

# **News Media Association Response to the CMA Call for Evidence: Proposed commitments from Apple and Google: app certainty and interoperable access**

The News Media Association (“**NMA**”) is the voice of UK national, regional, and local news media in all their print and digital forms – a £4 billion sector read by more than 46.4 million adults every month. Our members publish around 900 news media titles, ranging from well-known national and international brands to independent local papers of record, including The Guardian, Financial Times, The Daily Telegraph and the Daily Mirror, to the Manchester Evening News, Kent Messenger, and the Monmouthshire Beacon.

## **1. Summary**

The News Media Association (“**NMA**”) is very concerned that the CMA’s proposed reliance on non-statutory commitments in the mobile ecosystem risks delaying effective intervention and undermining the credibility of the UK’s new digital markets regime at an early and critical stage.

The proposed commitments do not address the structural sources of Apple’s and Google’s market power or realign platform incentives, and lack any binding legal basis or meaningful enforcement mechanism. As a result, they offer little prospect of durable change and risk entrenching the very behaviours the Digital Markets, Competition and Consumers Act (“**DMCCA**”) was designed to address.

Our comments focus on four key points:

1. The CMA should prioritise and urgently consult on an Anti-Steering Conduct Requirement (“**Anti-Steering CR**”), which is among the most effective tools available to introduce competitive pressure and change incentives.
2. Commitments are inadequate as a regulatory tool in this context and should not be used again as a substitute for formal CRs.
3. By the CMA’s own stated criteria, this is not a case in which commitments are appropriate.
4. If the CMA nevertheless proceeds with commitments, it should not accept them unless substantial improvements are made, and should stand ready to shift swiftly to CRs.

## **2. The urgent need for an Anti-Steering Conduct Requirement**

An Anti-Steering CR is one of the clearest and most direct ways to alter platform incentives in the mobile ecosystem. By enabling developers to communicate freely with users about alternative prices and payment options, effective anti-steering obligations introduce real competitive pressure on commissions and terms of access. Without such pressure, Apple and Google are able to maintain supra-competitive fees that are insulated from challenge by restrictions on communication rather than by the merits of their services.

Crucially, steering concerns a developer’s freedom to communicate, not the provision of a chargeable platform service. Where a developer directs a user to its own website or alternative payment method, the platform is not processing the payment, providing billing services, or assuming commercial risk. The developer bears those costs itself. Allowing platforms to charge a fee for such communication would therefore not reflect payment for a service rendered, but would amount to rent extraction from a captive market. An Anti-Steering CR

must therefore ensure that communication with users is fee-free, otherwise the underlying incentive problem remains unchanged.

The CMA has been examining steering restrictions for several years, including in its Mobile Ecosystems Market Study. Further delay risks compounding harm and normalising an enforcement posture that is reactive rather than decisive. Steering restrictions are not a marginal issue: they suppress price competition and deter investment and entry by making app-based business models artificially unviable. The cumulative effect is reduced innovation and higher prices for consumers.

International and domestic experience already provides clear and consistent lessons. Anti-steering remedies are ineffective where platforms are permitted to replace “gag rules” with alternative forms of circumvention, such as new fees or warning screens designed to deter users from exercising choice. Conversely, where regulators and courts have required fee-free and friction-free steering, the results have been immediate and tangible: suppressed product features re-emerge and prices fall towards competitive payment-processing levels.

Importantly, UK competition law experience supports this approach. The Competition Appeal Tribunal has recently confirmed that restrictions on in-app communication and payments were neither necessary nor proportionate to achieve the benefits claimed by Apple, and that charging fees on transactions where the platform does not provide payment services would simply recreate the same foreclosure effects that competition law seeks to prevent. This reinforces the conclusion that steering should be treated as a right, not as a revenue stream.

The CMA itself has previously indicated that it intended to consult on steering early in the new regime. We urge the CMA to accelerate its timetable and launch a consultation on an Anti-Steering CR as soon as possible, rather than deferring action or relying on informal commitments that do not change underlying incentives. Any Anti-Steering CR must be explicit that platforms may not impose fees, commissions, or technical friction that undermine the practical ability of developers to communicate with users. Anything less would risk replicating the failures already observed in other jurisdictions and would fall short of the CMA’s statutory objectives under the DMCCA.

### **3. Commitments are inadequate and should not be used again**

The proposed commitments are not grounded in any clear statutory framework under the DMCCA, and do not carry defined legal consequences or penalties in the event of breach.

It should also be noted that the use of non-binding commitments is not contemplated in the CMA’s published guidance on the operation of the new digital markets competition regime. The absence of any reference to such an approach in otherwise detailed guidance creates uncertainty as to the legal status and future use of commitments.

