Final Infringement Notice

Chapter 4, Part 3, Digital Markets, Competition and Consumers Act 2024

Wayfair Stores Limited
Case No: 51629

12 October 2026

CMA
Competition & Markets Authority

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Confidential information in the original version of this Decision has been redacted from the published version on the public register. Redacted confidential information in the text of the published version of the Decision is denoted by [✂].

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1. INTRODUCTION

1.1 This final infringement notice (**FIN**) is given to Wayfair Stores Limited trading as 'Wayfair' (the **Respondent**).[1]

1.2 The Competition and Markets Authority (**CMA**) began an investigation into the Respondent and its practices under section 180 of the Digital Markets, Competition and Consumers Act 2024 (**DMCC Act**) on 17 November 2025.[2] The CMA gave the Respondent a provisional infringement notice (**PIN**) under section 181 of the DMCC Act on 9 September 2026 and the Respondent provided representations on 23 September 2026.

1.3 On 7 October 2026, on the basis of conditions of settlement offered to the Respondent, the Respondent agreed to settle the CMA's investigation and comply with these conditions (as specified in its Letter of Acceptance) (**Conditions of Settlement**).[3] As part of the Conditions of Settlement, the Respondent:

(a) admitted the facts set out in the PIN and made a clear and unequivocal admission that it had engaged in conduct which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act in the terms set out in the PIN given to the Respondent on 9 September 2026;[4]

(b) agreed to an expedited procedure for the remainder of the CMA's investigation;

(c) confirmed that it had ceased the relevant infringement and committed to comply with the directions in the FIN including the requirement to comply with enhanced consumer measures (**ECMs**) – namely, a compliance measure;

(d) agreed to comply with the other requirements of the FIN including accepting that a maximum financial penalty would be imposed and that it would pay the penalty imposed; and

(e) agreed not to appeal or otherwise challenge any matter in the FIN.

[1] The Respondent is a private limited company incorporated in Ireland, company number 457604, whose registered office address is Wayfair House, Tuam Road, Galway, Co. Galway, Ireland. The company is a UK VAT registered business (UK VAT number GB922944513).

[2] Wayfair: consumer protection enforcement case - GOV.UK.

[3] The Conditions of Settlement are set out in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 7 October 2026.

[4] Subject to limited amendments agreed between the CMA and the Respondent which are reflected in this FIN.

1.4 By giving this FIN, the CMA gives notice to the Respondent, pursuant to section 182 of the DMCC Act that, having considered the Respondent's representations on the PIN and its admissions as part of the settlement process, the CMA is satisfied that between 6 April 2025 and 15 June 2026 (the **Relevant Period**),[5] the Respondent engaged in commercial practices constituting relevant infringements under section 148 of the DMCC Act – namely, falsely stating that products would only be available for a limited time, or that they would only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice. This contravened section 225(1) and paragraph 7 of Schedule 20 to the DMCC Act (this being a specified prohibition under section 150 of the DMCC Act), constitutes a commercial practice which harmed the collective interests of consumers and had a UK connection.[6]

1.5 Pursuant to section 182(7) of the DMCC Act, this FIN sets out:

(a) the grounds on which it is given;

(b) that a penalty is imposed by the FIN under section 182(4)(b) of the DMCC Act, and provides the Respondent with the monetary penalty information required under section 203 of the DMCC Act; and

(c) that the Respondent has a right under section 202 of the DMCC Act to appeal against the FIN and the main details of that right; however, as set out at paragraph 1.3 above, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN.

1.6 Further to paragraph 1.5(b) above, following consideration of all relevant circumstances and having regard to the CMA's Direct Consumer Enforcement Guidance: CMA200 dated 14 March 2025 (**CMA200**),[7] the CMA gives notice to the Respondent that it is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements for the purposes of section 148 of the DMCC Act and imposes on the Respondent a requirement to pay a monetary penalty of **£4,800,000**. For further details on this penalty and how the CMA has calculated this penalty see paragraphs 4.1 to 4.51 below.

[5] The CMA can only impose a monetary penalty in relation to conduct which takes place after the commencement date of Parts 3 and 4 of the DMCC Act – specifically, on or after 6 April 2025.
[6] Sections 148 to 150 of the DMCC Act.
[7] Direct consumer enforcement guidance: CMA200.

1.7 In addition, the CMA gives notice to the Respondent that it is imposing directions on the Respondent for the purposes of securing that the Respondent complies with section 181(5) of the DMCC Act,[8] including directions requiring the Respondent to take an ECM in accordance with section 183 of the DMCC Act.[9] Specifically, the directions include a compliance measure and require the Respondent to conduct on a quarterly basis a review of its practices relating to time limited offers to ensure they are compliant with consumer law.[10]

1.8 For further details on these directions see paragraphs 3.1 to 3.8 below.

1.9 Further details of the Respondent's rights to appeal are set out in paragraphs 6.3 and 6.4 below. However, as set out at paragraph 1.3 above, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN.

1.10 This is the first time that the CMA has investigated the Respondent in respect of the acts or omissions in relation to which the FIN is given.[11]

Other members of the group

1.11 The Respondent is a member of a group of bodies corporate. Wayfair Inc. (a company based in Boston, Massachusetts, USA) is the ultimate parent of the group and is the ultimate controller of the Respondent. Wayfair Inc. and its subsidiaries – including the Respondent – are therefore 'interconnected bodies corporate' pursuant to section 200 of the DMCC Act.[12]

1.12 This FIN is also given to the other members of the Respondent's group of interconnected bodies corporate in accordance with section 200 of the DMCC Act and Rule 9 of the CMA's Direct consumer enforcement rules

[8] Directions are such measures as the CMA considers appropriate for, or in connection with, the purpose of ensuring that the party does not engage in, continue or repeat the infringing practice, or does not consent to, or connive in the infringing practice either itself or by a body corporate with which the party has a special relationship. Section 182(4)(a) of the DMCC Act.
[9] Section 182(4)(a) of the DMCC Act.
[10] Section 221(3) of the DMCC Act.
[11] Section 182(3) of the DMCC Act requires that in deciding whether to give a final infringement notice the CMA must have regard to whether the respondent has previously given an undertaking under this Chapter or Chapter 3 in respect of the acts or omissions in relation to which a final infringement notice would be given. The Respondent has not previously given any undertakings in respect of the acts or omissions in relation to which the FIN is given.
[12] As defined in section 200 of the DMCC Act, a group of interconnected bodies corporate is a group consisting of two or more bodies corporate all of whom are interconnected with each other. Any two bodies corporate are interconnected: (a) if one of them is a subsidiary of the other, or (b) if both of them are subsidiaries of the same body corporate. 'Subsidiary' has the meaning given by section 1159 of the Companies Act 2006.

CMA201 dated 4 April 2025 (the **CMA Consumer Enforcement Rules**)[13] for the purpose of notifying them of the FIN and that:

(a) the CMA is satisfied that those bodies corporate are interconnected in relation to the Respondent;[14] and

(b) the requirements the CMA imposes on the Respondent in this FIN are also binding upon them (in addition to the Respondent), as if each of them were the Respondent.[15]

1.13 For further details about the CMA's requirements in this regard, see section 5 below.

2. GROUNDS ON WHICH THE NOTICE IS GIVEN

2.1 The CMA may give a FIN where it is satisfied that a respondent has engaged, is engaging or is likely to engage in a commercial practice constituting a relevant infringement.[16]

2.2 This section sets out the grounds on which this FIN is given, in particular why the CMA is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements. In reaching this conclusion, the CMA has taken account of the evidence gathered by the CMA during its investigation and the admissions made by the Respondent as part of the settlement process that:

(a) it has engaged in the conduct detailed at paragraphs 2.3 to 2.29 below; and

(b) the conduct constitutes a relevant infringement for the purposes of section 148 of the DMCC Act for the reasons set out at paragraphs 2.30 to 2.49 below.

The conduct

2.3 The Respondent is an online retailer of, amongst other things, home and furniture goods, selling to UK consumers through the operation of the

[13] See the Schedule to The Digital Markets, Competition and Consumers Act 2024 (CMA Consumer Enforcement Rules) Regulations 2025, also referred to in CMA201 as the CMA's Rules on the direct consumer enforcement regime set out in the Digital Markets, Competition and Consumers Act 2024.
[14] Section 200(1) and 200(2) of the DMCC Act. The CMA finds that the interconnection condition (as set out in section 200(2) of the DMCC Act) applies.
[15] Section 200(3) of the DMCC Act.
[16] Section 182 of the DMCC Act.

website: https://www.wayfair.co.uk (the **Website**). Consumers can browse the various products offered for sale on the Website. Upon selecting the product(s) they wish to purchase, consumers can enter into a contract with the Respondent via the Website for the purchase and supply of the product(s).[17]

2.4 The CMA issued two notices to the Respondent under paragraph 14 of Schedule 5, Part 3 of the Consumer Rights Act 2015. The first was issued on 17 November 2025 (**Information Notice 1**)[18] and the second on 16 April 2026 (**Information Notice 2**).[19] The Respondent's responses to these notices confirmed, among other things, that it ran time limited offer promotions on the Website during the Relevant Period.

2.5 The Respondent ran two types of 24-hour sales promotions on the Website during the Relevant Period: 'Daily Deals' or 'Deals of the Day' (**Daily Deals**) and 'Flash Deals' (**Flash Deals**). The Daily Deals and Flash Deals were intermittent promotions: products were not available for purchase as Daily Deals or Flash Deals every day. Between 6 April 2025 and 17 November 2025, products were available for purchase on a Daily Deal for 162 days and on a Flash Deal for 18 days.[20] As five of those deals ran concurrently, this represents 175 days out of a 226-day period.[21] Based on the information provided by the Respondent, between 6 April 2025 and 16 April 2026, [✂] orders involved products in a Daily Deal and [✂] orders involved products in a Flash Deal.[22]

Daily Deals

2.6 The Daily Deals were introduced by the Respondent in November 2024.[23] A Daily Deal is an offer for a product which is described or identified (whether alone or as part of a selection of products) as a 'Daily Deal' or 'Deal of the Day'. These offers were displayed to consumers on a page of the Website described or identified as 'The Daily Deals' or 'Deals of the Day' (**the Daily**

[17] https://www.wayfair.co.uk/terms?section=terms-and-conditions-of-use-and-sale.
[18] Information Notice 1 ***(CTH-000000242)***.
[19] Information Notice 2 ***(CTH-000000352)***.
[20] This is the period for which the Respondent provided the CMA with comprehensive dates for when it ran Daily Deals and Flash Deals on the Website. Dates provided in response to Information Notice 1 (paragraph 8) ***(CTH-000000003)***.
[21] This is the period for which the Respondent has provided the CMA with comprehensive dates for when it ran Daily Deals and Flash Deals on the Website. Dates provided by Wayfair in response to Information Notice 1 (paragraph 8) ***(CTH-000000003)***.
[22] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026 – updated tabs 5 and 7 ***(CTH-000001960)***.
[23] Wayfair response to Information Notice 1 (paragraph 9) ***(CTH-000000003)***.

Deals/Deals of the Day Webpage). Daily Deals have now been discontinued: the last Daily Deals promotion ran on 16 June 2026.[24]

2.7 The Website homepage prominently displayed sales banners and rotating carousels during the Relevant Period titled 'The Daily Deals' with accompanying statements such as 'New Offers Every Day' and 'Here Today, Gone Tomorrow'.[25] Consumers could click on these sales banners and rotating carousels to access the Daily Deals/Deals of the Day Webpage, comprised of a large selection of product offers beneath a prominent heading (either 'The Daily Deals' or 'Deals of the Day') and the accompanying statement 'New Every Day!'.[26]

2.8 On 11 August 2025, the Respondent also began displaying countdown timers at product level on the individual webpages for products featured on the Daily Deals/Deals of the Day Webpage, as well as on the Daily Deals/Deals of the Day Webpage itself.[27] Each countdown timer had the prefix 'ends in' and counted down in hours, minutes and seconds. All webpages featured the same countdown timer programmed to run from 00:01 until 23:59 that day.[28] The individual product countdown timers were accompanied by the statement '24 Hour Deal'. Offers usually (but not always) displayed a percentage-based savings claim, i.e. 'x% Off'.[29] The CMA observed that the countdown timers appeared to stop in March 2026 and the Respondent confirmed that from 7 April 2026 product level and shopping cart countdown timers were no longer displayed.[30, 31]

2.9 The Respondent informed the CMA that from mid-July 2025 it started transitioning from an algorithmic to a manual curation process for the selection of products for inclusion in the Daily Deals promotions.[32] The Respondent completed its transition from the algorithmic to the manual curation of products in September 2025 (before the CMA launched its investigation) and stated that compliance improved materially from 11

[24] Wayfair response dated 29 June 2026 to CMA letter of 15 June 2026 and summary statement of case, (paragraph 31) ***(CTH-000000385)***.
[25] Wayfair response to Information Notice 2 ***(CTH-000000235)***. On 20 January 2026 *'The Daily Deals – New Offers Everyday'* was replaced with *'Deals of the Day – Here Today, Gone Tomorrow'* (paragraph 50).
[26] Indicative examples of the Daily Deals are shown in Figures 1 to 4 in Annex A.
[27] Daily Deals were presented as a one day/24 hour only sales promotion even before the introduction of the countdown timers e.g. 'New Offers Every Day', 'Here Today, Gone Tomorrow'.
[28] Wayfair response to Information Notice 1 (paragraph 15) ***(CTH-000000003)***.
[29] 'x% Off' represents a percentage deduction amount from the listing price of the product.
[30] The first Daily Deals/Deals of the Day Webpage the CMA observed after August 2025 that did not include countdown timers was on 19 March 2026. Prior to that, the CMA's most recent observation was on 25 February 2026, when the Daily Deals/Deals of the Day Webpage did include countdown timers.
[31] Wayfair response to Information Notice 2 ***(CTH-000000235)***. From 7 April *2026 'product-level as well as shopping cart countdown timers are no longer displayed'* and *'24-hour countdown timers remain on the "Deals of the Day" landing page'* (paragraph 51).
[32] Wayfair response to Information Notice 1 (paragraph 11) ***(CTH-000000003)***.

