



CLAIM NO: FS-2024-000004

**IN THE HIGH COURT OF JUSTICE  
BUSINESS & PROPERTY COURTS OF ENGLAND AND WALES  
BUSINESS LIST (ChD)  
FINANCIAL SERVICES AND REGULATORY LIST**

FS-2024-000004

Master Clark  
22 May 2026

**BETWEEN:**

**COMPETITION AND MARKETS AUTHORITY**

**Claimant**

**-and-**

- (1) EMMA MATRATZEN GMBH**
- (2) EMMA SLEEP UK LIMITED**
- (3) EMMA SLEEP GMBH**

**Defendants**

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**CONSENT  
ORDER**

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**PENAL NOTICE**

**IF YOU, EMMA MATRATZEN GMBH, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE FINED OR HAVE YOUR ASSETS SEIZED AND ANY OF YOUR DIRECTORS MAY ALSO BE IMPRISONED OR FINED OR THEIR ASSETS MAY BE SEIZED.**

**IF YOU, EMMA SLEEP UK LIMITED, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE FINED OR HAVE YOUR ASSETS SEIZED AND ANY OF YOUR DIRECTORS MAY ALSO BE IMPRISONED OR FINED OR THEIR ASSETS MAY BE SEIZED.**

**IF YOU, EMMA SLEEP GMBH, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE FINED OR HAVE YOUR ASSETS SEIZED AND ANY OF YOUR DIRECTORS MAY ALSO BE IMPRISONED OR FINED OR THEIR ASSETS MAY BE SEIZED.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS A DEFENDANT TO BREACH THE TERMS OF THIS**

**ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.**

**YOU MUST NOT DISOBEY THIS ORDER, OR ASSIST A PERSON TO DISOBEY THIS ORDER, YOURSELF, OR IN ANY OTHER WAY, WHETHER BY OTHERS ACTING ON YOUR BEHALF OR ON YOUR INSTRUCTIONS OR WITH YOUR ENCOURAGEMENT. YOU MUST NOT DISOBEY THIS ORDER OR ASSIST A PERSON TO DISOBEY THIS ORDER BY YOUR DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, ASSOCIATES OR OTHERWISE.**

UPON the claim by Part 8 claim form dated 17 October 2024, by which the Claimant applies for an Enforcement order pursuant to s.217(3), s.217(10A) and s.222 Enterprise Act 2002 (“EA02”) on the basis that various commercial practices of the First Defendant were and are “Schedule 13 Infringements” within the meaning of s.212 EA02

AND UPON the Defendants accepting the matters set out in Appendix A to this order

AND UPON the Court being satisfied that the conditions in Sections 217 and 219B of the Enterprise Act 2002 are met for the purposes of this order

AND UPON the Defendants undertaking, pursuant to s217(6) and (9) of the EA02, so as to ensure that the collective interests of consumers in the United Kingdom (“UK”) are not harmed:

- (1) not to continue or repeat the Urgency Messaging Conduct (as defined in paragraph 1 of this order);
- (2) not to engage in such Urgency Messaging Conduct in the course of their business or another business;
- (3) not to consent to or connive in the carrying out of such Urgency Messaging Conduct by a body corporate with which they have a special relationship (within the meaning of section 222(3) EA02);
- (4) to comply with the requirements of Appendix B below; and
- (5) to procure that any further entities that may from time to time form part of the Emma corporate group, and to the extent that such entities are involved with the promotion, sale and/or supply of products to consumers in the UK under the ‘Emma’ brand, comply with this order.

**BY CONSENT**

**IT IS DECLARED THAT:**

1. The First Defendant’s conduct as set out in Appendix A to this order (the “**Urgency Messaging Conduct**”) constituted Schedule 13 Infringements.

**AND IT IS ORDERED THAT:**

2. No further order is made in respect of the allegations made in paragraphs 9.1 and 9.2 of the Claim Form and/or paragraphs 32-41 of the Amended Points of Claim dated 25 January 2025.
3. The remaining issues in the claim (namely the Headline Discount Claims Conduct and the Reference Pricing Conduct) shall proceed in accordance with the order dated 15 July 2025.
4. There is no order as to costs.
5. The Claimant shall serve this order on the Defendants.

**Service of the order**

The court has provided a sealed copy of this order to the serving party:  
Competition and Markets Authority at The Cabot, 25 Cabot Square, London, E14 4QZ (the Claimant)

## APPENDIX A

### CONDUCT CONSTITUTING A SCHEDULE 13 INFRINGEMENT

1. Headline Discount Claims, Countdown Timers and/or High Demand Claims are defined in accordance with Appendix B to the order.
2. The First Defendant's use of Headline Discount Claims, Countdown Timers and/or High Demand Claims (individually and in combination) between November 2021 and March 2024, in the particular circumstances specified below, constituted Schedule 13 Infringements.

