over the use and distribution of applications on macOS devices. The Mac App Store has similar restrictions as the App Store. For applications downloaded outside

the Mac App Store, to operate on an Apple computer, the developer must obtain a certificate from Apple. Apple can revoke the certificate at its discretion, as occurred with Rave.

E. Apple's "Walled Garden"

21. Apple has deliberately designed its products and services to operate within an integrated and self-contained ecosystem that seamlessly weaves together Apple devices, Apple operating systems, and Apple digital services into a unified platform under Apple's exclusive control. Apple deliberately discourages interoperability with non-Apple devices and services.

22. Apple's integrated ecosystem is commonly called a "walled garden."

23. Apple enforces the walled garden on iOS through both technical and contractual restrictions.

24. Technically, iOS prevents the installation of native applications outside the App Store. Contractually, Apple requires developers to comply with the DPLA and App Store Review Guidelines as a condition of distribution.

25. Together, these restrictions make the App Store the exclusive and mandatory distribution channel for all native iOS applications. There is no alternative lawful means by which a Developer can distribute a native iOS App to Canadian iOS Users.

26. On macOS, Apple enforces the walled garden through its power to revoke developer certificates.

27. The walled garden on iOS is reinforced by significant switching costs and consumer lock-in. Consumers typically retain smartphones for several years and, over time, become embedded

within Apple's ecosystem through purchased applications, media libraries, iMessage and FaceTime networks, and familiarity with Apple's software environment. These factors make switching to another platform costly and inconvenient, which means developers must distribute through the App Store to reach iOS users rather than inducing users to migrate.

28. Apple's App Store Review Guideline 2.3.10 also prohibits developers from even referencing competing platforms within applications or metadata. In February 2021, Apple rejected a Rave update because Rave's onboarding screen depicted Android-shaped devices and its promotional materials displayed a "Get it on Google Play" badge. Rave was required to depict only iPhone-shaped devices and remove all cross-platform references — preventing Rave from communicating to iOS users the cross-platform capability that was its primary competitive differentiator from SharePlay. Apple enforced this restriction against Rave while simultaneously marketing SharePlay's Apple-ecosystem exclusivity as a premium feature.

29. Apple claims the walled garden furthers consumer privacy and security. Several alternative, less restrictive measures are feasible and effective without requiring exclusive distribution control. Apple's insistence on the walled garden maximizes Apple's revenue and competitive position.

F. Apple's Developer Agreements and App Store Policies

30. Developers seeking to distribute apps through the App Store must enroll in Apple's Developer Program and enter into the DPLA, a contract of adhesion drafted unilaterally by Apple on a take-it-or-leave-it basis. Developers must also comply with Apple's App Store Review Guidelines governing application content, functionality, and compliance with Apple's ecosystem rules. Apple inconsistently applies the DPLA and Review Guidelines among developers.

31. Applications must undergo Apple's App Review process before distribution, and with every subsequent update. Apple retains complete discretion over whether an application is approved, rejected, or removed, with no independent review process available to affected developers.

32. Apple's ongoing review for every update gives Apple a continuous mechanism of oversight through which it can delay critical updates, reject functionality that would benefit a competitor, or impose costs without equivalent application to its own first-party services.

33. Apple is therefore simultaneously the gatekeeper, regulator, and market participant in the iOS application ecosystem.

G. Success of Rave on App Store and macOS

34. Rave was first listed on the App Store in 2015. It has achieved over 225 million downloads globally, including approximately 73 million through Apple's App Store, and served more than one million daily active users with an average session length of approximately 1.5 hours prior to its removal.

H. Rave's Cross-Platform Functionality and the iOS Lock-In Threat

35. The Rave App's cross-platform architecture allows users on different operating systems to participate in the same viewing experience simultaneously.

36. The value of Rave's co-viewing service depends on the breadth of its accessible user base: because co-viewing requires all participants to access the same application, Rave's ability to serve as a cross-platform service depends on its availability on all major platforms, including iOS.

