

**UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY ('CMA')  
PURSUANT TO SECTION 219, PART 8, ENTERPRISE ACT 2002 ('EA02') RELATING  
TO THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008  
(‘CPRs’).**

**Amazon Europe Core SARL of 38 Avenue John F. Kennedy, L-1855, Luxembourg has fully cooperated and constructively engaged with the CMA and voluntarily, without admission of liability or wrongdoing, provides the following undertaking to the CMA pursuant to Section 219, EA02, in relation to the CMA’s consumer protection law investigation into fake and misleading reviews (‘the Undertaking’), on behalf of itself and ‘Amazon’ (as defined in the Undertaking).**

**The Undertaking is provided by Amazon Europe Core SARL on a voluntary basis on behalf of itself and ‘Amazon’ (as defined in the Undertaking). Amazon undertakes to take or use such measures as are necessary to comply with the Undertaking (unless otherwise stated) within 30 working days from the date on which the Undertaking is signed where reasonably possible and in any event no later than 60 working days from that date.**

**For the avoidance of doubt, the Undertaking does not amount to an admission by Amazon that it has not complied with or has breached any applicable law.**

## RECITALS

- 1) The CMA opened a consumer protection law investigation into Amazon under Part 8, EA02, in relation to possible infringements of the CPRs concerning online fake and misleading reviews ('**FMRs**', as defined in the Undertaking).
- 2) As part of its investigation, the CMA identified:
  - concerns about Amazon's approach to protecting UK Consumers from FMRs and related abuse; and
  - concerns that overall ratings and total review counts for some products on Amazon's Website were misleading due to the impact of FMRs.
- 3) This Undertaking resolves those concerns. For completeness, the Undertaking does not require Amazon to identify and address every FMR on its Website in order to achieve compliance. However, the CMA considers that the CPRs require Amazon to prevent the information that Amazon presents to Consumers (including overall star ratings and total review counts), to the extent such information is derived from or influenced by FMRs, from impacting UK consumers' transactional decision making ('the **Overarching Objective**'). As such, the measures Amazon adopts to comply with the Undertaking must be designed and applied for the purpose of achieving the Overarching Objective.
- 4) Amazon has stated that it is committed to continuously improving the reviews experience to protect Consumers from FMRs. The CMA understands that Amazon has already taken a number of steps to improve its systems since the CMA opened its investigation. The measures that Amazon is required to take pursuant to the Undertaking build upon, and are in many cases a continuation of, the measures that Amazon already takes in relation to FMRs. Accordingly, in specific areas (e.g., Risk Assessments, Internal Measures monitoring and Evaluating and Updating) Amazon intends, in its ordinary course of business, to take or use the measures required by the Undertaking within its existing business structures.
- 5) Nothing in this Undertaking:
  - limits or restricts UK Consumers' existing statutory or contractual rights (or Amazon's obligations in respect of these rights) in any way, nor limits or derogates from any other applicable laws or Amazon's rights or obligations in respect of such applicable laws; or
  - constitutes approval or certification by the CMA of Amazon's compliance with consumer protection laws or that Amazon has not complied with consumer protection laws, save that the Undertaking, if complied with, resolves the CMA's specific concerns in respect of the CMA's current consumer protection law investigation in full;

and Amazon will not make any public statement or claim that says the opposite.

## DEFINITIONS FOR THE PURPOSES OF THIS UNDERTAKING

Defined terms in this Undertaking have the following meanings. Where applicable, the singular includes the plural and vice versa.

**Affiliated Account** means a Seller account, Vendor account or Reviewer account which is operated or controlled by the same person as another [X] account [X]. **Affiliated** should be interpreted consistently.

**Amazon** means Amazon Europe Core SARL and any other body corporate which is a member of the same 'group of interconnected bodies corporate' as Amazon Europe Core SARL within the meaning of section 223(3)-(5), Part 8, EA02. For the avoidance of doubt, Amazon's obligations in this Undertaking should be understood to apply only in relation to the Website.

**Amazon's Choice** means the label of the same name, visible to Consumers, which is currently awarded by Amazon in respect of Products which have, among other characteristics, overall star ratings of 4 stars or more (and any future variant hereof).

**Annual Compliance Statement** means a statement prepared by Amazon pursuant to paragraph 32 of the Undertaking to enable the CMA to monitor Amazon's compliance with the Undertaking.