#### 3. USE OF HEADLINE DISCOUNT CLAIMS AND COUNTDOWN TIMERS

- 3.1 **Where the same, or a substantially similar, offer appeared immediately or shortly after each Headline Discount Claim and any related Countdown Timer ended.** A Headline Discount Claim appeared continuously on every day of the periods between 13 January 2022 to 31 October 2022 and 1 December 2022 to 2 March 2024 and, typically, a Countdown Timer was displayed alongside the Headline Discount Claim. There were no gaps between such claims and no days where there was no such claim, despite the fact that each of the Headline Discount Claims was described as a limited-time offer.

#### 4. USE OF HIGH DEMAND CLAIMS

- 4.1 **Where "High Demand!" messages were displayed in circumstances where a significant number of customers had not purchased a product and/or were not in the process of doing so and the number of viewers/rate of purchases was not at risk of depleting the remaining stock.**
  - (a) On 4 February 2022, in respect of the Emma Premium Single Mattress the website displayed the message: '*High Demand During the last 24 hours this product has been viewed 6,458 times*'. Only 7 units of the product were sold on that day and there was no shortage of stock.
  - (b) The Defendants have admitted to 55 instances of the use of such High Demand Claims in relation to the Emma Original mattress and the Emma Premium mattress between 14 January 2022 and 25 November 2022.
  - (c) In the same period, High Demand Claims were triggered by either two or 500 visits to the website, depending on the version of the website visited.

## APPENDIX B UNDERTAKINGS TO THE COURT

### DEFINITIONS

‘**Black Friday Sale**’ means any promotion that starts before the Friday directly after Thanksgiving and runs on an uninterrupted basis for a period of time that includes that date.

‘**Bundle**’ means a product bundle in which two or more specific Products are made available to consumers by Emma at a combined price. For the avoidance of doubt, any variation in number or combination of Products which make up a product bundle will constitute a separate Bundle.

‘**Clear**’ and ‘**Clearly**’ means information must be:

- (a) clear;
- (b) in plain language;
- (c) easily understandable;
- (d) accurate;
- (e) free from visual design elements which convey an unwarranted sense of urgency (e.g. flashing text); and
- (f) not Misleading, either by action or omission or both.

‘**Compliance Deadline**’ means 20 June 2026.

‘**Countdown Timer**’ means any form of countdown timer, countdown clock or countdown mechanism (whether by time or date) used by Emma, or by a third party operator of an Online Platform acting in Emma’s name or at Emma’s direction, as part of a sales promotion relating (directly or indirectly) to a Product or Bundle.

‘**Day**’ means a calendar day which shall start at 00:00 and end at 23:59 UK time.

‘**Emma**’ is a reference to the First Defendant.

‘**Emma Website**’ means <https://www.emma-sleep.co.uk/> and any other Online Platform operated by or under the control of any member of the “Emma” group of companies and which is directed towards consumers in the UK.

‘**External RP**’ means a price charged by another trader for a product or bundle that Emma uses as a comparison price against the current selling price of an identical or similar Product or Bundle (as applicable).

‘**Headline Discount Claim**’ means any price reduction claim, where an individual Product or Bundle is not specified in the claim.

‘**High Demand Claim**’ means a claim made by Emma in the course of promoting, selling or supplying a Product(s) and/or Bundle(s) that consists of:

- (a) a phrase, symbol or other graphic that indicates, or otherwise implies, the Product or Bundle is popular, is in demand, that stock is likely to sell out or that there is otherwise a need for the consumer to act quickly to purchase the relevant Product or Bundle; or
- (b) a metric that measures and indicates pre-purchase consumer activity, such as number of page views, number of items held in baskets or similar.

For the avoidance of doubt this term: (i) includes any claim that indicates, or otherwise implies, that a sales promotion is time-limited, except to the extent that the claim is limited to indicating the closing date of a promotion, pursuant to requirements imposed by Advertising Standards Authority regulations rules or similar regulatory requirements including the UK Code of Non-Broadcast Advertising and Direct & Promotional Marketing and the UK Code of Broadcast Advertising; (ii) excludes Countdown Timers; and (iii) excludes any claim made by the operator of a third party Online Platform pursuant to its own procedures or policies where it is not acting in Emma’s name or at Emma’s direction.

‘**Misleading**’ is to be interpreted consistently with the prohibitions in the Consumer Protection from Unfair Trading Regulations 2008, the Digital Markets, Competition and Consumers Act 2024 and any subsequent legislation which replaces such legislation, having regard to any relevant guidance issued by the CMA.

‘**Online Platform**’ means any transactional or non-transactional online platform, website, virtual store, social network, social media channel, marketplace, web-shop or application, directed towards consumers in the UK.

‘**Online Selling Channel**’ means:

- (a) any Online Platform operated by Emma; and

- (b) any Online Platform that is operated by a third party through which Emma promotes, sells and/or supplies its Products and/or Bundles, provided that Emma has control (including partial, direct or indirect control) of the promotion of, or the pricing and discounting of, Products or Bundles promoted, supplied or sold via such Online Platform.