August 2025 onwards.[33] However, after 11 August 2025 the CMA continued to observe products that were offered as a Daily Deal being available to purchase at the same or a lower price the following day.

2.10 Indicative examples of the Daily Deals are shown in Figures 1 to 4 in **Annex A**.

Daily Deals analysis: 17 July 2025 to 17 August 2025

2.11 The Respondent provided the CMA with a list of all products[34] offered as a Daily Deal on any day between 17 July 2025 and 17 August 2025 (the **Sample Period**). For each of these products, the Respondent provided data for each day between 1 June 2025 and 31 October 2025 on, amongst other things, the product's selling price[35] and whether the product was offered as a Daily Deal that day.[36]

2.12 The CMA calculated for each day of the Sample Period the percentage of products on a Daily Deal that day which were available to purchase at the same or lower price the following day.[37, 38] Table 1 presents a summary of this analysis: it shows that on all but one day within the Sample Period, products which were offered as a Daily Deal were available at the same or a lower price the following day.[39]

Table 1: Frequency of percentage of products on a Daily Deal which were then available at the same or at a lower price the following day

Percentage of products on a Daily Deal on a given day which were available at the same or at a lower price the following day	Number of days in the Sample Period with this percentage
90% to 100%	15
75% to <90%	1
50% to <75%	1
25% to <50%	6
>0% to <25%	7
0%	1
Total	**31**

[33] Wayfair response dated 29 June 2026 to CMA letter of 15 June 2026 and summary statement of case, (paragraph 23) ***(CTH-000000385)***.
[34] Variants of product (such as different colours or finish options within the same basic product) are treated as separate products.
[35] Whenever price is referenced, it means the selling price, i.e. the price of the product on that day.
[36] See Annex A, Figure 7.
[37] The CMA noted that some of the products offered as a Daily Deal were available at the same or lower purchase price as part of another Daily Deal or other sale promotion the following day. In the majority of cases the products available at the same or lower purchase price the following day were not part of another Daily Deal or other sale promotion.
[38] The CMA noted that during the Sample Period products were often available at the same or lower price within a short period after the Daily Deal had ended (between one to seven days). These repetitions are not included in the calculation.
[39] The total number of days in Table 1 is 31 even though there are 32 days in the Sample Period because 7 August 2025 had no products on a Daily Deal.

2.13 The CMA's analysis shows that there were many days in the Sample Period where a very high percentage of products on a Daily Deal were available to purchase at the same or a lower price the following day. For example, Table 1 shows that there were 15 days where 90% to 100% of the products on a Daily Deal that day were available at the same or a lower price the following day. The mean daily percentage of products which were offered as a Daily Deal on a given day which were offered at the same or a lower price the following day was 61%.[40, 41]

2.14 The CMA observed that out of a total of 58,116 Daily Deal offers at a product level, there were 16,532 instances over the Sample Period of products being available at the same or a lower price the next day.[42] This equates to 28% of Daily Deal offers during the Sample Period being available at the same or a lower price the following day.[43]

2.15 This analysis only considers circumstances where the product was available at the same or a lower price the following day. The CMA has also observed occurrences where a product was on a Daily Deal and then available at a slightly higher, but still substantially the same, price the following day. For example, one product had a price of £19.97 as part of a Daily Deal and was available at £19.98 the following day.[44] Another product was on a Daily Deal with a price of £65.42 and was available at £65.44 the following day.[45]

Daily Deals analysis: March, April and May 2026

2.16 The CMA completed three further reviews of the Daily Deals/Deals of the Day Webpage in March, April and May 2026 to identify whether the infringing conduct was continuing.

2.17 For the March and May 2026 reviews the CMA examined a sample of 101 products offered on the first three pages of the Daily Deals/Deals of the Day Webpage and recorded the price of each product. The CMA then reviewed the same 101 products the next day, once they were removed from the Daily

[40] The mean percentage is calculated by adding the percentage of products on a Daily Deal which were then available at the same or a lower price the following day across each day of the Sample Period and dividing by the number of days in the Sample Period which had at least one product on a Daily Deal (i.e. 31). As such, it is an unweighted percentage.
[41] See Annex A, Figure 7 for the full results.
[42] See Annex A, Figure 7 for the full results.
[43] The 28% figure was calculated by dividing the number of instances where the product was available at the same or a lower price the following day during the Sample Period (16,532 instances) by the total number of Daily Deal offers at a product level during the Sample Period (58,116 Daily Deal offers).
[44] Product option combination ID 50279145 was on a Daily Deal on 25 July 2025 and 26 July 2025.
[45] Product option combination ID 97322159 was on a Daily Deal on 29 July 2025 and 30 July 2025.

Deals/Deals of the Day Webpage and after the time limited offer period was due to expire, and recorded the prices shown.

2.18 The CMA conducted the first review of a sample of 101 products offered on the first three pages of the Daily Deals/Deals of the Day Webpage on 19 and 20 March 2026:

(a) All the reviewed products had a 'Deals of the Day' banner on their product webpage on the first day but not on the second day.

(b) However, of the 101[46] products looked at on the first day (19 March 2026), 18 products were priced lower[47] and 14 were priced the same the following day (20 March 2026).[48]

2.19 The CMA then reviewed a separate sample of 101 products[49] offered on the first three pages of the Daily Deals/Deals of the Day Webpage on 6 and 7 May 2026:

(a) All the reviewed products had a 'Deals of the Day' banner on their product webpage on the first day but not on the second day.

(b) However, of the 101[50] products looked at on the first day (6 May 2026), 15 products were priced lower[51] and 17 were priced the same the following day (7 May 2026).[52]

2.20 The CMA conducted a separate review of products offered for sale on the Daily Deals/Deals of the Day Webpage on 13, 14, 15, 16 and 17 April 2026. For this review the CMA began by reviewing the Daily Deals/Deals of the Day Webpage on 13 April to record the price of offered products. The CMA repeated the exercise on 14 April to identify whether the products were still listed on the Daily Deals/Deals of the Day Webpage and whether the price of any products was the same as or lower than the previous day.[53] This review

[46] Two products appeared on the Daily Deals/Deals of the Day Webpage twice on 19 March 2026 so 101 unique products were reviewed. The CMA noted that there were 534 products on the Daily Deals/Deals of the Day Webpage on 19 March 2026 at the start of the review, however, the CMA observed that the number of products available for sale on the Daily Deals/Deals of the Day Webpage fluctuated across the day.
[47] See Annex A, Figure 8 for an example of one of these products.
[48] See Annex A, Figure 9 for an example of one of these products.
[49] With the exception of one product, the sample of 101 products in the CMA's March and May 2026 reviews comprised different products.
[50] One product appeared on the Daily Deals/Deals of the Day Webpage twice on 6 May 2026 so 101 unique products were reviewed. The CMA noted that there were 593 products on the Daily Deals/Deals of the Day Webpage on 6 May 2026 at the start of the review but observed that the number of products available for sale on the Daily Deals/Deals of the Day Webpage fluctuated across the day.
[51] See Annex A, Figure 10 for an example of one of these products.
[52] See Annex A, Figure 11 for an example of one of these products.
[53] All products and prices were recorded across the Daily Deals/Deals of the Day Webpages on both 13 and 14 April 2026, however only some of these were reviewed to identify products which were available on the Daily Deals/Deals of the Day Webpages on both 13 and 14 April 2026 at the same price.

identified 11 products offered on 13 April 2026 were available at the same price (and still offered as Daily Deals) on 14 April 2026.

2.21 The CMA then reviewed these 11 products on 15, 16 and 17 April 2026:

(a) On 15 April 2026, 5 of the 11 products were still available for sale on the Daily Deals/Deals of the Day Webpage at the same price.[54]

(b) On 16 April 2026, the same 5 products were not available for sale on the Daily Deals/Deals of the Day Webpage, but all 5 were available to purchase at the same price as when the products were offered as a Daily Deal on 13, 14 and 15 April 2026.[55]

(c) On 17 April 2026, the same 5 products were not available for sale on the Daily Deals/Deals of the Day Webpage, but all 5 were still available to purchase at the same price as 16 April 2026 and at the same price as when they were offered as Daily Deals on 13, 14 and 15 April 2026.[56, 57]

Flash Deals

2.22 Flash Deals were introduced by the Respondent in October 2023[58] and continued to operate as at the date of the PIN. A Flash Deal is an offer for a product which is described or identified (whether alone or as part of a selection of products) as a 'Flash Deal' lasting for 24 hours. These offers were displayed to consumers on a page of the Website described or identified as 'Flash Deals' with a heading, banner or other label/description, such as a countdown timer indicating that the offers shown were 24-hour offers (the **Flash Deals Webpage**). The Website homepage displayed sales banners during the Relevant Period, titled '24-HOUR FLASH DEALS', with the accompanying statement 'Ends Midnight'.[59] Consumers could click on the sales banners and rotating carousels to access the Flash Deals Webpage, which comprised of a large selection of product offers beneath a prominent 'Flash Deals' heading and a countdown timer.

2.23 The Respondent displayed countdown timers on product listings on the Flash Deals Webpage and on the individual product webpages. Each

[54] The other 6 products (from the original 11 products) increased in price on 15 April 2026 and remained available for sale on the Daily Deals/Deals of the Day Webpage.
[55] On 16 April 2026, none of the other 6 products (from the original 11 products) were available for sale on the Daily Deals/Deals of the Day Webpage but 5 were available for purchase at the same price as they were on 15 April 2026 and 1 was available at a lower price.
[56] On 17 April 2026, 5 of the 6 other products (from the original 11 products) remained available for sale at the same price as they were on 15 and 16 April 2026.
[57] See Annex A, Figure 12 for a list of these products and the product price.
[58] Wayfair response to Information Notice 2 (paragraph 53) ***(CTH-000000235)***.
[59] See Annex A, Figure 5 ***(CTH-000000527)***.

countdown timer had the prefix ‘ends in’ and counted down in hours, minutes and seconds. All webpages featured the same countdown timer programmed to run from 00:01 until 23:59 that day. At the end of the day, the countdown timer automatically disappeared and, if there was another Flash Deal promotion on the next day, the countdown timer was re-applied to that day’s event landing page and to the relevant products included in the Flash Deal promotion on that day.[60] The individual product countdown timers were accompanied by the statement ‘Flash Deal’ and offers usually (but not always) displayed a percentage-based savings claim, i.e. ‘x% Off’.[61]

2.24 The Respondent informed the CMA that during the Relevant Period it used a manual curation process, similar to that described at paragraph 2.9 above, for the selection of products for inclusion in the Flash Deals promotions.[62] However, the CMA has observed products that were offered as a Flash Deal being available to purchase at the same or a lower price the following day during the Relevant Period.

2.25 Indicative examples of the Flash Deals are shown in Figures 5 and 6 in **Annex A**.

Flash Deals analysis: 1 June 2025 to 31 October 2025

2.26 As noted above at paragraph 2.11, the CMA gathered data covering the period 1 June 2025 to 31 October 2025 relating to all products that were on offer as a Daily Deal at least once during the Sample Period. There were no Flash Deals during the Sample Period but some of the products in the sample were on a Flash Deal during the period covered by the data (the first of these was on 10 July 2025 and the last was on 31 October 2025). The CMA noted that in the dataset for the period 1 June 2025 to 31 October 2025, there were 10,374 products within the sample that had at least one Flash Deal during this period, which together accounted for 11,813 Flash Deal occurrences which the CMA was able to analyse.

2.27 The CMA observed the same pattern of products being offered as a Flash Deal on one day and then being available at the same or a lower price the following day. Of the 11,813 Flash Deal occurrences in the dataset, there were 1,946 occurrences (approximately 16% of the 11,813 Flash Deal

[60] Wayfair response to Information Notice 1 (paragraph 16) ***(CTH-000000003)***.
[61] ‘x% Off’ represents a percentage deduction amount from the listing price of the product.
[62] Wayfair response to Information Notice 1 (paragraph 13) ***(CTH-000000003)***.

occurrences[63] within the CMA's dataset) across 1,865 products,[64] where the product was available at the same or a lower price the day after it was offered as a Flash Deal. For example, one product had a price of £12.99 as part of a Flash Deal and was available at the same price the following day.[65] Similarly, another product had a price of £42.99 as part of a Flash Deal and was available the following day at the same price.[66]

Flash Deals analysis: March 2026

2.28 The CMA continued to monitor the Flash Deals Webpage to identify whether the infringing conduct was continuing. The CMA reviewed 95 products[67] advertised on the first three pages of the Flash Deals Webpage on 16 March 2026 and recorded the price. The CMA then reviewed the same 95 products again on 17 March 2026 after the time limited offer period was due to expire and recorded the price shown. This review identified that:

(a) All the reviewed products had a 'Flash Deals' banner on the first day but not on the second day.