**Catalogue Abuse** means any conduct by a Selling Partner to amend Amazon's online catalogue which results in Reviews for one Product being applied to a Different Product.

**Consumer** means an individual UK consumer who is using the Website and whom Amazon reasonably determines to be an individual acting for purposes outside that individual's business.

**Different Product** means a Product which is materially different to another Product. For the avoidance of doubt, this does not include a Product which is different to another Product only because of a difference in one or more minor attributes, such as colour, size, number or flavour.

**FMR** means a Review which is not a person's honest and impartial opinion or does not reflect a person's genuine experience of a particular Product. For the avoidance of doubt this includes:

- a Review which has been procured in a way that has compromised the impartiality of the Review; and
- a Review submitted in exchange for payment, reward or other incentive and which is not clearly identified as such.

**FMR Abuse** means any conduct which generates FMRs (excluding conduct constituting Catalogue Abuse). For the avoidance of doubt this includes:

- a. Paid Review Abuse;

- b. the use of compromised genuine accounts to submit FMRs; and
- c. the use of non-genuine ('sock puppet') accounts to submit FMRs.

**Implementation Date** means the date on which Amazon completes implementation of the measures it takes or uses to comply with the Undertaking, which shall be no later than 60 working days from the Signing Date.

**Implementation Period** means the period between the Signing Date and the Implementation Date.

**Implementation Statement** means a statement prepared by Amazon pursuant to paragraph 31 of the Undertaking to enable the CMA to monitor Amazon's compliance with the Undertaking.

**Internal Measures** means the systems, processes and actions (whether automated or manual) which Amazon applies to identify, investigate and respond to FMRs (whether before or after publication on the Website) pursuant to Part 2 of the Undertaking.

**Key Metrics** means a group of metrics which are capable of enabling an assessment of the overall effectiveness of the measures Amazon takes pursuant to the Undertaking to comply with the Overarching Objective. For the avoidance of doubt, Key Metrics must include (but should not be limited to) the performance results against the Targets specified in paragraphs 6, 14 and 18 and against key Targets set by Amazon pursuant to paragraph 9.

**Paid Review Abuse** means (as the context requires):

- a. any conduct that involves the offering of any type of payment or other incentive to potential Reviewers in return for submitting Reviews where such payment or incentive: (i) is not clearly disclosed along with the relevant Review; (ii) is contingent on the content of the Review or otherwise likely to compromise its impartiality; or (iii) is prohibited by Amazon's relevant policies; and
- b. any corresponding conduct by Reviewers in submitting such Reviews.

**Product** means an item listed and accessible by Consumers on the Website. For the avoidance of doubt, this includes Products which are listed and accessible by Consumers on the Website but not currently available for sale on the Website.

**Product Listing** means the details provided to the Consumer about a Product on the relevant Product's page on the Website.

**Rating** means any classification of a Product which purports to be a person's opinion on and/or experience of a Product as it relates to its price, quality, standard or performance (e.g., grade, score, stars or points). For the avoidance of doubt this includes Ratings awarded by Reviewers as part of text-based Reviews and 'one tap ratings'.

**Reporting End Date** means 31 May 2028.

**Reporting Period** means each of the three 12-month periods preceding the Reporting End Date.

**Review** means information (e.g., text) and/or a Rating, which may be submitted to and/or published on the Website, and which purports to be a person's opinion on and/or experience of a Product.

**Reviewer** means a person who submits one or more Reviews for publication on the Website.

**Sanction** means an action taken by Amazon in relation to Reviewers and/or Selling Partners in response to FMR Abuse or Catalogue Abuse on the Website pursuant to Part 5 of the Undertaking. For the avoidance of doubt, this includes warnings. **Sanctioned** should be interpreted consistently.

**Seller** means a third-party seller selling through the Website.

**Selling Partner** means Sellers and Vendors.

**Significant Change** means a change to the design or operation of the Website which has or is likely to have a material effect on the Website's Review functionality, including such changes to the systems, processes and policies that fall within the scope of the Undertaking (save for any temporary, non-Consumer facing, testing of such change). Where, based on evidence, such as an existing risk assessment, Amazon reasonably considers that such a change is not capable of having a material impact on Amazon's ability to achieve the Overarching Objective, Amazon will not be required to treat the change as a Significant Change for the purposes of Part 1 of the Undertaking (risk assessments).

**Signing Date** means the date on which the Undertaking is signed.

[X].