37. Rave’s cross-platform architecture has made it a threat to Apple, which targets super apps like Rave that facilitate cross-platform use.

38. By enabling seamless cross-platform social experiences, Rave lowers the switching costs for consumers between iOS and other device ecosystems. An iPhone user can watch a movie with her cousin that uses an Android. Rave provides an escape from the social isolation Apple engineers.

39. Apple has identified super apps like Rave as a competitive threat, as exemplified in Apple’s own internal email correspondence.

40. One of many notable admissions came from Craig Federighi, Apple’s SVP of Software Engineering. When an employee suggested bringing iMessage to Android to improve user experience, Federighi responded: “iMessage on Android would simply serve to remove [an] obstacle to iPhone families giving their kids Android phones.” Tim Cook, told by a reporter that his mother couldn’t view videos on her Android phone, replied not with a commitment to improving interoperability but with: “Buy your mom an iPhone.”

I. Apple’s Development and Launch of SharePlay

41. In or around 2021, Apple introduced SharePlay, a feature integrated into iOS that allows users to watch streaming content simultaneously while communicating through Apple’s FaceTime service. SharePlay performs materially the same core function as Rave: it enables geographically separated users to watch streaming content together in real time while communicating simultaneously.

42. Unlike Rave, SharePlay is integrated directly into Apple's operating system and available by default on compatible iOS devices, giving it structural distribution advantages unavailable to any independent developer. SharePlay is limited to Apple's ecosystem, requires all participants to use Apple devices and FaceTime.

43. Between 2021 and 2025, Apple systematically expanded SharePlay across Messages, AirDrop, HomePod, and Apple TV. On June 9, 2025, Apple announced at Worldwide Developer Conference (WWDC) a significant SharePlay expansion, including Nearby Window Sharing on visionOS enabling co-viewing without FaceTime. Sixty-five days later, on August 13, 2025, Apple removed the Rave application from the App Store.

J. Algorithmic Suppression of Rave's App Store Growth (2021–2025)

44. Prior to the August 2025 removal, Apple exercised its control over the App Store's search ranking, editorial placement, and discovery infrastructure to suppress Rave's user acquisition on iOS from approximately June 2021 onward. During the period from June 2021 to August 2025, Rave's iOS monthly active users grew by approximately 53%, reflecting strong underlying product demand. Over the same period, App Store first-time downloads of the Rave application grew by only approximately 0.3%. Prior to terminating Rave, Apple strictly throttled the number of times Rave was downloaded from the App Store each day. This is consistent with Apple's longstanding pattern of copying, suppressing, and ultimately terminating apps it identifies as competitors.

K. Rave's History of Engagement with App Store Concerns

The 2023 Cooperative Enforcement Precedent

45. On September 28, 2023, Apple removed the Rave application from the App Store citing objectionable content under Guideline 1.1.4. Apple identified the specific alleged violation and provided specific remediation guidance. Rave complied within days and the application was reinstated on October 13, 2023, fifteen days after removal. Apple subsequently sent Rave a developer relations survey seeking feedback on the experience.

Rave's CSAM Prevention Record

46. Rave strictly prohibits CSAM on the Rave App. Rave has developed an industry leading content moderation AI which actively detects, intercepts, and removes CSAM, as well as using Cloudflare's industry-standard hashing tools. Unlike most platforms, which reactively identify and remove CSAM after posting, Rave's AI proactively identifies and intercepts CSAM before it is posted.

47. Rave has devoted approximately a third of its resources to developing content moderation technologies, which also include behavioural analytics which have identified and banned 120,000 pedophiles and child predators from the platform, and facial age verification to ensure under-age users cannot access mature content. These technologies are sufficiently advanced that Rave is offering them as a service to other platforms.