(b) However, of the 95 products looked at on 16 March, 11 products were priced the same the day after they had been offered as part of a Flash Deal (17 March).[68] No products were priced lower.

Daily Deals and Flash Deals: summary

2.29 Based on its analysis of the evidence (as set out above), the CMA is satisfied that the Respondent made false statements during the Relevant Period that certain products would only be available on particular terms for a limited time by:

[63] As set out above, the CMA's dataset covers all products that were on a Daily Deal at least once during the Sample Period. A number of these products were also on a Flash Deal between 1 June 2025 and 31 October 2025, enabling the CMA to analyse whether those products were offered as a Flash Deal on one day and then available at the same or a lower price the following day. The CMA's dataset does not include all products that were on a Flash Deal during the period 1 June 2025 to 31 October 2025 and, as such, the CMA's analysis relates only to the products in the dataset.

[64] A product can be present in multiple Flash Deals, so the number of occurrences does not match the number of unique products.

[65] Product option combination ID 325137 was on a Flash Deal on 10 July 2025.

[66] Product option combination ID 31816528 was on a Flash Deal on 1 September 2025.

[67] One product appeared on the Flash Deals Webpage twice so 95 unique products were reviewed. The CMA noted that there were 529 products on the Flash Deals Webpage on 16 March 2026 at the start of the review, however, the CMA observed that the number of products available for sale on the Flash Deals Webpage fluctuated across the day. On 16 March 2026 the number of products on the Flash Deals Webpage decreased from 529 to 504.

[68] See Annex A, Figure 13 for an example of one of these products.

(a) offering products for sale to consumers at a specified price as part of time limited Daily Deals and Flash Deals promotions;

(b) using accompanying statements in the presentation of those offers to emphasise the limited one day/24-hour availability of the promotional price, including 'New Offers Every Day', 'Here Today, Gone Tomorrow', 'New Every Day!', '24-HOUR FLASH DEALS', 'Ends Midnight' and 24-hour countdown timers; and

(c) offering the same products at the same or a lower price the following day (or longer) after those products had been offered as part of time limited Daily Deals or Flash Deals promotions.

Legal assessment

Relevant infringement

2.30 A commercial practice is a relevant infringement if it:

(a) harms the collective interests of consumers;[69]

(b) meets the UK connection condition;[70] and

(c) meets the specified prohibition condition.[71]

Commercial practice

2.31 A relevant infringement must be a 'commercial practice'. This includes an act or omission by a trader relating to the promotion or supply of goods, services or digital content to a consumer.[72] A 'consumer' means an individual acting for purposes that are wholly or mainly outside the individual's business, and a 'trader' includes a person acting for purposes relating to their business.[73]

2.32 Each instance of the conduct constitutes a 'commercial practice' pursuant to section 148(2) of the DMCC Act, because:

(a) the Respondent is an online retailer of home and furniture goods acting for purposes relating to the Respondent's business and is therefore a trader;

[69] Section 148(1)(a) and 148(5) of the DMCC Act.
[70] Section 149 of the DMCC Act.
[71] Section 150 of the DMCC Act.
[72] Section 148(2) of the DMCC Act.
[73] Section 148(2) of the DMCC Act.

(b) the Respondent sells these goods through the Website to consumers in the UK; and

(c) the Respondent's presentation of information regarding the terms on which certain goods are available as part of a Daily Deals or Flash Deals promotion is an act by the Respondent relating to the promotion or supply of those goods to a consumer.

Harm to the collective interests of consumers

2.33 Pursuant to section 148(1)(a) of the DMCC Act, a commercial practice must harm the collective interests of consumers to constitute a relevant infringement.

2.34 Under section 148(5) of the DMCC Act, references to consumers include persons who may become consumers in the future; and the collective interests of consumers are capable of being harmed by a single act or omission (as well as by repeated acts or omissions).

2.35 The concept of 'harm to the collective interests of consumers' has been discussed in caselaw interpreting the parallel references under Part 8 of the Enterprise Act 2002, notably in *OFT v MB Designs (Scotland) Ltd* [2005] SLT 691; *OFT v Vance Miller* [2009] EWCA Civ 34; and *OFT v Purely Creative* [2011] EWHC 106 (Ch). The following principles follow from these cases:

(a) there must be harm to a section of the public and not just to an individual consumer;

(b) this will usually be inferred from an accumulation of a number of individual breaches (which need not be identical in nature);

(c) however, it could be one breach provided it affected a number of people; and

(d) a risk of repetition can be harmful to the collective interests of consumers.

2.36 The Respondent's commercial practices during the Relevant Period – specifically, falsely stating that a product will only be available for a limited time, or that it will only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice – had the potential to affect any consumer who sought to purchase a product that was part of a Daily Deals or Flash Deals promotion. The commercial practices applied generally on the Website and had the potential to affect anyone accessing it.

2.37 Based on the information provided by the Respondent, [✂] orders involved Daily Deals and [✂] orders involved Flash Deals between 6 April 2025 and 16 April 2026.[74] Whilst not all the time limited offers involving these orders would have been false, the evidence available to the CMA suggests that a significant proportion would have been. For example, as set out at paragraphs 2.14 and 2.27, the CMA's analysis found that 28% of Daily Deals during the Sample Period and 16% of Flash Deals occurrences in the dataset for the period 1 June 2025 to 31 October 2025 were available at the same or a lower price the following day. Consequently, the CMA is satisfied that a significantly large number of consumers were affected by the Respondent's commercial practices.

2.38 As such, the CMA is satisfied that the Respondent's commercial practices harmed the collective interests of consumers.

The UK connection condition

2.39 Pursuant to section 148(1)(b) of the DMCC Act, a commercial practice meets the UK connection condition if at least one of the following conditions is met:[75]

(a) the trader has a place of business in the UK;

(b) the trader carries on business in the UK; or

(c) the commercial practice occurs in the carrying on of activities by the trader that are, by any means, directed to consumers in the UK (irrespective of whether the activities are carried on in the UK or elsewhere).

2.40 Pursuant to section 149 of the DMCC Act, the CMA is satisfied that the UK connection condition is met in this case because:

(a) the Respondent carries on business in the UK (it is a UK VAT registered company);[76] and

(b) the Daily Deals and Flash Deals promotions occur in the carrying on of activities by the Respondent that are directed to UK consumers via the Website.[77]

[74] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026– updated tabs 5 and 7 ***(CTH-000001960)***.
[75] Section 149 of the DMCC Act.
[76] Section 149(1)(b) of the DMCC Act
[77] Section 149(1)(c) of the DMCC Act.

2.41 In view of the above, the CMA is satisfied that the Respondent's commercial practices meet the UK connection condition.

The specified prohibition condition

2.42 A commercial practice meets the specified prohibition condition for the purposes of section 148 of the DMCC Act as it applies for the purposes of Chapter 4 of Part 3 of the DMCC Act if it is in breach of an enactment listed in Schedule 16 to the DMCC Act.[78]

2.43 Chapter 1 of Part 4 of the DMCC Act is included within the enactments listed in Schedule 16 to the DMCC Act. Chapter 1 of Part 4 of the DMCC Act includes the prohibition of unfair commercial practices in section 225(1).

2.44 The CMA is satisfied that the Respondent's commercial practices during the Relevant Period meet the specified prohibition condition for the reasons set out below.

Breach of section 225(1) and paragraph 7 of Schedule 20 to the DMCC Act

2.45 Unfair commercial practices are prohibited by section 225(1) of the DMCC Act. Section 225(4)(c) of the DMCC Act states that a commercial practice is unfair if it is listed in Schedule 20 to the DMCC Act (commercial practices which are in all circumstances considered unfair).

2.46 Paragraph 7 of Schedule 20 to the DMCC Act states that the following commercial practice is in all circumstances considered unfair:

'*Falsely stating that a product will only be available for a limited time, or that it will only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.*'

2.47 The CMA is satisfied that the Respondent's practices during the Relevant Period fall within the scope of paragraph 7 of Schedule 20 to the DMCC Act for the following reasons:

(a) the Respondent stated that certain products would be available on particular terms, namely at the specified price, for a limited time i.e. for one day/24-hours only;

(b) the wording used by the Respondent (including 'Daily Deals', 'New Offers Every Day', 'Here Today, Gone Tomorrow' and '24-HOUR

[78] Section 150(2) of the DMCC Act.

FLASH DEALS'), the short duration of the offer and the use of countdown timers all prompt consumers to purchase immediately so that they can benefit from the promotional price before it expires, depriving them of sufficient opportunity or time to make an informed choice; and

(c) the statements were false, in that the products would be available at the same or a lower price after the stated time limit had expired.

2.48 In summary, for the reasons set out above, the CMA is satisfied that the Respondent's practices in respect of the Daily Deals and Flash Deals during the Relevant Period constituted breaches of section 225(1) of the DMCC Act (under Chapter 1 of Part 4 of the DMCC Act, which is listed in Schedule 16 to the DMCC Act),[79] on the basis that they were commercial practices within the scope of paragraph 7 of Schedule 20 to the DMCC Act, which are in all circumstances considered unfair by virtue of section 225(4)(c) of the DMCC Act.

Conclusion on the Respondent's conduct

2.49 For the reasons set out above the CMA is satisfied that the Respondent has engaged in relevant infringements for the purposes of section 148 of the DMCC Act during the Relevant Period, namely:

(a) the Respondent engaged in commercial practices which meet the specified prohibition condition in section 150 of the DMCC Act by falsely stating that products would only be available for a limited time, or that they would only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice in breach of section 225(1) of the DMCC Act;

(b) the Respondent's commercial practices harmed the collective interests of consumers; and

(c) the Respondent's commercial practices meet the UK connection condition in section 149 of the DMCC Act.

[79] Section 150 of the DMCC Act.

3. DIRECTIONS

Directions not to repeat the infringing practices

3.1 Pursuant to section 182(4)(a) of the DMCC Act, the CMA imposes the following directions which it considers appropriate for, or in connection with, the purpose of securing that the Respondent:

(a) does not repeat the infringing practices and does not engage in the infringing practices in the course of the Respondent's business or another business; and

(b) does not consent or connive in the carrying out of the infringing practices by a body corporate with which the Respondent has a special relationship pursuant to section 220 of the DMCC Act.[80]

Directions

3.2 The Respondent shall ensure that it does not falsely state on the Website or otherwise that a product will only be available for a limited time, or that it will only be available on particular terms for a limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.

3.3 For the purposes of paragraph 3.2 this includes, but is not limited to, presenting or describing an offer as lasting for a single day/24 hours (for example by labelling as a 'Daily Deal', 'Deal of the Day', '24-hour Flash Deals' or using a 24-hour countdown timer) in circumstances where the product is available at the same, substantially the same,[81] or a lower price the next day.

3.4 For the avoidance of doubt, this does not prevent an offer from being repeated at a future time (for example, where the product is again available at the same, substantially the same, or a lower price) provided that a reasonable period of time has elapsed after the expiry of any stated time period.

[80] For the avoidance of doubt, these directions only apply to practices which meet the UK connection condition in section 149 of the DMCC Act.

[81] For example, as described in paragraph 2.15 of this FIN, in this case the CMA has observed a product which had a price of £19.97 as part of a Daily Deal and was available at £19.98 the following day and another product which was on a Daily Deal with a price of £65.42 and was available at £65.44 the following day.

Enhanced consumer measures

3.5 Pursuant to sections 182(4)(a) and 183 of the DMCC Act, the CMA further imposes the directions set out in paragraph 3.8 requiring the Respondent to take an ECM.

3.6 Directions contained in a FIN may include directions requiring the Respondent to take such ECMs as the CMA considers just and reasonable.[82] The ECM in paragraph 3.8 is a compliance measure to prevent or reduce the risk of the occurrence or repetition of the infringing practices.

3.7 Having considered the factors set out in section 183(2) of the DMCC Act, in deciding whether ECMs are proportionate, the CMA considers that it would be just and reasonable to require the taking of the ECM because the infringing practices were carried out without the Respondent having adequate oversight mechanisms in place to prevent the infringing practices from occurring. It is therefore appropriate to impose directions to ensure that such practices are not repeated. This measure will benefit consumers by reducing the risk of the infringing practices reoccurring, and the costs of implementation incurred by the Respondent are likely to be low.

3.8 The compliance ECM is as follows: the Respondent shall conduct, on a quarterly basis, a review of the Respondent's practices relating to time limited offers to ensure they are compliant with consumer law. These reviews will be documented and placed on Board meeting agendas as a standing item and, if requested, the Respondent shall provide the CMA with a report of these quarterly reviews.

[82] Section 183 of the DMCC Act. Pursuant to section 183(2) of the DMCC Act, the CMA must consider whether any proposed ECMs are proportionate, having regard to: (a) the likely benefit of the measures to consumers, (b) the costs likely to be incurred by the respondent, and (c) the likely cost to consumers of obtaining the benefit of the measures.

4. MONETARY PENALTY

4.1 Pursuant to section 199 of the DMCC Act, the CMA has published a statement of policy in relation to the exercise of its powers to impose monetary penalties in direct enforcement cases. This is set out in Chapter 7 of CMA200. The CMA must have regard to this policy in deciding whether to impose the penalty, and if so, the nature and amount of the penalty.