**Suspicious Review** means a Review which Amazon determines to potentially constitute a FMR resulting from FMR Abuse but which does not meet a Threshold for removal.

**Target** means an appropriate quantitative objective set in advance in accordance with paragraph 6, 9, 14 or 18 of the Undertaking by which Amazon will assess the performance of a measure that it takes or uses pursuant to the Undertaking.

**Threshold** means the score, value or other criteria that must be met for Amazon to take a specified action in response to FMRs, including for determining when to:

- a. remove a Review on the basis that it has been determined to be a FMR resulting from FMR Abuse;
- b. rectify a Product Listing in response to Catalogue Abuse;
- c. apply a Sanction to a Reviewer or Selling Partner in response to FMR Abuse or Catalogue Abuse; and
- d. mitigate the impact of a Suspicious Review.

**Key Thresholds** means a group of Thresholds capable of providing a representative

overview of the Thresholds applied by Amazon pursuant to the Undertaking (including the Thresholds for determining a – d above).

**Transactional Decision** means a transactional decision as defined by the CPRs (as amended) or any legislation that replaces the CPRs. **Transactional Decision-Making** should be interpreted consistently.

**Trusted Flagger** means each of the CMA, National Trading Standards, National Trading Standards Scotland, National Trading Standards Northern Ireland and any other entity which Amazon decides to designate.

**Vendor** means third-party manufacturers and distributors selling products to Amazon for sale on the Website.

**Website** means the UK online Amazon store where products are available for purchase by Consumers, currently available at [www.amazon.co.uk](http://www.amazon.co.uk) (in any form, including but not limited to 'desktop', 'mobile' and 'app' based formats).

## **UNDERTAKING**

### **PART 1 – ASSESSMENT OF RISKS**

1. Amazon will carry out assessments throughout each year of the risks to Consumers arising from the impact of FMRs on Consumers' Transactional Decision-Making, including before making a Significant Change. Where appropriate this will include assessing the level of risk that Website functionalities facilitate the presence or dissemination of FMRs.
2. In assessing risks pursuant to this Part, Amazon will, throughout each year, identify and draw on internal and external sources (including, where appropriate, information on external websites where persons offer, procure, or arrange for FMRs to be published on the Website) of relevant information which are reasonably available to Amazon. This will include consideration of information from Amazon's third-party reporting mechanisms and internal evaluations (see Parts 3 and 6 of this Undertaking).
3. Amazon will appropriately mitigate any material risk (including such risks that have materially increased) to Consumers' Transactional Decision-Making arising from FMR Abuse or Catalogue Abuse within 90 days of it being identified by Amazon, unless Amazon already has appropriate mitigation measures in place. Where Amazon determines that it requires more than 90 days to appropriately mitigate such a risk, Amazon will, as soon as reasonably practicable, take the following actions:
  - a. record the reasons why;
  - b. create an appropriate plan which will appropriately mitigate the risk as soon as reasonably practicable thereafter; and
  - c. put in place interim measures, as appropriate, to limit the risk until Amazon considers that it is appropriately mitigated.
4. Amazon will keep a written record of its material risk assessments under this Part (including the risks identified and any measures taken to address or limit those risks) for at least three years.

### **PART 2 – INTERNAL DETECTION AND RESPONSE**

5. Amazon will apply and as may be necessary, continue to develop the Internal Measures to identify, investigate and respond to FMRs resulting from FMR Abuse and Catalogue Abuse. The application of the Internal Measures will include, at a minimum:
  - a. the consideration by Amazon of review submission history and the profile of Selling Partners, Products and Reviewers [3<];
  - b. to the extent Reviews are relevant to the application of the Amazon's Choice label, the consideration of regularly updated information reflecting the removal of Reviews, mitigation of Suspicious Reviews and/or rectification of Products due to FMR Abuse and Catalogue Abuse when applying the Amazon's Choice label;
  - c. To the extent Reviews are relevant to the application of an endorsement other than Amazon's Choice, consideration of the information referred to in paragraph 5.b. above when applying that other endorsement;