Apple's Internal Review and Clearance of Rave

48. On February 6–7, 2025, an Apple App Store investigator conducted a review of the Rave application in response to user reports alleging the presence of objectionable content, including CSAM. The investigator confirmed to Rave's CEO that the review found no CSAM on the platform and expressed satisfaction with Rave's content moderation systems. Rave subsequently provided Apple with detailed technical documentation of its AI detection systems. Apple did not respond, and no further communications regarding content moderation or any other compliance concern were received between February 7, 2025, and August 13, 2025.

Apple's Child Endangerment Concerns

49. While Rave has invested significantly in being an industry leader in preventing and suppressing CSAM, Apple has failed to prevent the dissemination of CSAM on applications it controls. Apple employees have described iCloud as the “greatest platform for distributing child porn”. Apple has also been criticized for failing to implement more effective anti-CSAM detection software. In February 2026, the West Virginia Attorney General commenced a lawsuit against Apple for knowingly allowing its iCloud platform to be used as a vehicle for distributing and storing CSAM.

50. Following suit, On March 20, 2026, Kansas Attorney General Kris Kobach issued a press release raising ongoing concerns regarding Apple and iCloud. The release asserted that Apple's approach to iCloud had contributed to iCloud becoming a significant platform for the distribution of CSAM. It also criticized Apple's reliance on optional user-enabled safety measures rather than default protections, noting that Apple's Communication Safety feature is limited to detecting nudity and does not scan for known CSAM.

51. Rave’s safety record also compares favourably with other platforms that remain featured on the App Store.

52. For example, Roblox, which has more than 77 million daily active users, has faced repeated public criticism, investigations, and enforcement actions by multiple state attorneys general regarding child safety failures, including documented facilitation of grooming, exploitation, and harmful content. Apple has not removed Roblox and continues to host and actively promote it in the App Store, including in its “Essential Games” category.

53. Apple has done so notwithstanding extensive and publicly documented child safety concerns regarding Roblox, including numerous legal proceedings in which Roblox is alleged to be a venue where predators systematically identify, groom, and exploit minors.

Pretextual and Anti-Competitive Removal

54. On August 13, 2025, Apple removed the Rave application from the App Store without prior warning. Apple did not provide Rave with specifics of the alleged violations.

55. Apple’s stated reasons shifted over time: initial citation of alleged “dishonest or fraudulent activity” without identifying any specific conduct; followed, after Rave’s appeal, by an allegation of pornographic content; and followed, after Rave retained counsel, by an allegation of CSAM. Finally, on December 18, 2025, Apple reverted to “dishonest and fraudulent activity,” with Apple declaring the matter closed. Throughout, Apple refused to provide evidence, declined repeated requests for a meeting, and refused to engage with Rave’s written submissions.

56. The removal of the Rave App was pretextual and consistent with Apple’s use of App Store enforcement to disadvantage competing applications. As described by Phillip Shoemaker in

evidence before the United States House Judiciary Antitrust Subcommittee, Apple has, at times, relied on pretextual or selectively applied justifications to remove or restrict applications that compete with its own services.

Apple's December 2025 Escalation

57. On December 19, 2025, Apple formally terminated Rave's developer account and simultaneously activated three additional mechanisms targeting mandatory Apple infrastructure on which Rave's operations depended:

- (a) False malware designation: Apple revoked Rave's Developer ID certificate, causing macOS Devices to display a warning to approximately 7.5 million Mac users stating that Rave "contains malware." This statement was false; the Rave software binary was unchanged and contained no malicious code. The Rave App's Mac monthly active users collapsed 95.5% by April 2026.
- (b) SIWA credential invalidation: Apple invalidated Sign in with Apple credentials for approximately 11.4 million Rave users worldwide, including users on Android and Windows platforms. Apple mandates SIWA integration as a condition of App Store access. Apple's revocation rendered 11.4 million users permanently unable to access their Rave accounts, friend lists, and viewing histories, regardless of the platform they used.
- (c) Push notification revocation: Apple revoked Rave's Apple Push Notification service credentials, immediately and silently terminating push notification delivery to every iOS device on which Rave was installed. Because APNs is the exclusive

mechanism for push notification delivery on iOS, no alternative pathway was available. Existing iOS users ceased receiving notifications without any indication that the disruption was external to the application.