4.2 As set out in CMA200,[83] the CMA will have regard to certain policy objectives when considering whether to impose a penalty and the amount of any such penalty. In particular, the CMA's objectives in imposing penalties are to:

(a) deter infringements and incentivise compliance with both consumer law and remedies, whether agreed or imposed, in order to protect consumers;

(b) reflect the seriousness of infringements and breaches that the CMA finds to have occurred; and

(c) encourage parties to co-operate fully with CMA investigations, so that the CMA is able to take timely decisions based on accurate and complete information.

4.3 The CMA is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements as defined in section 148 of the DMCC Act and imposes on the Respondent a requirement to pay a monetary penalty.[84] In determining whether a penalty should be imposed on the Respondent (as opposed to accepting undertakings without a penalty), the CMA has considered several factors in accordance with the policy objectives set out in Chapter 7 of CMA200 which make it appropriate to impose a penalty, namely:

(a) the practice in paragraph 7 of Schedule 20 to the DMCC Act is prohibited in all circumstances;

(b) while the CMA can only impose a monetary penalty in relation to conduct which took place after the commencement date of Part 3 of the DMCC Act, the Respondent should have been aware that the conduct constituting the Respondent's infringements is likely to have been unlawful under the corresponding provision of the Consumer Protection from Unfair Trading Regulations 2008 (**CPUTRs**), which came into

[83] CMA200, paragraphs 7.7 to 7.10.
[84] Section 182(4)(b) of the DMCC Act.

force on 26 May 2008 (the prohibition in the DMCC Act, which largely recreates the legal effect of the CPUTRs with minor amendments, is substantially unaltered from the CPUTRs).[85, 86]

(c) the CMA has been motivated by the need to promote trust and confidence among consumers so that they can rely on traders acting lawfully, as well as to ensure that consumers are not misled or unfairly pressured and deprived of sufficient opportunity and time to make informed choices;[87]

(d) ensuring that competing businesses which do not engage in the infringing conduct are not put at a disadvantage by, amongst other things, potentially missing out on income attributable to the infringing conduct; and

(e) the penalty provisions of the DMCC Act are underpinned by a concern to deter infringements and incentivise traders to comply with the law.

4.4 Pursuant to section 203(1)(b) of the DMCC Act, the following paragraphs set out the grounds which justify the giving of this penalty and its amount.

4.5 As set out in paragraph 1.3 above, the Respondent has admitted that it had engaged in conduct which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act and has agreed to comply with the Conditions of Settlement. In light of these admissions, its agreement to an expedited process for concluding the investigation and to comply with the Conditions of Settlement, the CMA has applied a settlement discount of 40% to the Respondent's penalty (**Settlement Discount**). This Settlement Discount is dependent on the Respondent's continued compliance with the Conditions of Settlement and will be withdrawn in the event of non-compliance in line with the CMA's settlement policy.[88]

[85] Paragraph 7 of Schedule 1 to the CPUTRs prohibited as unfair in all circumstances: '*Falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice*.'

[86] Paragraph 1330, explanatory notes to the DMCC Act.

[87] See Urgency and price reduction claims: compliance advice for online businesses (the open letter) dated 29 March 2023.

[88] CMA200, paragraphs 4.73 and 7.49.

Amount of monetary penalty

4.6 The penalty is a fixed sum amounting to **£8,000,000**. The penalty after the application of the Settlement Discount[89] is a fixed sum amounting to **£4,800,000**.

Penalty calculation

Turnover for the purpose of determining starting point

4.7 For substantive infringements of consumer law (and breaches of undertakings and directions), notwithstanding the statutory cap, the CMA will generally determine a starting point of up to 30% of the party's UK turnover, which will generally be the amount derived in connection with the direct or indirect sale or provision of products to customers (businesses or consumers) in the UK.[90]

4.8 The concept of 'UK turnover' in this context is not a statutory concept.[91] Notwithstanding this, where appropriate, the CMA will generally expect to apply the same principles set out in the Digital Markets, Competition and Consumers Act 2024 and Consumer Rights Act 2015 (Turnover and Control) Regulations 2024 (the **Turnover Regulations**) to how the CMA calculates 'UK turnover' for the purpose of setting the starting point.[92] UK turnover will be calculated to include, where a person controls another person or is controlled by another person, the UK turnover of that other person.[93]

4.9 Following the principles set out in the Turnover Regulations, the relevant period to be used by the CMA when calculating turnover for the purpose of establishing the starting point is the last '**Accounting Period**' that ends before, in the case of a substantive penalty for a consumer law infringement which has ceased, the date that the infringement ceased.[94] The Respondent's most recent Accounting Period for these purposes is the annual period ending 31 December 2025. The CMA has therefore decided to

[89] See paragraphs 4.46 to 4.50.
[90] CMA200, paragraph 7.16.
[91] CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 7. The concept of 'UK turnover' is not defined in the DMCC Act or in Part 3 of the Turnover Regulations.
[92] CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 7.
[93] CMA200, paragraph 7.17.
[94] CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraphs 17 and 24. An 'Accounting Period' is a period of more than 6 months in respect of which accounts are prepared or required to be prepared (see Regulation 5(8)(a) of the Turnover Regulations).

base its UK turnover calculations on the Respondent's consolidated group accounts for the financial year ending 31 December 2025.

4.10 Accordingly, the CMA has assessed that the Respondent's turnover for the purpose of determining the starting point is its UK turnover derived from transactions during the financial year ending 31 December 2025: £[✂].[95]

Step 1: Starting point

4.11 The CMA will determine the starting point for a penalty based on a percentage of the relevant UK turnover. This percentage starting point will be determined taking account of the seriousness of the infringements, and the relevant infringement category, by reference to the harm caused by the infringements, or the risk of harm from the infringements, and the culpability of the party.[96]

Step 1A: Determining the level of harm

4.12 When assessing whether there has been 'major', 'significant', 'moderate', or other harm, the CMA will consider the total estimated economic harm to consumers as a whole (if any) and the total estimated non-economic harm caused to consumers as a whole (if any).[97] Where relevant, the CMA will also consider wider impacts on consumers due to the likely impact on fair dealing businesses and on markets as a whole.[98] Where there has been economic and non-economic harm, the CMA will look at the totality of the combined harm when categorising the infringement.[99] In cases where the CMA is unable to estimate or quantify harm or gain, the CMA will use the available evidence to determine the category which it considers is fair in all the circumstances.[100]

4.13 Having considered the factors set out at paragraphs 7.26 to 7.32 of CMA200, the CMA considers that the relevant infringements caused **moderate economic or non-economic harm to consumers** for the following reasons:

[95] The Respondent provided the CMA with its UK turnover figures in Euros rounded to the nearest €100,000. For the purposes of this currency conversion, the rounded figure in Euros was converted to pounds sterling applying a relevant rate of exchange and presented to the nearest pound pursuant to CMA200, Annex D: Summary of how the CMA intends to determine turnover (paragraph 13).
[96] CMA200, paragraph 7.25.
[97] CMA200, paragraph 7.27.
[98] CMA200, paragraph 7.27.
[99] CMA200, paragraph 7.30.
[100] CMA200, paragraph 7.31.

(a) It is important that consumers are not misled, unfairly pressured into making decisions, and have sufficient opportunity and time to make an informed choice when purchasing products. By falsely stating that a product will only be available on particular terms for a limited time, the Respondent has misled and placed unfair pressure on consumers, restricting their ability to make an informed choice.

(b) Given the nature of the infringing practices, the CMA has taken an in the round assessment of economic and non-economic harm using the available evidence to determine the category which it considers is fair in all the circumstances based on:[101]

(i) the number of consumers that may potentially have been affected – specifically, the number of orders that included a product that was part of a Daily Deal or Flash Deal;

(ii) the average product price of an item purchased from the Daily Deals/Deals of the Day Webpage or the Flash Deals Webpage;

(iii) the revenue generated by the Respondent from Daily Deals and Flash Deals (recognising that not all the revenue generated represented harm caused by the relevant infringements);[102]

(iv) the proportion of Daily Deals and Flash Deals which the CMA is satisfied, from its analysis (in particular, the analysis of the Sample Period), may have been false;

(v) the duration of the Respondent's infringements; and

(vi) the non-economic harm.

4.14 Applying these considerations to the facts of this case:

(a) The CMA's analysis of the evidence shows that:

(i) there were [✂] consumer orders involving Daily Deals (6 April 2025 to 16 April 2026);[103]

[101] CMA200, paragraph 7.30.
[102] Not all of the revenue generated represented harm caused by the infringements because not all time limited offers were false.
[103] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026 – updated tabs 5 and 7 ***(CTH-000001960)***.

(ii) the Respondent generated approximately £[✂] in revenue from consumer orders involving Daily Deals (6 April 2025 to 16 April 2026);[104]

(iii) the average product price of an item purchased from the Daily Deals/Deals of the Day Webpage was £[✂] (6 April 2025 to 16 April 2026);[105]

(iv) there were [✂] consumer orders involving Flash Deals (6 April 2025 to 16 April 2026);[106]

(v) the Respondent generated approximately £[✂] in revenue from orders involving Flash Deals (6 April 2025 to 16 April 2026);[107]

(vi) the average product price of an item purchased from the Flash Deals Webpage was £[✂] (6 April 2025 to 16 April 2026).[108]

(b) The CMA's analysis of data provided by the Respondent found that 28% of Daily Deals during the Sample Period and 16% of Flash Deal occurrences in the dataset for the period 1 June 2025 to 31 October 2025 were available at the same or a lower price the following day.[109] This suggests that a significant proportion of consumers may have been affected by a false time limited offer.

(c) False time limited offers are unfair in all circumstances and they are a banned practice. They can unfairly pressure consumers into making rushed purchase decisions, increase their willingness to pay for products and services, and reduce the likelihood that they will shop around and compare competitors' prices.

(d) Fair-dealing businesses may have been disadvantaged, as the Respondent's use of false time limited offers may have unfairly attracted customers who might otherwise have purchased from those other businesses. The Respondent's use of false time limited offers

[104] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026– updated tabs 5 and 7 ***(CTH-000001960)***.
[105] CMA analysis of data provided by Wayfair in response to question 7 of Information Notice 2. This figure was calculated by dividing the revenue generated from products with a Daily Deal by the number of products sold with a Daily Deal (i.e. £[✂] / [✂] = £[✂]) ***(CTH-000001960)***.
[106] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026– updated tabs 5 and 7 ***(CTH-000001960)***.
[107] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026– updated tabs 5 and 7 ***(CTH-000001960)***.
[108] CMA analysis of data provided by Wayfair in response to question 9 of Information Notice 2. This figure was calculated by dividing the revenue generated from products with a Flash Deal by the number of products sold with a Flash Deal (i.e. £[✂] / [✂] = £[✂]) ***(CTH-000001960)***.
[109] See paragraph 2.37.

may in turn have encouraged other businesses to adopt similarly misleading practices to compete.

(e) From the entry into force of Parts 3 and 4 of the DMCC Act on 6 April 2025 to 17 November 2025, the infringing conduct referred to in this FIN lasted for approximately 175 days out of a 226-day period.[110]

4.15 The CMA has not identified any escalating factors.[111]

4.16 The CMA's assessment of the above factors in the round is that **Category 3** is appropriate to reflect the level of harm for the relevant infringements.

Step 1B: Determining the level of culpability

4.17 The CMA will look at the extent to which the act or acts of the party were the result of deliberate action by the party or were a genuine mistake. The categories in Table 3 of CMA200 are relative levels of culpability and the CMA will make a judgement as to the appropriate category based on the evidence before it. The CMA is not required to identify a deliberate intention to break the law in order to place behaviour in the 'high' culpability category.

4.18 To the extent a party exhibits behaviour which matches factors in more than one category, the party will be designated to the higher of the categories.[112]

4.19 Having considered the factors set out at paragraph 7.34 of CMA200, and in particular the factors listed in Table 3 of CMA200, the CMA considers that the appropriate level of culpability for the relevant infringements is **high**.

Regularity of practice

4.20 The CMA has, in reaching this conclusion, taken account of the fact that the Respondent's infringing practice applied repeatedly to transactions on the Website during the Relevant Period – both within the Sample Period and up to the date of the Summary Statement of Case (**SSoC**) – and was therefore not occasional. For example, between 6 April 2025 and 17 November 2025, products were available for purchase on a Daily Deal on the Website for 162 days, and on a Flash Deal on the Website for 18 days (although not all

[110] This is the period for which the Respondent has provided the CMA with comprehensive dates for when it ran Daily Deals and Flash Deals on the Website. Dates provided by Wayfair in response to Information Notice 1 (paragraph 8) ***(CTH-000000003)***.
[111] CMA200, paragraph 7.33.
[112] CMA200, paragraph 7.34.

products were subject to false time limited offers). As five of those deals ran concurrently, this represents 175 days out of a 226-day period.[113]

4.21 The Respondent's infringements continued after the CMA opened its direct enforcement case against the Respondent and up to the date of the SSoC (notwithstanding the Respondent's statement that compliance improved from 11 August 2025).[114] The CMA observed that products were available for purchase as Daily Deals on the Website for between five and 22 days each month during the period 10 April 2025 to 15 June 2026, except in November 2025, when no Daily Deals were observed.