- d. the application of catalogue controls pursuant to which it will assess catalogue changes submitted by any Selling Partner; and
  - e. information obtained by Amazon pursuant to Parts 1 (*Assessment of Risks*), 3 (*Third-party reporting mechanisms*) and 6 (*Evaluating and Updating*) of this Undertaking.
6. Amazon will set Thresholds at which it will remove a Review on the basis that it has been determined by Amazon to be a FMR resulting from FMR Abuse or rectify a Product Listing in response to Catalogue Abuse. Where an applicable Threshold is met, Amazon will remove the Review or rectify the Product Listing (as applicable) within a Target removal period of [X] after making the final determination of FMR Abuse and a Target rectification period of [X] after making the determination of Catalogue Abuse. In each case, the Target removal period does not apply while there are appropriate supervening reasons to leave the FMR or Catalogue Abuse in place temporarily, such as investigations, regulatory compliance or cooperation with law enforcement, where consistent with the Overarching Objective.
7. No category of Review, Reviewer or Selling Partner will be excluded from the collective Internal Measures without Amazon assessing the impact of the exclusion on Consumers' Transactional Decision-Making as a result of FMR Abuse or Catalogue Abuse.
8. For the purposes of this Part and elsewhere in this Undertaking, Amazon will have in place systems to consider whether Reviewer accounts are Affiliated Accounts and whether Selling Partner accounts are Affiliated Accounts.
9. Amazon will monitor the performance of the collective Internal Measures in addressing FMR Abuse and Catalogue Abuse on an ongoing basis, including against appropriate Targets set by Amazon.

### **PART 3 – THIRD-PARTY REPORTING MECHANISMS**

10. Amazon will provide Consumers and any other third parties with clear and easy to access reporting mechanisms to enable them to easily report FMRs to Amazon (which may be required to be via their Amazon accounts), including:
- a. a mechanism to easily tag Reviews as 'fake and misleading reviews' or similar (such as a button next to individual Reviews); and
  - b. a mechanism to enable them to easily report Products and Selling Partners for FMR Abuse or Catalogue Abuse and to describe the reporting reason accordingly (such as a button on Product pages or dedicated reporting forms).
11. Amazon's internal policies will set out its criteria for investigation of reports made under paragraph 10 (and include a requirement for Amazon to investigate every report meeting the criteria) and will set out how Amazon will make determinations.
12. Amazon will provide a mechanism to enable Trusted Flaggers to easily report FMRs and Reviewers or Selling Partners that they suspect to have engaged in FMR Abuse or Catalogue Abuse (and any additional information/evidence) to Amazon.



13. Amazon will have an internal policy in place for investigating Trusted Flagger reports and will investigate all reports made by Trusted Flaggers in connection with FMR Abuse or Catalogue Abuse.
14. Amazon will investigate reports made pursuant to paragraphs 10 (meeting the criteria referred to in paragraph 11) and 12 within a Target period of [X]. Once Amazon has determined that there has been FMR Abuse or Catalogue Abuse, Amazon will remove a Review determined to be an FMR resulting from FMR Abuse or rectify the Product Listing (as applicable) within the Target periods referred to in paragraph 6.
15. Amazon will publish clear policies targeted at both Selling Partners and Reviewers which clearly prohibit FMRs. Amazon will also publish and develop educational materials for Selling Partners relating to FMR Abuse and Catalogue Abuse.

#### **PART 4 – MITIGATING THE IMPACT OF SUSPICIOUS REVIEWS**

16. Amazon will set Thresholds at which it will determine a Review is a Suspicious Review.
17. Once Amazon has determined that a Review meets this Threshold, Amazon will mitigate the impact of the Suspicious Review by appropriate means, for example, by reducing:
  - a. the Review's visibility;
  - b. the weight of the Review in the calculation of star ratings; and/or
  - c. the impact of the Suspicious Review on the prominence with which a Product appears in search results.
18. Amazon will mitigate the impact of any Review it has determined is a Suspicious Review within a Target period of [X] of that determination.

#### **PART 5 – SANCTIONS FOR REVIEWERS AND SELLING PARTNERS**

##### **Selling Partners**

19. Amazon will apply Sanctions to Selling Partners. In doing so it will take into account various factors, as appropriate, including:
  - a. any clear evidence, as determined by Amazon, of a Selling Partner's involvement in FMR Abuse;
  - b. any clear evidence, as determined by Amazon, of a Selling Partner's involvement in intentional Catalogue Abuse;
  - c. in the case of FMR Abuse:
    - i. [X] [previous track record of FMRs and Suspicious Reviews]; and
    - ii. [X]; and

d. in the case of Catalogue Abuse, [§<] [previous track record of this abuse].