L. Rave Passes Google Inspection

58. In September 2025, Google alerted Rave to a CSAM violation notice. After receiving the notice, Rave worked co-operatively with Google and demonstrated that Rave employed stringent content monitoring systems. Rave shared with Google the same information it had shared with Apple. Throughout Google's review, Rave remained available on Google platforms. On February 3, 2026, Google closed the investigation and did not require Rave to take any further steps.

M. Impact of Apple's Conduct

59. Apple's removal of the Rave App has caused irreparable harm to Rave's business. Rave has been locked out of the country's largest market for smartphone applications. Rave can no longer offer cross-platform functionality to Android and Windows users. Apple falsely labeled Rave malware. The harm to Rave's business, goodwill, customer relations and future is not capable of being remedied by damages.

60. Following the removal, Rave's iOS monthly active users globally declined from approximately 2.78 million in July 2025 to approximately 461,707 by April 2026, a decline of approximately 83.4%. In Canada, Rave lost 77.4% of its July 2025 iOS users by April 2026. iOS advertising revenue declined approximately 86.3% by March 2026.

61. The harm was not confined to iOS. On macOS, Rave's monthly active users collapsed from approximately 70,261 in July 2025 to approximately 3,142 users by April 2026, a decline of approximately 95.5%.

62. Because Rave's co-viewing service requires all participants to access the same application, the iOS and macOS removals impaired Rave's value for users on platforms the Respondents do not control. Android monthly active users globally declined approximately 23.8% between July 2025 and March 2026, despite no enforcement action by Google.

IV. RELEVANT MARKETS

63. The proceeding engages multiple markets, including:

- (a) The market for smartphone software platforms;
- (b) The market for iOS Apps (the “**App Distribution Market**”);
- (c) The market for payment processing for in-app purchases on iOS; and
- (d) The Co-Viewing/Social Streaming Market.

A. The Market for Smartphone Software Platforms

64. The smartphone software platforms market consists of operating systems that run on smartphone hardware and provide the runtime environment in which mobile applications execute. The market in Canada is a duopoly. As of March 2026, Apple's iOS held approximately 65.1% of Canadian smartphone software platform share, Google's Android held approximately 34.6%, and all other operating systems collectively represented less than 1%.

65. Apple is dominant and substantially controls the smartphone software platforms. Apple actively maintains its dominance by seeking to lock-in users to Apple products, including by imposing barriers and maximizing switching costs.

66. Apple's dominance and substantial control of the smartphone software platforms market is the foundation of its dominance in the App Distribution Market and gives it the ability to dominate in the Co-Viewing/Social Streaming Market.

B. The App Distribution Market

67. The App Distribution Market consists of services that enable developers to distribute applications to users of iOS devices. The App Store is a two-sided platform connecting developers with users, through which Apple hosts listings, distributes applications, processes in-app payments, and reviews applications for compliance with its policies.

68. Apple requires all developers to distribute native iOS applications exclusively through the App Store. iOS devices restrict installation of native applications to those distributed through the App Store. Developers who are excluded from the App Store are unable to reach iOS users through any alternative lawful channel.

69. Apple's dominant position is maintained through technical restrictions embedded in iOS and contractual restrictions in the DPLA and App Store Review Guidelines, which together create an absolute barrier to entry for any competing distribution platform. Apple therefore substantially or completely controls the App Distribution Market.

70. Apple's position in this market is structurally distinct from that of an ordinary supplier. Apple occupies three roles simultaneously: gatekeeper, regulator, and market participant. When

Apple exercises its authority to approve, reject, or remove applications, it does so as both rule-setter and a beneficiary of the competitive consequences of those rules. The structural incentive this creates is not incidental to Apple's dominance. It is a product of it.