4.22 The CMA therefore considers that the following factor indicating high culpability, as set out in Table 3 of CMA200, has been met:

'Where the party's business operations regularly involve the infringing practice.'

Previous advice/guidance

4.23 In reaching this conclusion, the CMA has also taken account of the fact that it has published advice, guidance and publicly acted in relation to practices which involve time limited offers.[115]

4.24 The CMA has, in particular, had regard to the open letter published on 29 March 2023, which provides compliance advice to online businesses on urgency and price reduction claims.[116] The letter was addressed to UK businesses selling or promoting goods or services online, including online retailers, online marketplaces, intermediaries and providers of e-commerce platforms. A copy was sent to the Respondent in March 2023. The open letter explained that urgency claims, including countdown timers and other 'act fast' messages, may breach consumer protection law where they mislead consumers or place unfair pressure on them. The CMA also

[113] This is the period for which the Respondent has provided the CMA with comprehensive dates for when it ran Daily Deals and Flash Deals on the Website. Dates provided by Wayfair in response to Information Notice 1 (paragraph 8) ***(CTH-000000003)***.
[114] Wayfair's response dated 29 June 2026 to CMA letter of 15 June 2026 and summary statement of case (paragraph 23) ***(CTH-000000385)***.
[115] See, for example, Online Choice Architecture: How digital design can harm competition and consumers and Using urgency and price reduction claims online; CMA guidance on unfair commercial practices (CMA207), in particular page 23; Wowcher Group: consumer protection case; Emma Group: consumer protection case.
[116] Using urgency and price reduction claims online. This letter forms part of the CMA's broader programme of work on Online Choice Architecture (OCA) – the ways in which the design of online interfaces can influence consumers' purchasing decisions. See also the CMA's press releases in the Emma Sleep case: CMA calls on Emma Sleep to change its online sales practices; and the Wowcher case: Wowcher Group: consumer protection case.

published examples of non-compliance to illustrate practices likely to be of concern.[117] In particular, the CMA advised that:

(a) **Time limited offers**: businesses should not claim that an offer will end at a particular time where the same, or a substantially similar, offer will continue after that time.

(b) **Countdown timers**: timers should reflect a genuine deadline. A timer is likely to mislead consumers where it resets or restarts, or where the offer remains available after the timer has expired.

4.25 In addition, the CMA has taken account of the fact that guidance on unfair commercial practices (**CMA207**) was published on 4 April 2025, before the start of the Relevant Period.[118] CMA207 explains and provides examples of each of the 32 commercial practices set out in Schedule 20 to the DMCC Act, which are considered unfair in all circumstances. This includes banned practice 7, which relates to false statements that a product will only be available, or available on particular terms, for a limited time.[119] The CMA's predecessor, the Office of Fair Trading, had also published similar guidance on the CPUTRs on 1 August 2008, which included guidance on the preceding equivalent to banned practice 7.[120]

4.26 In light of the published guidance, the CMA's previously published advice, and the expectation that businesses should be familiar with the consumer law applicable to their commercial practices, the CMA considers the following factor indicating high culpability in Table 3 of CMA200 is met:

'Where the CMA, Trading Standards or another regulator or self-regulatory body has provided advice or issued a decision that the practice does not comply with the law or relevant applicable industry standards, or where they had published a statement or guidance that the practice does not comply, or is unlikely to comply, with the law or relevant applicable industry standards.'

[117] Urgency and price reduction claims: examples of non-compliance.
[118] CMA207 was reissued with revisions on 18 November 2025, without the content on price transparency, which instead was published in Unfair commercial practices: price transparency (CMA209).
[119] CMA207, page 23.
[120] Consumer Protection from Unfair Trading Regulations - traders: OFT1008, page 22.

Step 1C: Determining the starting point code (A, B, C or D)

4.27 Step 1C of the penalty calculation is set out in Table 4, paragraph 7.34 of CMA200, which sets out how the CMA should determine the starting point code. Applying the CMA's findings on harm and culpability above, the CMA's view is that the relevant starting point code for the relevant infringements is **B**.

Step 1D: Applying the starting point code

4.28 Starting point code B ranges from £150,000 or 15% (whichever is higher) up to £225,000 or 22.5% (whichever is higher).

4.29 Applying the considerations set out above, the CMA considers that the appropriate starting point should be set above the midpoint, but below the top of the penalty range available, at **20%**.

Calculation at the end of Step 1 for the infringements

4.30 The starting point for determining the level of penalty for the relevant infringements is therefore:

- £[✂] (20% of £[✂])

Step 2: Adjustment for deterrence and to take account of the size of the party

4.31 Having determined an appropriate starting point, the CMA will consider whether it is likely to deter future infringements by the party and others.[121] To constitute an effective deterrent in this context, any penalty imposed should also exceed a party's likely actual gains from an infringement by a material amount.[122]

4.32 The CMA has had regard to the relevant factors set out in CMA200 and in particular whether the starting point is likely to be sufficient to deter future infringements by the Respondent and others. In particular, the CMA has had regard to the size and financial position of the Respondent, the fact that the Respondent principally operates in the UK,[123] the fact that the penalty materially exceeds both the benefit the Respondent is likely to have achieved from the infringing conduct and the overall turnover generated by

[121] CMA200, paragraph 7.36.

[122] CMA200, paragraph 7.40.

[123] 95.82% of the Respondent's annual turnover is within the UK for the financial year ending 31 December 2025. ***(CTH-000000234)***.

the sale of products subject to the Daily Deals and the Flash Deals promotions.

4.33 The CMA considers that the penalty at the end of Step 1 would be sufficient to achieve deterrence. As such, the CMA has concluded that no further increase is necessary.

Step 3: Adjustment for aggravating or mitigating factors

4.34 The monetary penalty may be increased at Step 3 where there are aggravating factors or decreased where there are mitigating factors.[124] Paragraph 7.42 of CMA200 provides a non-exhaustive list of factors that the CMA may consider at this step.

4.35 The CMA has observed that the Respondent's infringements occurred throughout the Relevant Period and continued after case opening. In particular, the CMA has observed instances after August 2025 where a product which was offered as part of a Daily Deal or a Flash Deal was available at the same or a lower price the following day (notwithstanding changes the Respondent made to the Daily Deals curation process from mid-July 2025).[125] The CMA recognises that its monitoring evidence, when compared with the full set of data provided by the Respondent for the Sample Period, does not indicate the same frequency of such practices after August 2025.

4.36 The CMA considers the Respondent's continuation of the infringements after the CMA opened its investigation to be an aggravating factor. By opening the investigation, the CMA had warned the Respondent that the conduct may be unlawful. The CMA therefore considers that it is appropriate to apply an uplift of **10%**.

Calculation at the end of Step 3 for the relevant infringements

4.37 The penalty for the relevant infringements at the end of Step 3 is therefore:

- £[✂]

[124] CMA200, paragraph 7.41.

[125] Wayfair response to Information Notice 1 (paragraph 11) ***(CTH-000000003)***.

Step 4: Adjustment to ensure the penalty is proportionate and check that the penalty is within the statutory maximum

4.38 At Step 4, the CMA will take a step back to check whether, in its view, the overall penalty reached after Steps 1 to 3 is proportionate in the circumstances.[126] This is not a mechanistic assessment, but one of evaluation and judgement. In carrying out this assessment, the CMA is not restricted to imposing the lowest penalty that could reasonably be justified and it will select the figure which it considers is appropriate in the circumstances of the case.[127]

4.39 False time limited offers (namely, practices within the scope of paragraph 7 of Schedule 20 to the DMCC Act) are expressly prohibited in all circumstances,[128] and have been for a number of years. The CPUTRs came into force on 26 May 2008 and were largely restated in the DMCC Act.[129] Consequently, the CMA takes the Respondent's non-compliance with paragraph 7 of Schedule 20 to the DMCC Act seriously. The CMA has assessed this non-compliance as having caused moderate harm, but also recognises that these practices were neither central to the Respondent's business model nor a significant source of its revenue. Taking these factors into account, as well as the Respondent's size and financial position, the CMA has concluded that a reduction in the level of the penalty is appropriate to ensure it is not disproportionate. The CMA has further concluded that a reduced penalty would still appropriately reflect the seriousness of the relevant infringements and act as a sufficient deterrent to both the Respondent and others who may commit similar infringements.

4.40 In reaching this conclusion the CMA has had regard to all the relevant circumstances,[130] including that:

(a) the Respondent generated approximately £[✂] in revenue from [✂] orders involving Daily Deals and approximately £[✂] from [✂] orders involving Flash Deals during the period 6 April 2025 to 16 April 2026,[131] although not all of these orders included products that were subject to false time limited offers;

[126] CMA200, paragraphs 7.43 to 7.45.
[127] CMA200, paragraph 7.44.
[128] Schedule 20 to the DMCC Act. See also paragraph 1347, explanatory notes to the DMCC Act.
[129] See footnotes 85 and 86.
[130] CMA200, paragraph 7.46.
[131] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026– updated tabs 5 and 7 ***(CTH-000001960)***.

(b) whilst not all of the Daily Deals can be said to be false time limited offers, for the period 6 April 2025 to 16 April 2026, Daily Deals turnover represented [✂]% of UK turnover for the same period;[132]

(c) whilst not all of the Flash Deals can be said to be false time limited offers, for the period 6 April 2025 to 16 April 2026, Flash Deals turnover represented [✂]% of UK turnover for the same period;[133]

(d) the CMA's analysis found that 28% of Daily Deals during the Sample Period and 16% of Flash Deal occurrences in the dataset for the period 1 June 2025 to 31 October 2025 were available at the same or a lower price the following day.[134] The CMA is therefore satisfied that a significant proportion of consumers may have been affected by a false time limited offer;

(e) the Step 3 penalty of £[✂] represents approximately [✂]% of the worldwide turnover of the Respondent's group[135] and approximately 22% of its UK turnover and is significantly greater than any likely gains from the relevant infringements;[136]

(f) the CMA observed that the infringing conduct continued after case opening;[137]

(g) in 2025, UK turnover represented [✂]% of Wayfair Inc.'s total turnover;[138] and

(h) the final penalty must be large enough to have a deterrent effect.

4.41 As recognised in the CMA's 'Approach to consumer protection' document, published 7 April 2025, penalties are likely to be lower in the initial period of the regime, given the CMA can only impose a monetary penalty where infringing conduct takes place after the commencement date and therefore the duration of the conduct is likely to be shorter.[139] Accordingly, the same proportionality considerations may not all apply in future cases, where the

[132] Calculated by dividing the total turnover generated from sales including products on Daily Deals by the total UK turnover for the same period.
[133] Calculated by dividing the total turnover generated from sales including products on Flash Deals by the total UK turnover for the same period.
[134] See paragraph 2.37.
[135] Section 204(1) of the DMCC Act.
[136] Wayfair response to Information Notice 2 ***(CTH-000000234)***.
[137] See paragraphs 2.16 to 2.21 and 2.28.
[138] Wayfair response dated 10 July 2026 to CMA questions of 8 July 2026– updated tabs 5 and 7 ***(CTH-000001960)***.
[139] The CMA's approach to consumer protection, paragraphs 3.12 to 3.14.

CMA takes enforcement action in respect of infringements of section 148 of the DMCC Act.

4.42 Assessing all of the above factors in the round, the CMA considers that a penalty of **£8,000,000** would be appropriate. This amounts to a downward adjustment of around 90% to the Step 3 penalty.

4.43 Following the proportionality assessment, the CMA will also adjust the penalty, if necessary, to ensure that it does not exceed the maximum penalty allowed by statute. The final amount of the penalty calculated according to the method set out above may not exceed £300,000 or, if higher, 10% of the worldwide turnover of the party.[140]

4.44 No further adjustment has been made at this step as the penalty does not exceed the statutory cap – in this case, the fixed amount representing 10% of the total value of the Respondent's worldwide turnover based on consolidated group accounts for the financial year ending 31 December 2025 (being the Respondent's most recent Accounting Period ending before the date of the PIN).

Calculation at the end of Step 4 for the relevant infringements

4.45 The penalty for the relevant infringements at the end of Step 4 is therefore:

- **£8,000,000**

Step 5: Application of settlement discount

4.46 The penalty that the CMA imposes will be set at the conclusion of Step 4. However, the CMA may apply a discount to the amount of the penalty of up to 40% where the party has settled with the CMA, which will include, amongst other things, the admission and cessation of the infringements, as well as agreeing to adhere to the conditions of settlement. This means that if the party does not adhere to specified conditions of settlement, the party will be required to pay the full penalty without the discount.[141]

4.47 The level of the discount the CMA will apply will depend upon the point at which the party engages with the CMA and settlement is agreed, as well as the other factors set out in the Chapter 4 of CMA200 (Undertakings and settlement).[142]

[140] CMA200, paragraphs 7.47 to 7.48.
[141] CMA200, paragraph 7.49.
[142] CMA200, paragraph 7.50.