20. Taking into account paragraphs 19(a), (b), (c) and (d), Amazon will set Thresholds for applying Sanctions to Selling Partners. Amazon will, in circumstances where a Selling Partner has met an applicable Threshold, cease its commercial relationship with a Selling Partner in relation to the selling of Products on the Website. For the avoidance of doubt, this does not prevent Amazon from applying intermediate steps prior to ceasing its commercial relationship with a Selling Partner.
21. Where Amazon ceases its commercial relationship with a Selling Partner for reasons related to FMR Abuse or Catalogue Abuse, Amazon will remove from public display on the Website any Reviews that Amazon has determined are attributable to the relevant Selling Partner, unless Amazon has additional evidence or indicators (i.e., in addition to the application of the Internal Measures it has already applied) to satisfy it that a Review is not an FMR.
22. Amazon will provide Selling Partners with a means to appeal against a Sanction. However, Amazon will ensure the appeals process will not undermine the effectiveness of Sanctions as a means of achieving the Overarching Objective.

### **Reviewers**

23. Amazon will apply Sanctions to Reviewers. In doing so it will take into account various factors, including:
  - a. any clear evidence, as determined by Amazon, of a Reviewer's involvement in FMR Abuse; and
  - b. [§<] [previous track record of FMR Abuse].
24. Taking into account paragraph 23(a) and (b), Amazon will set Thresholds for applying Sanctions to Reviewers. Amazon will, in circumstances where a Reviewer has met an applicable Threshold, apply a permanent suspension of reviewing privileges to the Reviewer. For the avoidance of doubt, this does not prevent Amazon from applying intermediate steps prior to issuing a permanent suspension.
25. Where a Reviewer is permanently suspended from posting Reviews on the Website for reasons related to FMR Abuse, Amazon will remove from public display on the Website any Reviews previously submitted by that Reviewer, unless Amazon has additional evidence or indicators (i.e., in addition to the application of the Internal Measures it has already applied) to satisfy itself that a Review is not an FMR.
26. To the extent Amazon provides Reviewers with a means to appeal against a Sanction, Amazon will ensure the appeals process will not undermine the effectiveness of Sanctions as a means of achieving the Overarching Objective.

### **Other**

27. Amazon will keep a written record of Sanctions applied to Reviewers and Selling Partners

for at least three years.

28. Amazon will have in place systems and processes to prevent Sanctioned Selling Partners and Reviewers from continuing FMR Abuse or Catalogue Abuse through Affiliated Accounts. [X].

## **PART 6 – EVALUATING AND UPDATING**

29. Amazon will evaluate, throughout each year, the effectiveness of the systems, processes and policies that fall within the scope of the Undertaking as a means of achieving the Overarching Objective. The ongoing evaluations may leverage processes carried out, and documents produced, in Amazon's ordinary course of business and must when taken in combination assess (including by reference to Key Metrics and applicable Thresholds) the effectiveness over time of the systems, processes and policies referred to in each of Parts 1-5 of the Undertaking (i.e. the effectiveness of Amazon's risk assessments; Internal Measures; third-party reporting; mitigation; and sanctioning regime, including appeals) making comparisons with previous evaluations as appropriate. For the avoidance of doubt, this assessment should include consideration of the extent to which FMRs and Catalogue Abuse on the Website have impacted overall ratings and review counts.

30. Where Amazon identifies a material inadequacy, Amazon will address the inadequacy within 90 days of it being identified. Where Amazon determines it requires more than 90 days to address the inadequacy, Amazon will as soon as reasonably practicable:

- a. record the reasons why;
- b. produce an appropriate plan pursuant to which it will address the inadequacy as soon as reasonably practicable thereafter; and
- c. put in place interim measures, as appropriate, to limit the inadequacy and its impact on the effectiveness of the relevant systems, processes and policies until they are addressed.