Therefore, the CMA’s reliance on non-binding commitments risks undermining one of the ‘4Ps’ - predictability - by introducing a mechanism that stakeholders could not reasonably have anticipated. The CMA also appears to have incorrectly interpreted the proportionality limb of its ‘4Ps’ framework (and the proportionality requirement in the DMCCA) as meaning that burdens on SMS firms must be minimised, rather than recognising that robust and enforceable remedies are often the only proportionate response to entrenched market power and sustained economic harm. Where market power is deep-rooted and incentives are misaligned, weaker or informal measures risk being ineffective and may ultimately prolong harm rather

than mitigate it. In such circumstances, stronger remedies are not disproportionate; they are necessary to achieve the CMA's statutory objectives.

If Apple or Google fail to comply with their commitments, the CMA would be left having to start again: designing and imposing CRs, and only then investigating non-compliance. Parliament conferred substantial new powers on the CMA under the DMCCA precisely to avoid prolonged cycles of circumvention and protracted enforcement processes. Resorting to informal commitments at the outset risks undermining the credibility of the regime both domestically and internationally.

For these reasons, the NMA considers that non-statutory commitments should not be used again as a substitute for CRs.

#### **4. By the CMA's own criteria, commitments are not appropriate**

The CMA's call for evidence sets out circumstances in which it will "normally not be appropriate" to accept commitments. On the CMA's own analysis, those circumstances are directly engaged here.

The proposed commitments do not involve structural change and do not address the underlying drivers of market power in the mobile ecosystem. They therefore do not realign incentives or introduce meaningful competitive constraints. Where incentives remain unchanged, there is little reason to expect sustained behavioural change.

Many of the commitments are framed in high-level or subjective terms and concern internal processes - such as app review, ranking, or interoperability decisions - to which only the platforms themselves have visibility. Compliance would therefore be difficult for third parties, and even the CMA, to determine or verify other than through platform self-reporting.

For the same reasons, the measures are vulnerable to circumvention. Broad, discretionary obligations combined with information asymmetry create ample scope for technical or procedural workarounds, particularly where ongoing CMA monitoring is the primary safeguard.

The CMA has itself recognised that commitments are inappropriate where an SMS firm's past conduct does not give confidence that it will engage constructively. The international enforcement record in relation to both Apple and Google provides ample grounds for caution in this regard.

Taken together, these factors mean that even by the CMA's own criteria, this is not a suitable case for commitments.

#### **5. If commitments are pursued, substantial improvements are required**

The NMA's clear view is that the CMA should proceed via formal CRs. However, if the CMA nevertheless continues to explore the use of commitments, it should not accept them unless they are substantially strengthened. At a minimum, this would require the following.

1. The commitments must impose clear, forward-looking obligations, rather than describing historic or average practice. Commitments that merely restate how a platform says it already operates do not constrain future conduct and offer no protection against regression. Any accepted commitments must therefore specify concrete obligations and defined timelines, including for edge cases and escalations,

not just the “typical” or “average” experience. Without this, commitments cannot deliver predictability or meaningful change.

2. The commitments must be framed around objective, independently assessable standards, rather than subjective formulations such as actions taken “where appropriate” or “where reasonable”. Subjective language grants platforms broad discretion in implementation and makes compliance extremely difficult for third parties or the CMA to verify. Given the information asymmetries inherent in digital markets, obligations must be capable of being tested against clear criteria.
3. The notice and consultation requirements for material changes must be materially strengthened, not diluted. Commitments should not weaken existing protections under instruments such as the Platform-to-Business Regulation. Where changes are likely to affect business model or technical architecture, advance notice alone is insufficient. Commitments should require structured consultation on significant changes, ensuring affected businesses have a meaningful opportunity to adapt to new rules before they take effect.
4. The commitments must include explicit non-retaliation safeguards and defined timelines for appeals and dispute resolution. Given platforms’ dual role as gatekeepers and downstream competitors, protections against retaliation are essential to ensure that businesses can raise concerns, engage with regulators, or challenge decisions without fear of adverse treatment. Similarly, appeal rights are illusory if they are not accompanied by clear procedures and binding timelines for resolution.
5. The commitments must be subject to meaningful monitoring and auditability, rather than reliance on platform self-reporting. Many of the practices at issue are internal and technical. In these circumstances, self-reporting is not a sufficient safeguard. Commitments should therefore be capable of independent verification, with clear reporting obligations and the possibility of external scrutiny, so that compliance does not depend solely on the platform’s own characterisation of its behaviour.

Even if these substantial improvements were made, commitments would remain an inherently weaker tool than formal CRs. Any commitments should therefore be accompanied by a clear and credible commitment from the CMA to move swiftly to formal CRs, if outcomes are not demonstrably achieved in practice. Commitments must not become a substitute for the enforceable obligations Parliament intended the CMA to use under the DMCCA.

**News Media Association**  
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