

## **PART 8 OF THE ENTERPRISE ACT 2002 (“EA02”)**

### **UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY (“CMA”) UNDER SECTION 219 OF THE EA02**

Sony Interactive Entertainment Network Europe Limited (“Sony”), registered office: 10 Great Marlborough Street, London, W1F 7LP, registered in England No: 6020283 has co-operated and constructively engaged with the CMA and voluntarily gives the following undertaking to the CMA under section 219 and 219B of the EA02.

This voluntary undertaking builds on Sony’s existing practices, which include providing information and notifications to consumers about automatically recurring payments. In addition, Sony has continued to improve its consumer experience during the course of the CMA’s investigation.

For the avoidance of doubt this undertaking does not amount to an admission that Sony, or any person, has infringed the law.

### **UNDERTAKING**

#### **Inactive Consumers**

1. Sony shall within 60 working days of the date of this undertaking identify those consumers with a Relevant Contract who have been Inactive for 12 or more consecutive months and have Recurring Billing turned on. Sony will take the following actions in respect of these consumers.
2. Send a communication by email to each such consumer identified pursuant to paragraph 1 that has been Inactive for 12 or more consecutive months (‘First Inactivity Trigger Point’) within 15 working days of having identified those consumers in scope of paragraph 1, in a way which clearly indicates that this is a communication which requires the consumer’s attention, containing the following clear and prominent information:
  - a. the consumer has been Inactive for at least 12 consecutive months (alternatively, the total number of months of Inactivity);
  - b. the actions that the consumer may take to access their account and stop Recurring Billing for the Relevant Contract; and
  - c. if the consumer remains Inactive for a further 12 consecutive months, Sony will turn off the consumer’s Recurring Billing.
3. Send a further communication by email to each of the consumers that have been sent the initial communication identified in paragraph 2 above when those consumers have been Inactive for a further 6 consecutive months after the initial communication identified in paragraph 2 was sent (‘Second Inactivity Trigger Point’) within 15 working days of the Second Inactivity Trigger Point, in a way which clearly indicates that this is a communication which requires the consumer’s attention, containing the following clear and prominent information:
  - a. the consumer has been Inactive for a further 6 consecutive months (alternatively, the total number of months of Inactivity);
  - b. the actions that the consumer may take to access their account and stop Recurring

- Billing for the Relevant Contract; and
- c. if the consumer remains Inactive for a further 6 consecutive months, Sony will turn off the consumer's Recurring Billing.
4. Where a relevant consumer does not turn off Recurring Billing for their Relevant Contract following either of the communications referred to at paragraphs 2 and 3 above and they remain Inactive for a further 6 consecutive months after the further communication identified at paragraph 3 was sent (i.e. the consumer has been Inactive for at least 24 cumulative months) ('Final Inactivity Trigger Point') Sony will:
- a. turn off Recurring Billing for that consumer as soon as reasonably practicable following the Final Inactivity Trigger Point; and
  - b. subject to contrary instructions from the consumer (such as a request to delete their data or closure of their account), retain relevant game save data and entitlement data relating to the consumer's expired Relevant Contract for at least a further 6 consecutive months following Sony turning off Recurring Billing in a format which is recoverable in the event the consumer wishes to purchase a new Relevant Contract.
5. Within 15 working days of the Final Activity Trigger Point Sony will identify the number of consumers with a Relevant Contract who have been Inactive for 12 or more consecutive months and have Recurring Billing turned on, and consider whether to take further steps to reduce the number of Inactive consumers, which may include repeating the actions described above.

### **Reporting**

6. Sony shall provide the CMA with the following information:
- a) within 20 working days of taking the steps set out in paragraph 2 above, the number of consumers who reached the First Inactivity Trigger Point and were sent an email in accordance with the provisions of that paragraph;
  - b) within 20 working days of taking the steps set out in paragraph 3 above, the number of consumers who reached the Second Inactivity Trigger Point and were sent an email in accordance with the provisions of that paragraph;
  - c) within 20 working days of taking the steps set out in paragraph 4 above, the number of consumers in respect of which the Company turned off Recurring Billing after the Final Inactivity Trigger Point in accordance with the provisions of that paragraph; and
  - d) within 60 working days of taking the steps set out in paragraph 5 above, the number of consumers with a Relevant Contract who have been Inactive for 12 or more consecutive months and have Recurring Billing turned on, and what steps, if any, Sony intends to take in accordance with that paragraph.

### **Definitions**

**Billing Period** means the payment frequency the consumer chose at the time of entering into the Relevant Contract.

**Inactive** means the time period during which a consumer is not logged into the account associated with a Relevant Contract.

**Recurring Billing** means the setting in the consumer's account which means that a

Subscription Fee will automatically be taken at the end of each Billing Period without any further action or authorisation by the consumer unless and until the consumer disables it.

**Relevant Contract** means a contract between Sony and consumers for the supply of (a) PlayStation Plus, or (b) any online video gaming product which replaces, rebrands or includes PlayStation Plus (in whole or in part) and which is associated with a Console and (in the case of either (a) or (b)) which is or can be subject to Recurring Billing. A Relevant Contract includes, for the avoidance of doubt, contracts of such nature between Sony and consumers that were entered into through the redemption of cards or codes (including where the consumer initially purchased those cards or codes from third-party retailers).

**Subscription Fee** means the amount the consumer is charged each Billing Period.

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

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

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

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

**Signed on behalf of the Company:**

**Print Name:** [REDACTED]

**Signature:** [REDACTED]

**Position:** [REDACTED]

**Date:** 08 April 2022