## **PART 7 – COMPLIANCE REPORTING**

31. By the date falling 120 days from the Signing Date, Amazon will produce and submit to the CMA the Implementation Statement, which will provide an explanation of the measures that Amazon is taking to comply with the requirements in Parts 1 to 6 of the Undertaking including the following information:

- a. an explanation of any Significant Changes made during the Implementation Period (excluding Significant Changes temporarily tested but not implemented thereafter) and a summary of Amazon's assessment of the impact of those changes by reference, where appropriate, to metrics;
- b. a list of Key Thresholds referred to in the Undertaking (whether amended pursuant to the Undertaking or not) and applied during the Implementation Period including a summary of how the relevant Thresholds have been determined;
- c. an explanation of key Targets (reasonably sufficient to demonstrate how the

performance of the Internal Measures is assessed), which Amazon has set to monitor and assess the performance of the Internal Measures during the Implementation Period pursuant to paragraph 9 of the Undertaking including a summary of how the relevant Target has been determined (in particular in the context of past performance, where relevant);

- d. reporting on Key Metrics including their historic values and trends since the Signing Date;
  - e. Copies of material risk assessments and material evaluations carried out during the Implementation Period pursuant to Parts 1 and 6 of the Undertaking (or, where the record of the assessment or evaluation is not in the form of a report or similar, an accurate summary with supporting evidence), including, as applicable, a summary of the methodology followed, the evidence gathered and the findings and measures to address identified risks and inadequacies. For the avoidance of doubt the material evaluations included in the Implementation Statement must include evaluations of the systems, processes and policies (including applicable Thresholds) referred to in each of Parts 1-5 of the Undertaking;
  - f. the proportion of Selling Partners and Reviewers that received a Sanction during the Implementation Period; and
  - g. a summary of how the measures that Amazon has taken or used pursuant to the Undertaking in the Implementation Period – including the Thresholds and Targets Amazon has set pursuant to the Undertaking and the methodology for carrying out the evaluations pursuant to Part 6 of the Undertaking – are capable of enabling Amazon to achieve the Overarching Objective.
32. Amazon will produce and submit to the CMA the Annual Compliance Statement within 30 working days following the end of each Reporting Period wherever reasonably possible and in any event no later than 60 working days from the end of the relevant Reporting Period. The Annual Compliance Statement will provide an explanation of the measures that Amazon has taken to comply with the requirements in Parts 1 to 6 of the Undertaking during the Reporting Period and will include the following information:
- a. an explanation of any Significant Changes made during the relevant Reporting Period (excluding Significant Changes temporarily tested but not implemented thereafter) (including, for the avoidance of doubt, changes to (1) the Key Thresholds and key Targets previously reported to the CMA pursuant to paragraphs 31(b) and 31(c) of the Undertaking, respectively and (2) the methodology for carrying out evaluations pursuant to Part 6 of the Undertaking), and a summary of Amazon's assessment of the impact of those changes, by reference, where appropriate, to metrics;
  - b. reporting on Key Metrics including their historic values and trends during the relevant Reporting Period;
  - c. Copies of material risk assessments and material evaluations carried out pursuant to Parts 1 and 6 of the Undertaking during the relevant Reporting Period (or, where the record of the assessment or evaluation is not in the form of a report or similar, an

accurate summary with supporting evidence), including, as applicable, an explanation of the methodology followed, the evidence gathered, the findings and measures to address identified risks and inadequacies. For the avoidance of doubt the material evaluations included in the Annual Compliance Statement must include evaluations of the systems, processes and policies (including applicable Thresholds) referred to in each of Parts 1-5 of the Undertaking;

- d. the proportion of Selling Partners and Reviewers that received a Sanction during the relevant Reporting Period;
- e. a summary of how the measures that Amazon has taken pursuant to the Undertaking in the relevant Reporting Period – including the Thresholds and Targets Amazon has set pursuant to the Undertaking and the methodology for carrying out the evaluations pursuant to Part 6 of the Undertaking – are capable of enabling Amazon to achieve the Overarching Objective.

33. In the event that, following submission of the Implementation Statement or an Annual Compliance Statement, the CMA considers there has been a material omission, upon notification by the CMA, Amazon will have 30 days to provide further information before the CMA takes any additional enforcement measures. Where 30 days is not reasonably practicable, Amazon can make representations to the CMA and the CMA, acting reasonably, will consider extending this time period.

34. The CMA may make a recommendation to Amazon following receipt of the Implementation Statement or an Annual Compliance Statement (as applicable) where the CMA has evidence that Amazon is not taking or using a measure as required by the Undertaking.

35. A recommendation made pursuant to paragraph 34 will set out the further measures that the CMA expects Amazon to take or use to remedy the matters referred to in that paragraph and the reasons why. Within 30 days of receiving a recommendation from the CMA, Amazon will:

- a. implement the CMA's recommendation;
- b. if Amazon determines that implementation of the recommendation would take longer than 30 days, explain why this is the case to the CMA and provide an appropriate plan for implementation; or
- c. if Amazon determines not to implement the CMA's recommendation, explain why to the CMA (including how any alternative measures Amazon is taking/has taken are capable of enabling Amazon to achieve the Overarching Objective).