C. The Market for Payment Processing for In-App Purchases on iOS.

71. The market for payment processing for in-app purchases on iOS consists of services that process commercial transactions occurring within iOS applications, including upgrades to premium versions of applications, in-app purchases of digital goods, and recurring subscription payments.

72. Apple requires that all such transactions on the iOS platform be processed through Apple's own payment system and applies a commission of up to 30% on the resulting revenue. Apple's tying of in-app payment processing to iOS app distribution gives Apple substantial control of the payment processing market for in-app purchases on iOS and reinforces Apple's dominance in the App Distribution Market.

73. Apple's continued ability to charge a commission of up to 30% on third-party App Store revenue, without meaningful developer departure from the iOS platform, is relevant to demonstrating Apple's market power in the App Distribution Market.

D. Co-Viewing/Social Streaming Market

74. The Co-Viewing/Social Streaming Market consists of applications and services that enable synchronized, real-time co-viewing of streaming content by geographically separated users, with integrated social or communication features.

75. The Co-Viewing/Social Streaming Market is highly concentrated. Within the iOS App Store, the only arguable competing application other than SharePlay is Hearo, which has approximately two to five million downloads compared to Rave's approximately 225 million and lacks Rave's social graph, cross-platform capability, and feature depth. Before Rave's removal, the market within iOS was effectively a duopoly between Rave and SharePlay. After the removal, it became a monopoly.

76. The technical barriers to entry in this market are substantial, as demonstrated by the failure of several well-resourced platforms to maintain viable co-viewing products: Disney+ GroupWatch was discontinued in September 2023; Amazon Prime Video's Watch Party was removed in April 2024 (after reaching out to Rave for help); and Twitch Watch Parties was discontinued in April 2024. These failures reflect the engineering complexity required to deliver synchronized playback across heterogeneous devices, platforms, and streaming services at commercial scale.

77. Apple's removal of Rave from the App Store suppressed competition in the Co-Viewing/Social Streaming Market by eliminating the primary competitor to SharePlay accessible to iOS users, foreclosing consumer choice, removing the competitive constraint on SharePlay to innovate, and signalling to potential entrants that competing with Apple's first-party features on iOS is precarious.

78. The anti-competitive effects are amplified by the cross-platform nature of co-viewing services. Excluding Rave from iOS reduces the size and viability of its cross-platform network for users on all platforms. At the structural level, removing a cross-platform co-viewing service and replacing it with Apple's ecosystem-exclusive SharePlay converts the social activity of co-viewing

into a device acquisition mechanism. Non-Apple users who wish to co-view with iOS or Mac-using friends now face pressure to acquire Apple devices.

V. LEGAL CLAIMS

A. Refusal to Deal

Rave Is Substantially Affected in Its Business by the Refusal to Supply (s. 75(1)(a))

79. Rave is substantially affected in the whole or substantially the whole of its business due to its inability to obtain adequate supplies of the relevant products from Apple on usual trade terms. In particular, without access to the App Store, Apple developer services, and the certificates and infrastructure necessary to distribute and operate applications within the Apple ecosystem, Rave cannot lawfully distribute its applications to iOS or macOS users. As a result, Rave has lost access to its existing Apple user base, is unable to acquire new Apple users, and has suffered substantial harm to its revenues, growth, network effects, and competitive position. Given the cross-platform nature of Rave's service, the refusal also diminishes the value and functionality of the platform for users on non-Apple devices and threatens the viability of the Rave platform as a whole.

Rave Is Unable to Obtain Adequate Supplies of the Product Because of Insufficient Competition Among Suppliers (s. 75(1)(b))

80. Apple is the sole supplier of lawful iOS app distribution services and the sole supplier of the developer certificates and related infrastructure necessary to distribute and operate applications within the Apple ecosystem. There are no alternative suppliers from whom Rave can obtain these products.