4.48 As set out in paragraph 1.3 above the Respondent has admitted that it has engaged in conduct which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act in the terms set out in the PIN given to the Respondent on 9 September 2026,[143] and has agreed to comply with the Conditions of Settlement.[144]

4.49 As set out at paragraph 4.5 above, in light of these clear and unequivocal admissions, the Respondent's agreement to an expedited process for concluding the investigation and to comply with the Conditions of Settlement, the CMA has applied a discount to the Respondent's penalty of 40%. The Settlement Discount is dependent on the Respondent's continued compliance with the Conditions of Settlement and will be withdrawn in the event of non-compliance in line with the CMA's settlement policy.[145]

Calculation at the end of Step 5 for the relevant infringements

4.50 The penalty for the relevant infringements is therefore £8,000,000, and with the application of the Settlement Discount on the terms outlined above the amount of the penalty the Respondent must therefore pay is:

- **£4,800,000**

Conclusion on the imposition of a penalty

4.51 The CMA is satisfied that the Respondent has engaged in the relevant infringements and considers that the imposition of a fixed penalty of **£8,000,000** is appropriate on the basis of the steps set out above. The penalty payable after the application of the Settlement Discount is a fixed sum amounting to **£4,800,000**.

4.52 This penalty must be paid to the CMA by 11 December 2026.[146] Payment of this penalty should be made to:[147]

[✂]

[143] Subject to limited amendments agreed between the CMA and the Respondent which are reflected in this FIN.
[144] As specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 7 October 2026.
[145] CMA200, paragraphs 4.73 and 7.49.
[146] As set out in section 203(1)(e) and section 203(2)(b) of the DMCC Act, the date by which the penalty is required to be paid is, no earlier than the end of the applicable period, being 60 days, beginning with the date on which the order was served on or the notice was given to the respondent.
[147] Section 203(1)(d) of the DMCC Act.

4.53 The Respondent may pay the penalty (or portions of it) earlier than the date or dates by which it is required to be paid.[148]

Circumstances where the settlement discount may be withdrawn

4.54 The CMA may withdraw the application of the Settlement Discount, if:

(a) the Respondent has not paid the penalty specified at paragraph 4.51 on 11 December 2026; or

(b) the CMA considers that the Respondent or any member of the Respondent's group of interconnected bodies corporate[149] who has been given the FIN has not complied with one or more of the obligations in the Conditions of Settlement.[150]

4.55 If the CMA withdraws the Settlement Discount, the Respondent (and any member of the Respondent's group of interconnected bodies corporate) will become liable to pay the total penalty of £8,000,000 (less any amount already paid) and any reference in this FIN to a requirement to pay the penalty specified at paragraph 4.51 shall become a requirement to pay the total penalty of £8,000,000.

5. INTERCONNECTED BODIES CORPORATE

5.1 Section 200 of the DMCC Act permits a FIN to include provision for the requirements (or any particular requirements) imposed by the FIN on a respondent also to be binding upon all other members of the respondent's group of interconnected bodies corporate (in addition to the respondent), as if each of them were the respondent.

5.2 Pursuant to section 200 of the DMCC Act, the CMA considers that the following requirements imposed on the Respondent by this FIN should also be binding upon all members of the Respondent's group of interconnected bodies corporate (in addition to the Respondent), as if each of them were the Respondent:

(a) The directions in paragraphs 3.2 to 3.4 not to repeat the infringing practices;

(b) The directions set out in paragraph 3.8 to take an ECM; and

[148] Section 203(1)(f) of the DMCC Act.
[149] As defined in section 200 of the DMCC Act.
[150] As specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 7 October 2026.

(c) The requirement to pay the penalty specified at paragraph 4.51.

5.3 The Respondent and each member of the Respondent's group of interconnected bodies corporate shall be jointly and severally liable for the Respondent's failure to comply with the requirement to pay the penalty specified at paragraph 4.51.

5.4 The CMA considers that it is just, reasonable and proportionate to include this provision having regard to the importance of effective enforcement of the requirements and the fact that the other members of the Respondent's group of interconnected bodies corporate would only become liable if:

(a) in the case of the requirement to pay the penalty specified at paragraph 4.51, the Respondent were to fail to comply with the requirement; or

(b) in the case of the directions in paragraphs 3.2 to 3.4 not to repeat the practices and the requirement set out in paragraph 3.8 (directions to take an ECM) the interconnected body corporate fails to comply with those directions.[151]

5.5 A member of the Respondent's group of interconnected bodies corporate will only be bound by the requirements set out in paragraph 5.2 once it has been given a copy of the FIN in accordance with section 200 of the DMCC Act and Rule 9 of the CMA Consumer Enforcement Rules.

5.6 For the purposes of section 200 of the DMCC Act a member of the Respondent's group of interconnected bodies corporate means any body corporate who at any time while the requirements are in force is, or becomes, a member of a group consisting of two or more bodies corporate, including the Respondent, all of whom are interconnected with each other (as defined in section 200 of the DMCC Act).

[151] For the avoidance of doubt, these directions only apply to practices which meet the UK connection condition in section 149 of the DMCC Act.

6. RIGHTS OF A PERSON TO WHOM THIS NOTICE IS GIVEN

Right to request a different payment date(s)

6.1 The Respondent may, within 14 days of the date on which this FIN is given to the Respondent, apply to the CMA to specify a different date or dates by which the penalty, or different portions of it, are required to be paid.[152] Where such an application has been made (a **Time to Pay Request**),[153] the penalty is not required to be paid until the application has been determined, withdrawn or otherwise disposed of.

6.2 Where a monetary penalty imposed under section 182 of the DMCC Act has not been paid by the date on which it is required to be paid, the CMA may (subject to the Respondent's right of appeal) recover from the person on whom the penalty was imposed any of the penalty and any interest which has not been paid.[154] Any such penalty and interest may be recovered summarily (or, in Scotland, recovered) as a civil debt by the CMA and the unpaid balance from time to time will carry interest at the statutory rate.

Right of Appeal

6.3 Pursuant to section 202 of the DMCC Act a person to whom a FIN is given may appeal to the appropriate appeal court against a decision to impose a monetary penalty by virtue of the notice, the nature or amount of any such penalty and the giving of directions by virtue of the notice.[155] Further details about this right can be found in **Annex B**.[156]

6.4 As set out at paragraph 1.3 the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN (for the avoidance of doubt the Respondent may still make a Time to Pay Request as set out in paragraph 6.1). If the Respondent or any member of the Respondent's group of interconnected bodies corporate appeals or otherwise challenges any matter set out in the FIN the CMA will withdraw the Settlement Discount, and may

[152] Section 203(4) of the DMCC Act.
[153] CMA200, paragraphs 6.25 to 6.26.
[154] Section 206 of the DMCC Act.
[155] Section 203(1)(h) of the DMCC Act.
[156] It is a statutory requirement, under section 182(7)(d) of the DMCC Act, that a FIN states that the respondent has a right to appeal against the notice and the main details of that right.

apply to the court to strike out, seek summary judgment on or otherwise have any appeal notice disposed of on a preliminary basis.

12 October 2026

SIGNED

[✂]

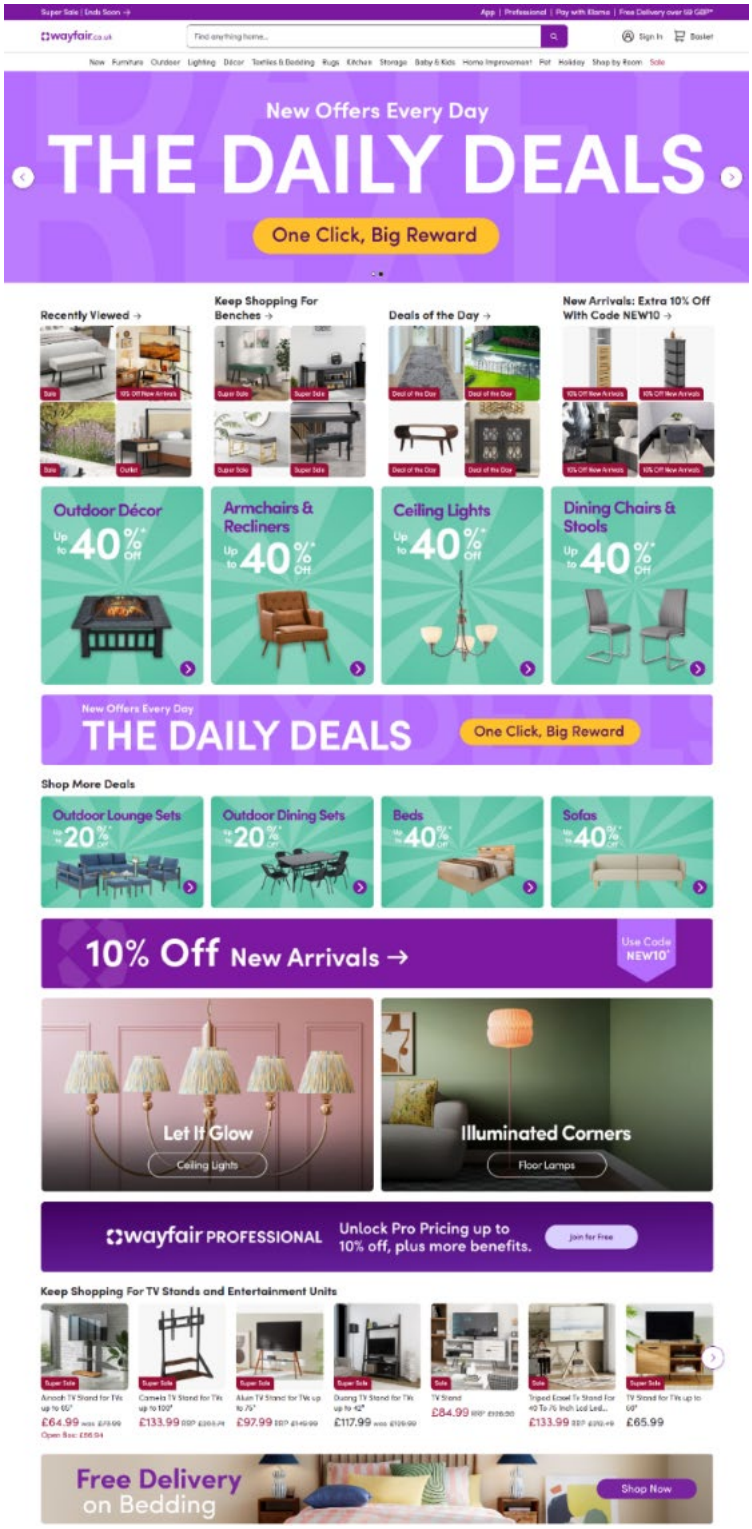
Hayley Fletcher
Senior Director, Consumer Protection and Senior Responsible Officer for Case 51629, for and on behalf of the Competition and Markets Authority

ANNEX A: WEBSITE SCREENSHOTS AND FIGURES RELATING TO THE CONDUCT

Figure	Document description
1	CMA generated capture of the Website homepage displaying Daily Deals (taken 12 August 2025)
2	CMA generated capture of the Website homepage displaying Daily Deals (taken 7 April 2026)
3	Screenshot of the Daily Deals/Deals of the Day Webpage with countdown timers – provided by the Respondent in response to Information Notice 1 on 19 January 2026
4	CMA generated capture of the Daily Deals/Deals of the Day Webpage without countdown timers (taken 16 April 2026)
5	CMA generated capture of the Website homepage displaying Flash Deals (taken 1 December 2025)
6	Screenshot of the Flash Deals Webpage – provided by the Respondent in response to Information Notice 1 on 19 January 2026
7	Number and percentage of products on a Daily Deal repeating at the same or a lower price the following day between 17 July and 17 August 2025
8	One product included in the Daily Deal on 19 March 2026 that was also available outside the Daily Deal at a lower price on 20 March 2026
9	One product included in the Daily Deal on 19 March 2026 that was also available outside the Daily Deal at the same price on 20 March 2026
10	One product included in the Daily Deal on 6 May 2026 that was also available outside the Daily Deal at a lower price on 7 May 2026

Figure	Document description
11	One product included in the Daily Deal on 6 May 2026 that was also available outside the Daily Deal at the same price on 7 May 2026
12	Products repeating on the Daily Deal on 13 April, 14 April and 15 April 2026 and subsequent pricing of 5 products on 16 and 17 April 2026
13	One product included in the Flash Deal on 16 March 2026 that was also available outside the Flash Deal at the same price on 17 March 2026

Figure 1: CMA generated capture of the Website homepage displaying Daily Deals (taken 12 August 2025)[157]



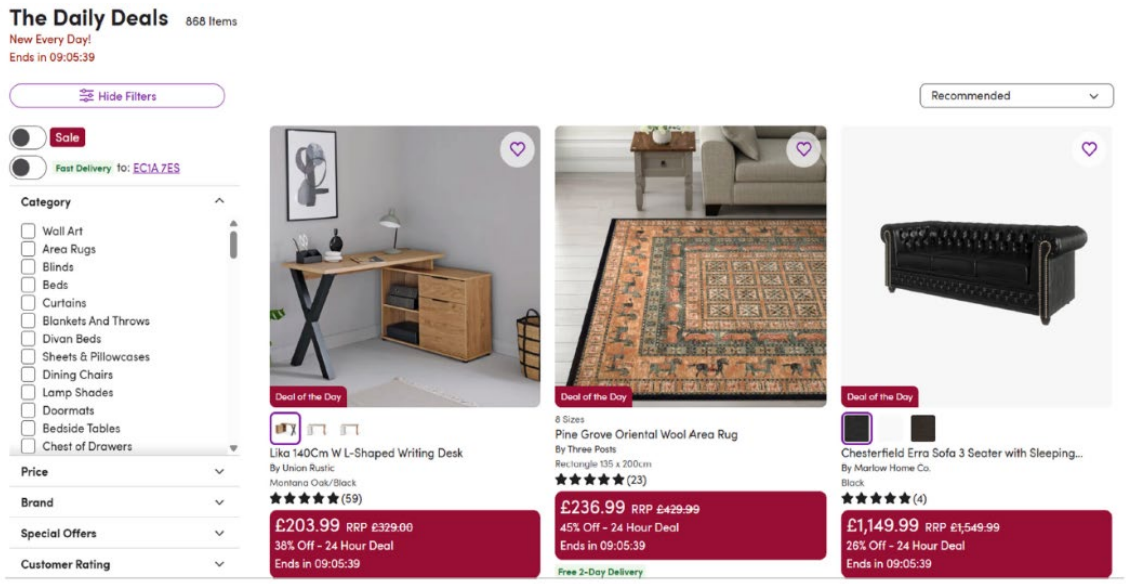
[157] Screenshot cropped for this document. Taken 12 August 2025 ***(CTH-000000633)***.