### **Coordinating compliance with the Undertaking**

36. Prior to the signing of this Undertaking Amazon has designated, with the CMA's agreement, a senior employee with appropriate skills, experience, knowledge and level of

qualifications, to be ultimately responsible for the coordination of Amazon's compliance with the Undertaking, including: (a) preparing the Implementation Statement and the Annual Compliance Statements; (b) supporting the provision of relevant information and guidance to Amazon and its employees concerning their obligations pursuant to the Undertaking; and (c) acting as the main point of contact with the CMA in respect of the Undertaking, for each of (a) – (c) until the date falling 60 working days from submission of i) the final Annual Compliance Statement or, if later ii) any information reasonably required pursuant to paragraphs 33 and 35 of the Undertaking. If the designated person is no longer able to fulfil their responsibilities, Amazon will promptly identify and, with the CMA's approval which will not be unreasonably withheld, appoint a replacement.

37. The designated person will fulfil their responsibilities under this Undertaking honestly, truthfully and without risk of sanction for so doing. Amazon will also ensure that their other duties to Amazon do not result in a conflict of interest with respect to their responsibilities under this Undertaking. Amazon will provide them with the resources reasonably necessary (including where appropriate, access to technical experts, legal advice and training) to fulfil their responsibilities. For the avoidance of doubt, only the CMA, having regard to the Implementation Statement and the Annual Compliance Statements, will be able to ascertain Amazon's ultimate compliance with the Undertaking.
38. Amazon will keep records to demonstrate that it has complied with the Undertaking for a period of at least three years, in a manner consistent with its ordinary data retention practices and subject to applicable laws.

#### **SUPPLEMENTAL**

39. When a date or time period is specified, the obligation must be met by 23:59:00 hours in the time zone of the UK on the relevant day.
40. Subject to any express provision to the contrary made herein, the Undertaking is effective at the Signing Date.
41. Unless an alternative meaning is expressly provided for, any reference in the Undertaking to 'day' means calendar day. Where a deadline provided for in the Undertaking ends on a non-working day, the reference shall be taken to mean the deadline falling on the following working day.
42. If Amazon has any reason to suspect that the terms of the Undertaking may have been breached in a material respect, it must notify the CMA within 15 working days of becoming aware of such a breach.
43. The Undertaking and any dispute, claim and/or enforcement action (including non-contractual disputes or claims) arising between Amazon and the CMA in relation to the Undertaking will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute between Amazon and the CMA in relation to the Undertaking.
44. The CMA acknowledges that there may be limited circumstances in which Amazon is prevented from, or delayed in, fulfilling a requirement under the Undertaking due to a circumstance beyond Amazon's reasonable control, such as a significant and demonstrable

technical fault, system outage or similar event. In such circumstances the CMA will not treat Amazon as in breach of the Undertaking provided Amazon demonstrates it is using all reasonable endeavours to perform its obligations under the Undertaking as soon as reasonably practicable.

**BY SIGNING THE UNDERTAKING, AMAZON IS AGREEING TO THE TERMS OF THE UNDERTAKING.**

**THE UNDERTAKING DOES NOT AMOUNT TO AN ADMISSION THAT ANY PERSON HAS COMMITTED ANY CRIMINAL OFFENCE OR OTHERWISE INFRINGED THE LAW.**

**IF, HAVING SIGNED THIS DOCUMENT, AMAZON BREACHES ANY PART OF THE ABOVE UNDERTAKING, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.**

**THE CMA WILL CONSIDER VARYING OR TERMINATING THE UNDERTAKING, EITHER UPON REQUEST FROM AMAZON OR UNDER THE CMA'S OWN INITIATIVE, WHERE THERE HAS BEEN A CHANGE OF CIRCUMSTANCES SUCH THAT THE UNDERTAKING IS NO LONGER APPROPRIATE IN DEALING WITH THE ISSUES IT WAS DESIGNED TO REMEDY (E.G., THE UNDERTAKING IS AFFECTED BY NEW LEGISLATION OR CHANGES IN TECHNOLOGY OR MARKET CONDITIONS).**