Rave Is Willing and Able to Meet Apple's Usual Trade Terms (s. 75(1)(c))

81. Rave operated on the App Store for more than ten years and, throughout that period, complied with Apple's technical, operational, and commercial requirements applicable to developers. Rave remains willing and able to comply with Apple's legitimate and consistently applied App Store policies and developer requirements. Apple's stated reasons for removing Rave were inconsistent, shifting, pretextual, and unrelated to any legitimate or consistently applied trade terms.

The Relevant Products Are in Ample Supply (s. 75(1)(d))

82. The relevant products — namely access to iOS app distribution services through the App Store and access to Apple developer certificates and related infrastructure — are in ample supply. Apple supplies these products broadly and continuously to millions of developers worldwide and there is no shortage or limitation on Apple's ability to provide them to Rave.

Apple's Refusal Has Had and Is Likely to Continue to Have an Adverse Effect on Competition (s. 75(1)(e))

83. Apple's refusal to supply iOS app distribution services to Rave and its revocation of Rave's macOS developer certificate has had, and continues to have, a material adverse effect on competition in the Co-Viewing/Social Streaming Market. The adverse effect operates in three respects:

- (a) Apple has eliminated its largest competitor to SharePlay in the Co-Viewing/Social Streaming Market, converting a duopoly within the iOS environment into a monopoly;

- (b) Apple has deprived Apple users of the only viable cross-platform co-viewing application, reinforcing iOS ecosystem lock-in and concentrating co-viewing functionality in Apple's own first-party service; and
- (c) Apple has undermined a core component of Rave's value to non-Apple users, its cross-platform reach, with the result that lost cross-platform engagement has not redistributed to other platforms, but has collapsed altogether as the cross-platform network has degraded.

B. Abuse of Dominance

84. Rave also brings a claim for abuse of dominant position under s. 79 of the Act, under section 79(1)(b) and in the alternative under section 79(1)(a).

Abuse of Dominance Under Section 79(1)(b)

(i) Substantial or complete control of a market

85. Apple substantially and completely controls the App Distribution Market, holding effectively 100% market share. Apple's dominance is entrenched by technical restrictions in iOS, contractual restrictions in the DPLA, and ecosystem lock-in effects described in B(iv) above. These barriers render entry into the App Distribution Market practically and legally impossible.

(ii) Conduct that prevents or lessens competition substantially

86. Apple has engaged in conduct that has had, is having, and is likely to have the effect of preventing or lessening competition substantially in the Co-Viewing/Social Streaming Market, a

downstream market in which Apple has a direct competitive interest through SharePlay. Apple's conduct includes:

- (a) removing Rave from the App Store on pretextual grounds thereby excluding the primary independent cross-platform competitor to SharePlay;
- (b) maintaining and enforcing a distribution framework that grants Apple unilateral and effectively unreviewable authority to exclude developers from the App Store;
- (c) integrating SharePlay natively and exclusively into iOS, thereby conferring structural distribution advantages on Apple's own first-party service while denying competing applications equivalent access;
- (d) selectively enforcing App Store policies against Rave while permitting similarly situated applications to remain available; and
- (e) applying algorithmic suppression to Rave's App Store visibility from approximately June 2021 onward.
- (f) Falsely labelling the Rave app for macOS as "malware" and forcibly uninstalling it from users' devices.

87. Through this conduct, Apple has leveraged its dominance in the App Distribution Market to impair competition in the Co-Viewing/Social Streaming Market.

(iii) Substantial prevention or lessening of competition

88. Apple's conduct has substantially prevented or lessened competition in the Co-Viewing/Social Streaming Market, eliminating Rave as an independent competitive constraint on SharePlay, foreclosing consumer choice, and deterring future entry.