**‘Product’** means each specific product (including Refurbished Products) made available to consumers by Emma. For the avoidance of doubt, all variations of a product type, (whether by design, size, colour, additional component, add-on or other product characteristic, including name) will constitute a separate Product.

**‘Prominent’** and **‘Prominently’** means information must be presented so that it is:

- (a) noticeable to consumers;
- (b) in respect of written communications, in a font, size, colour and position that enables the consumer easily to identify, read, and understand the information;
- (c) in respect of oral communications, delivered at a speed and in a manner that enables the consumer easily to understand the information; and
- (d) does not require the consumer to take any action to access the information.

**‘Reference Price(s)’** means a price against which the current selling price of a Product or Bundle is directly or implicitly compared, but excludes External RPs.

**‘Substantially Similar Promotion’** means a sales promotion initiated or controlled by Emma or conducted in Emma’s name or at Emma’s direction for the same Products or Bundles, or any similar substitute thereof, as were featured in the relevant prior promotion that is substantially similar in nature to, the relevant prior promotion.

**‘Thanksgiving’** means the United States public holiday that falls on the fourth Thursday of November.

## REQUIREMENTS

### Countdown Timers

1. Emma shall ensure that any Countdown Timers that it uses, or directs to be used on any Online Selling Channels:
  - (a) do not, whether explicitly or implicitly, give consumers a false impression that they must act quickly to avoid missing out;
  - (b) do not, whether explicitly or implicitly, give the impression that when the Countdown Timer concludes the Product or Bundle will revert to the Reference Price if in fact that is not true; and
  - (c) are not otherwise Misleading.
2. In particular, subject to paragraph 6, Emma shall ensure that any Countdown Timers that it uses, or directs to be used:
  - (a) are Clear;
  - (b) specify Prominently which sales promotion(s) and Product(s) or Bundle(s) the Countdown Timers apply to;
  - (c) are displayed only on pages or other communications that are directly relevant to the sales promotion(s) and Product(s) or Bundle(s) to which the Countdown Timers apply;
  - (d) state Prominently which characteristics of the sales promotion(s) and Product(s) or Bundles will change when the Countdown Timers conclude;
  - (e) conclude at the same time as the sales promotion(s) to which the Countdown Timers apply;
  - (f) are not used where the relevant Product(s) or Bundle(s) are offered on any Substantially Similar Promotion within 28 consecutive days after the date on which the Countdown Timers conclude; and
  - (g) are not used where any similar substitute of the relevant Product(s) or Bundle(s) is offered on any Substantially Similar Promotion within 28 consecutive days after the date on which the Countdown Timers conclude.

## **High Demand Claims**

3. Emma shall ensure that any High Demand Claims used on any Online Selling Channels:
  - a) do not, whether explicitly or implicitly, give consumers a false impression that they must act quickly to avoid missing out; and
  - b) are not otherwise Misleading.
4. In particular, Emma shall ensure that any High Demand Claims:
  - (a) are Clear; and
  - (b) disclose Prominently any conditions, assumptions, limitations, and qualifications that are relevant to the High Demand Claim.
5. Subject to paragraph 7, Emma shall also ensure that any High Demand Claim which indicates, or otherwise implies, that a sales promotion is time-limited is not used where any similar substitute of the relevant Product(s) or Bundle(s) is offered on a Substantially Similar Promotion within 28 consecutive days after the time-limited offer concludes unless it is Clearly and Prominently specified which substitute Product(s) or Bundle(s) will go on sales promotion within the aforementioned 28 day period.

## **Black Friday Sales**

6. In circumstances where a Countdown Timer has been used to indicate the point at which a Black Friday Sale concludes, the references in paragraphs 2(f) and (g) to '28 consecutive days' are substituted with '21 consecutive days'.
7. In circumstances where a High Demand Claim is used during a Black Friday Sale, the references in paragraph 5 to '28 consecutive days' and '28 day period' are substituted with '21 consecutive days' and '21 day period', respectively.

## **Reporting and compliance**

8. Within 6 calendar months from the Compliance Deadline, Emma shall provide to the CMA a dataset including all relevant information requested by the CMA in relation to all:
  - (a) Products offered for sale on the Online Selling Channels during the period of 5

calendar months from the Compliance Deadline;

(b) Bundles offered for sale on the Online Selling Channels during the period of 5 calendar months from the Compliance Deadline; and

(c) High Demand Claims and Countdown Timers presented on the Online Selling Channels during the period of 5 calendar months from the Compliance Deadline.

9. Emma shall independently monitor and record its own compliance with these Requirements, which must include appropriate training for staff. The CMA may, upon reasonable notice, request such records at any time.
10. If Emma suspects that it may not be in compliance with these Undertakings, it shall take all necessary steps to assess whether it is in compliance and bring itself into compliance within 5 Days.
11. Emma believes itself to be in compliance with these Undertakings at the time of signing, but shall have until the Compliance Deadline to ensure its internal compliance processes are in place, and fully operational.
12. Nothing in these Requirements constitutes approval or certification of Emma's compliance with consumer protection laws.