Figure 2: CMA generated capture of the Website homepage displaying Daily Deals (taken 7 April 2026)[158]



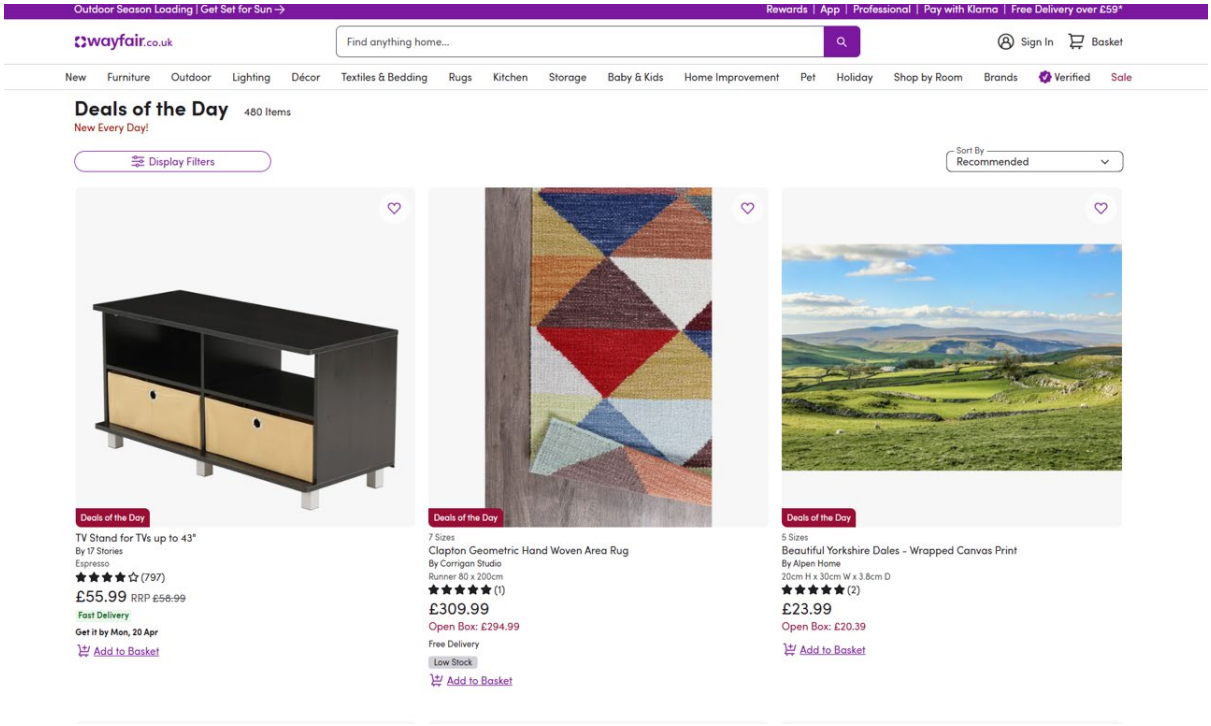
[158] Screenshot cropped for this document. Taken 7 April 2026 ***(CTH-000000552)***.

Figure 3: Screenshot of the Daily Deals/Deals of the Day Webpage with countdown timers – provided by the Respondent in response to Information Notice 1 on 19 January 2026[159]



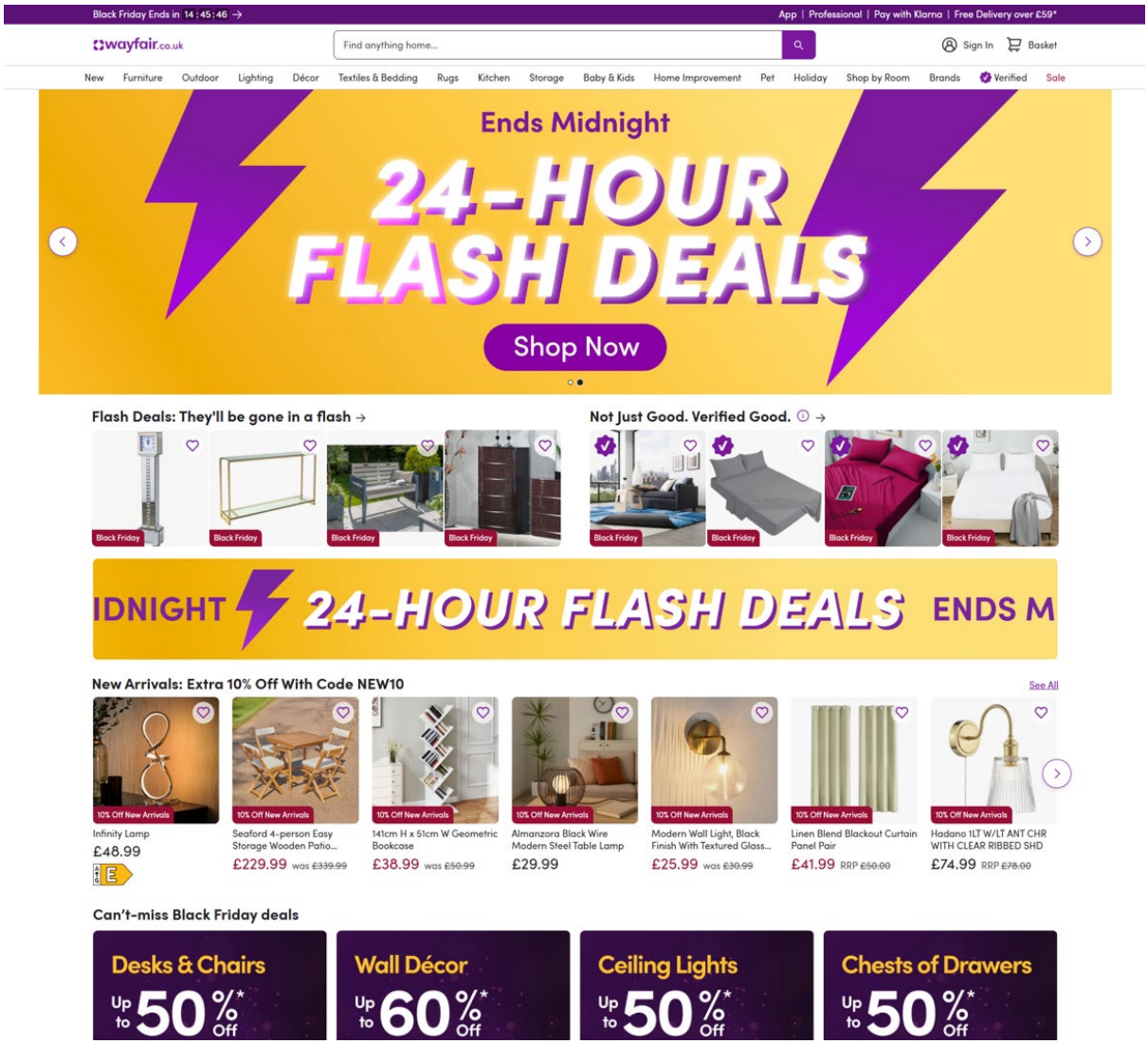
[159] Screenshot taken from *'260119 Annex 5_Further Screenshots_Daily Deals 1 - image 3.pdf'* – Provided by Wayfair in response to Information Notice 1 on 19 January 2026 - cropped for this document ***(CTH-000000205)***.

Figure 4: CMA generated capture of the Daily Deals/Deals of the Day Webpage without countdown timers (taken 16 April 2026)[160]



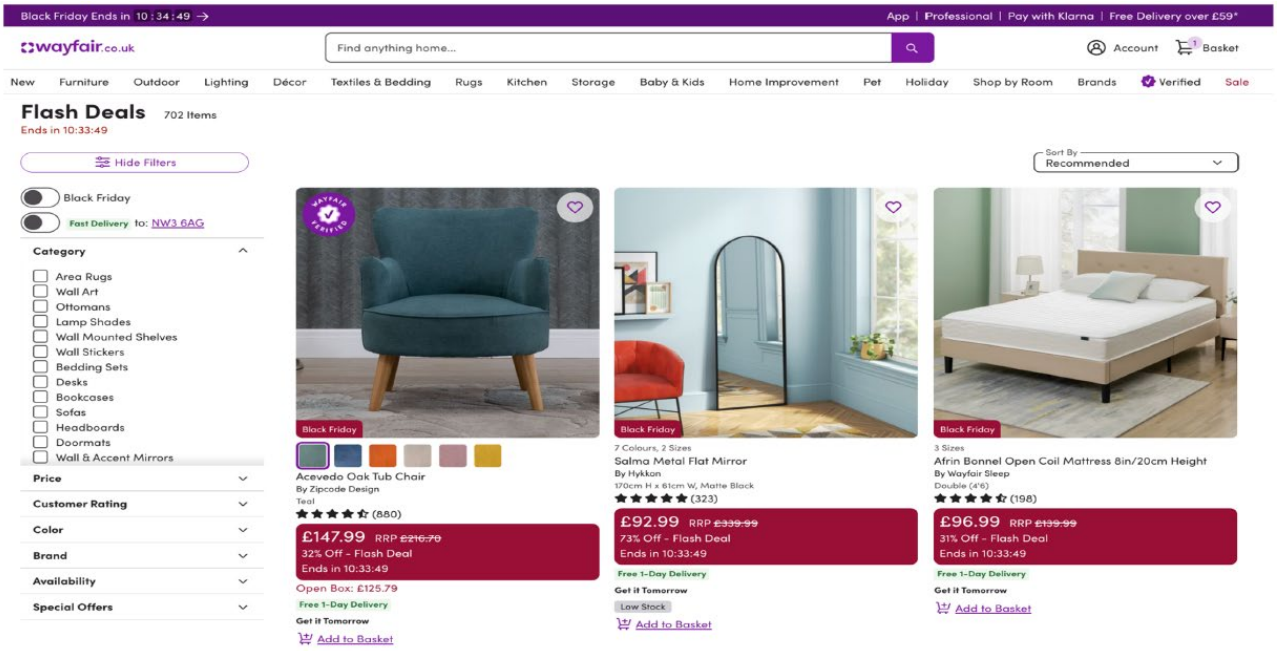
[160] Screenshot cropped for this document. Taken 16 April 2026 ***(CTH-000000460)***.

Figure 5: CMA generated capture of the Website homepage displaying Flash Deals (taken 1 December 2025)[161]



[161] Screenshot cropped for this document. Taken 1 December 2025 ***(CTH-000000527)***.

Figure 6: Screenshot of the Flash Deals Webpage – provided by the Respondent in response to Information Notice 1 on 19 January 2026[162]



[162] Screenshot taken from *'260119 Annex 5_Further Screenshots_Flash Deals - image 2.pdf'*. Provided in response to Information Notice 1 on 19 January 2026 – cropped for this document ***(CTH-000000208)***.

Figure 7: Number and percentage of products on a Daily Deal repeating at the same or a lower price the following day between 17 July and 17 August 2025[163]

Date	Total number of products on a Daily Deal that day	Number of products on a Daily Deal which are available at the same or a lower price the following day	Percentage of products on a Daily Deal which are available at the same or a lower price the following day
17/07/2025	326	314	96.3%
18/07/2025	462	455	98.5%
19/07/2025	484	483	99.8%
20/07/2025	435	401	92.2%
21/07/2025	1,629	468	28.7%
22/07/2025	2,201	584	26.5%
23/07/2025	2,019	593	29.4%
24/07/2025	2,216	2,014	90.9%
25/07/2025	2,146	686	32.0%
26/07/2025	1,930	554	28.7%
27/07/2025	1,037	491	47.3%
28/07/2025	435	404	92.9%
29/07/2025	432	423	97.9%
30/07/2025	432	409	94.7%
31/07/2025	525	492	93.7%
01/08/2025	570	569	99.8%

[163] CMA analysis of data provided by Wayfair in response to questions 10 and 11 of Information Notice 1 ***(CTH-000000175, CTH-000000176, CTH-000000177, CTH-000000178, CTH-000000179, CTH-000000180, CTH-000000181, CTH-000000182, CTH-000000183, CTH-000000184, CTH-000000185, CTH-000000186, CTH-000000187, CTH-000000188, CTH-000000189, CTH-000000190, CTH-000000191, CTH-000000192, CTH-000000193, CTH-000000194, CTH-000000195, CTH-000000196, CTH-000000197, CTH-000000198, CTH-000000199, CTH-000000200, CTH-000000201, CTH-000000202, CTH-000000203)***.