(iv) Not the result of superior competitive performance

89. The lessening of competition in the Co-Viewing/Social Streaming Market is not the result of superior competitive performance by Apple. SharePlay did not displace Rave through competition on the merits. Rave achieved more than 225 million downloads with limited marketing and advertising and consistently maintained high average user ratings of 4.5/5 on the App Store. Apple excluded Rave through the unilateral exercise of its gatekeeping authority over the App Store.

Abuse of Dominance Under Section 79(1)(a)

90. Rave also brings a claim under s. 79(1)(a) of the Act. In addition to the elements of substantial control and absence of superior competitive performance set out above, Apple has engaged in a practice of anti-competitive acts within the meaning of ss. 78 and 79(1)(a), constituting a selective or discriminatory response to an actual competitor for the purpose of eliminating that competitor from a market, contrary to s. 78(1)(j) of the Act.

(i) Selective or discriminatory response

91. Apple targeted Rave in removing the Rave App from the App Store. Apple had no justification to remove Rave and, instead, advanced a series of unsubstantiated and shifting justifications. Apple advanced those justifications as pretext.

92. Even if Apple could substantiate its varying bases for termination (which is denied), Apple permits other apps to operate the app store that also violate those terms. Apple's own apps violate the content moderation accusations Apple levelled at Rave, including Apple Message/iCloud/FaceTime/SharePlay's failure to prevent the dissemination of CSAM and Apple Books containing pornographic and explicit material.

93. Apple removed Rave specifically from the App Store rather than applying equivalent enforcement to all apps, including its own.

(ii) Actual competitor

94. Rave was an actual and direct competitor to Apple's SharePlay functionality in the Co-Viewing/Social Streaming Market at the time of its removal.

(iii) Purpose of eliminating a competitor from a market

95. The purpose of Apple's removal of Rave was to eliminate Rave as a competitive constraint in the Co-Viewing/Social Streaming Market.

96. Apple's conduct forms part of a broader pattern of leveraging control over the App Store to advantage Apple's first-party applications while disadvantaging independent developers whose products compete with those services. The anti-competitive conduct described above is not

justified by any legitimate competitive rationale, including privacy, security, or consumer protection. Any purported justifications are pretextual, inconsistently applied, and disproportionate.

Other Anti-Competitive Acts

97. In addition to selective discrimination of a competitor, Apple has engaged in other anti-competitive acts, the particulars of which will be provided in advance of the hearing, but include, without limitation:

- (a) Apple's requirement that all iOS Apps must be approved by Apple and distributed exclusively through the iOS App Store is a key precondition for Apple monopolizing the market for iOS Apps and extracting a monopoly price from app developers.
- (b) Apple reinforcing this position by charging a monopoly price (a commission as high as 30%) for any developer who wishes to make an app available on the iOS platform.
- (c) Tied selling through the requirement of using the App Store for in app purchases and then implementing a 30% commission.

VI. LOGISTICS

98. The Applicant intends to use English in the proceedings.
99. The Applicant requests that the documents in this application be filed electronically.

Dated this 7th day of May, 2026



DMG ADVOCATES LLP
155 University Ave
Toronto, ON M5H 3B7

John Mather
jmather@dmgadvocates.com
Tel: 416-238-2265

Lauren Baker
lbaker@dmgadvocates.com
Tel: 437-562-5236

TO: The Registrar
Competition Tribunal
17th Floor
333 Laurier Avenue West
Ottawa, ON K1A 0G7
Tel: (613) 941-2440
Fax: (613) 957-3170 .

Counsel for the Applicant, Rave Inc.

AND **Jeanne Pratt**
TO: **Commissioner of Competition**
50 Victoria Street
Gatineau, QC K1A 0C9
Tel: (819) 997-4282
Fax: (819) 997-0324

AND **Apple Inc.**
TO: One Apple Park Way
Cupertino, CA 95014
U.S.A.

AND **Apple Canada Inc.**
TO 120 Bremner Blvd.
Toronto, ON M5J 0A8