Date	Total number of products on a Daily Deal that day	Number of products on a Daily Deal which are available at the same or a lower price the following day	Percentage of products on a Daily Deal which are available at the same or a lower price the following day
02/08/2025	368	362	98.4%
03/08/2025	492	432	87.8%
04/08/2025	101	62	61.4%
05/08/2025	347	347	100.0%
06/08/2025	4	0	0.0%
07/08/2025	0	NA	NA
08/08/2025	274	274	100.0%
09/08/2025	513	512	99.8%
10/08/2025	102	101	99.0%
11/08/2025	4,608	315	6.8%
12/08/2025	4,118	202	4.9%
13/08/2025	6,613	848	12.8%
14/08/2025	6,745	1,019	15.1%
15/08/2025	6,378	1,053	16.5%
16/08/2025	4,165	733	17.6%
17/08/2025	6,009	932	15.5%
Total	**58,116**	**16,532**	**28%**

Note: Some products were on a Daily Deal more than once during the Sample Period. As such, the total row at the bottom of this table does not represent the total number of unique products.

Figure 8: One product included in the Daily Deal on 19 March 2026 that was also available outside the Daily Deal at a lower price on 20 March 2026

Product name	Product option	SKU	Price whilst available for sale on the Daily Deal: 19 March 2026	Price the next day: 20 March 2026
Lockland Square Wall Mirror	Size: 80cm x 80cm	U100112844	£139.99	£129.99

Products in the sample on the Daily Deals/Deals of the Day Webpage on 19 March 2026: ***CTH-000001944, CTH-000001945, CTH-000001946***.

Individual product pages for the products in the sample on 19 March 2026, which were then priced at a lower amount outside of the Daily Deals on 20 March 2026: ***CTH-000000873, CTH-000000877, CTH-000000880, CTH-000000892, CTH-000000893, CTH-000000910, CTH-000000913, CTH-000000940, CTH-000000948, CTH-000000952, CTH-000000956, CTH-000000957, CTH-000000959, CTH-000000961, CTH-000000966, CTH-000000981***.[164]

Individual product pages for the products in the sample that were priced at a lower amount outside of the Daily Deals on 20 March 2026: ***CTH-000000988, CTH-000000991, CTH-000000994, CTH-000000996, CTH-000001005, CTH-000001006, CTH-000001022, CTH-000001025, CTH-000001047, CTH-000001054, CTH-000001058, CTH-000001062, CTH-000001063, CTH-000001065, CTH-000001068, CTH-000001073, CTH-000001087, CTH-000001092***.

[164] There is no individual product page website capture from 19 March 2026 for the product Abrahams 58cm Industrial Large Retro Silent Wall Clock for Home Décor (SKU: U001616675), Colour: Silver. However, this item, in the silver colour option, can be seen in screenshot CTH-000001944 within the Daily Deals/Deals of the Day Webpage capture from 19 March 2026.
There is no individual product page website capture from 19 March 2026 for the product Behr 40cm Wide Velvet Novelty Solid Colour Ottoman (SKU: U003321037), Upholstery Colour: Grey. However, this item, in the grey upholstery colour option, can be seen in screenshot CTH-000001946 within the Daily Deals/Deals of the Day Webpage capture from 19 March 2026.

Figure 9: One product included in the Daily Deal on 19 March 2026 that was also available outside the Daily Deal at the same price on 20 March 2026

Product name	Product option	SKU	Price whilst available for sale on the Daily Deal Webpage: 19 March 2026	Price the next day: 20 March 2026
Zinc Alloy Desk Lamp Lamp	Shade Colour: Green	U110912754	£46.99	£46.99

Products in the sample on the Daily Deals/Deals of the Day Webpage on 19 March 2026: ***CTH-000001944, CTH-000001945, CTH-000001946***.

Individual product pages for the products in the sample on 19 March 2026, which were then priced at the same amount outside of the Daily Deals on 20 March 2026: ***CTH-000000871, CTH-000000878, CTH-000000879, CTH-000000900, CTH-000000904, CTH-000000905, CTH-000000908, CTH-000000930, CTH-000000936, CTH-000000943, CTH-000000953, CTH-000000964, CTH-000000970, CTH-000000983***.

Individual product pages for the products in the sample that were priced at the same amount outside of the Daily Deals on 20 March 2026: ***CTH-000000986, CTH-000000992, CTH-000000993, CTH-000001013, CTH-000001016, CTH-000001017, CTH-000001020, CTH-000001037, CTH-000001043, CTH-000001050, CTH-000001059, CTH-000001071, CTH-000001077, CTH-000001089***.

Figure 10: One product included in the Daily Deal on 6 May 2026 that was also available outside the Daily Deal at a lower price on 7 May 2026

Product name	Product option	SKU	Price whilst available for sale on the Daily Deal Webpage: 6 May 2026	Price the next day: 7 May 2026
107cm Multifunctional Sideboard with Concealed Storage	Colour: Black	U003564009	£78.99	£74.99

Products in the sample on the Daily Deals/Deals of the Day Webpage on 6 May 2026: ***CTH-000001698, CTH-000001699, CTH-000001700***.

Individual product pages for the products in the sample on 6 May 2026, which were then priced at a lower amount outside of the Daily Deals on 7 May 2026: ***CTH-000001575, CTH-000001581, CTH-000001592, CTH-000001594, CTH-000001595, CTH-000001722, CTH-000001724, CTH-000001733, CTH-000001736, CTH-000001738, CTH-000001749, CTH-000001751, CTH-000001757, CTH-000001766, CTH-000001779***.

Individual product pages for the products in the sample that were priced at a lower amount outside of the Daily Deals on 7 May 2026: ***CTH-000001787, CTH-000001793, CTH-000001804, CTH-000001806, CTH-000001807, CTH-000001833, CTH-000001839, CTH-000001848, CTH-000001852, CTH-000001853, CTH-000001863, CTH-000001865, CTH-000001872, CTH-000001879, CTH-000001890***.

Figure 11: One product included in the Daily Deal on 6 May 2026 that was also available outside the Daily Deal at the same price on 7 May 2026

Product name	Product option	SKU	Price whilst available for sale on the Daily Deal Webpage: 6 May 2026	Price the next day: 7 May 2026
Coffee Table Set Of 2, Nesting Tables With Roomy Storage Space, Small Round Tables For Living Room, Side Sofa, Wood	Colour: Natural Wood/White	U110745186	£38.99	£38.99

Products in the sample on the Daily Deals/Deals of the Day Webpage on 6 May 2026: ***CTH-000001698, CTH-000001699, CTH-000001700***.

Individual product pages for the products in the sample on 6 May 2026, which were then priced at the same amount outside of the Daily Deals on 7 May 2026: ***CTH-000001580, CTH-000001582, CTH-000001585, CTH-000001596, CTH-000001607, CTH-000001612, CTH-000001614, CTH-000001618, CTH-000001737, CTH-000001740, CTH-000001742, CTH-000001746, CTH-000001752, CTH-000001754, CTH-000001764, CTH-000001765, CTH-000001772***.

Individual product pages for the products in the sample that were priced at the same amount outside of the Daily Deals on 7 May 2026: ***CTH-000001792, CTH-000001794, CTH-000001797, CTH-000001808, CTH-000001819, CTH-000001824, CTH-000001826, CTH-000001830, CTH-000001851, CTH-000001856, CTH-000001857, CTH-000001860, CTH-000001866, CTH-000001868, CTH-000001877, CTH-000001878, CTH-000001884***.

Figure 12: Products repeating on the Daily Deal on 13 April, 14 April and 15 April 2026 and subsequent pricing of 5 products on 16 and 17 April 2026

	Product name	**Product option**	**SKU**	**13 April 2026 price**	**14 April 2026 price**	**15 April 2026 price**	**16 April 2026 price**	**17 April 2026 price**
				All products were available for sale on the Daily Deals/Deals of the Day Webpage	*All products were available for sale on the Daily Deals/Deals of the Day Webpage*	*All products were available for sale on the Daily Deals/Deals of the Day Webpage*	*No products were available for sale on the Daily Deals/Deals of the Day Webpage*	*No products were available for sale on the Daily Deals/Deals of the Day Webpage*
1	Non-Slip Outdoor Doormat	N/A	IDEJ1400	£13.99	£13.99	£13.99	£13.99	£13.99
2	Dutch Wallcoverings WallpaperLemur Green	Colour: Blue/Multi	VDAY7856	£18.99	£18.99	£18.99	£18.99	£18.99
3	Bookstack Makeup II by Amanda Greenwood - Wrapped Canvas Art Prints	Size: 46cm H x 30cm W	U004362635	£22.99	£22.99	£22.99	£22.99	£22.99

	Product name	Product option	SKU	13 April 2026 price	14 April 2026 price	15 April 2026 price	16 April 2026 price	17 April 2026 price
4	RELXTIME 6 Person 130 - Jet Polyvinyl Chloride (PVC) Round Inflatable Hot Tub	N/A	U110603253	£599.99	£599.99	£599.99	£599.99	£599.99
5	Lyall Stone Plants & Flowers Memorial Plaque	N/A	U004015040	£13.99	£13.99	£13.99	£13.99	£13.99

Products in the sample on the Daily Deals/Deals of the Day Webpage on 13 April 2026: ***CTH-000001139, CTH-000001143, CTH-000001149***.

Products in the sample, priced at the same amount, on the Daily Deals/Deals of the Day Webpage on 14 April 2026: ***CTH-000001215, CTH-000001216, CTH-000001217, CTH-000001218, CTH-000001219***.

Individual product pages for the products in the sample that were priced at the same amount within the Daily Deals on 14 April 2026: ***CTH-000001334, CTH-000001330, CTH-000001328, CTH-000001326, CTH-000001341, CTH-000001338, CTH-000001336, CTH-000001332, CTH-000001347, CTH-000001345, CTH-000001343***.

Products in the sample, priced at the same amount, on the Daily Deals/Deals of the Day Webpage on 15 April 2026: ***CTH-000001412, CTH-000001413, CTH-000001415***.

Individual product pages for the products in the sample that were priced at the same amount within the Daily Deals on 15 April 2026: ***CTH-000001468, CTH-000001470, CTH-000001471, CTH-000001472, CTH-000001465***.

Individual product pages for the products in the sample that were priced at the same amount outside of the Daily Deals on 16 April 2026: ***CTH-000001513, CTH-000001515, CTH-000001516, CTH-000001517, CTH-000001510***.

Individual product pages for the products in the sample that were priced at the same amount outside of the Daily Deals on 17 April 2026: ***CTH-000001558, CTH-000001560, CTH-000001561, CTH-000001562, CTH-000001555***.

Figure 13: One product included in the Flash Deal on 16 March 2026 that was also available outside the Flash Deal at the same price on 17 March 2026

Product name	Product option	SKU	Price whilst available for sale on the Flash Deal Webpage: 16 March 2026	Price the next day: 17 March 2026
Amarelis 79cm W Chest of Drawers	Colour: Blue/Oak	U110000590	£96.99	£96.99

Products in the sample on the Flash Deals Webpage on 16 March 2026: ***CTH-000000752, CTH-000000753, CTH-000000754***.

Individual product pages for the products in the sample that were priced at the same amount outside of the Flash Deals on 17 March 2026: ***CTH-000000773, CTH-000000774, CTH-000000781, CTH-000000782, CTH-000000787, CTH-000000799, CTH-000000824, CTH-000000829, CTH-000000837, CTH-000000850, CTH-000000866***.

ANNEX B: RIGHT OF APPEAL

1. As part of the Conditions of Settlement the Respondent has agreed not to bring an appeal or otherwise challenge any matter set out in the FIN. Details about the right of appeal set out in the DMCC Act are set out below for completeness.

2. Pursuant to section 202 of the DMCC Act a person to whom a FIN is given may appeal to the appropriate appeal court against a decision to impose a monetary penalty by virtue of the notice, the nature or amount of any such penalty and the giving of directions by virtue of the notice. These appeals must be made to the High Court in England and Wales or Northern Ireland or to the Outer House of the Court of Session in Scotland.[165]

3. The grounds for an appeal against the decision to impose a monetary penalty or the nature or amount of any such monetary penalty are that:

    (a) the decision to impose a monetary penalty was based on an error of fact,

    (b) the decision was wrong in law,

    (c) the amount of the penalty is unreasonable, or

    (d) the decision was unreasonable or wrong for any other reason.[166]

4. The grounds for an appeal against the giving of directions are that:

    (a) the decision to give the directions was based on an error of fact,

    (b) the decision was wrong in law,

    (c) the nature of the directions is unreasonable, or

    (d) the decision was unreasonable or wrong for any other reason.[167]

5. An appeal against a FIN under section 202 of the DMCC Act must be brought before the end of the period of 60 days beginning with the day on which a FIN was given to the person seeking to bring the appeal.[168] The appropriate court may extend the period of time for bringing an appeal.

6. Where an appeal is brought under section 202 of the DMCC Act, a person to whom a FIN is given is not required to pay the penalty or compensation under

[165] Section 202(9) of the DMCC Act.
[166] Section 202(2) of the DMCC Act.
[167] Section 202(3) of the DMCC Act.
[168] Section 202(6) and section 202(9)(a) of the DMCC Act.

directions imposing enhanced consumer measures until the appeal is determined or withdrawn unless the court orders otherwise.[169]

[169] Section 202(8) of the DMCC Act.