

Witness Name: John Boumphrey

Statement No: First

Exhibits: JB/01 – JB/43

Dated: 14 August 2025

THE SOUTHPORT INQUIRY

Witness Statement of John Boumphrey

I, John Boumphrey, Vice President, Amazon UK and Ireland Country Manager, will say as follows on behalf of Amazon EU S.a.r.l (“Amazon”):

1. I make this witness statement in response to a Rule 9 request dated 14 July 2025 (the “Rule 9 Request”) from the Chair of the Southport Inquiry. In accordance with that request, I have addressed the matters to be covered in the witness statement, as well as other matters which I consider relevant to the Inquiry’s Terms of Reference.
2. This statement is true to the best of my knowledge, and is based on facts that I am either aware of or informed by others are true, and on documents with which I am familiar or which have been drawn to my attention by those who have assisted me, including Mr Thomas Winkler, Director, Trustworthy Shopping Experience, Europe and Ms Nicola Fyfe, Vice President Amazon Logistics, Europe.
3. I am the Vice President and Country Manager for Amazon’s retail business across the UK and Ireland, where I am responsible for serving our customers, partners, employees and communities, and I have held this role since 2020. I have been in retail for 19 years. I grew up on the Wirral, near Liverpool, and started my career in management consultancy before moving into retail, first at Home Retail Group, where I was latterly a Trading Director at Homebase, and then joined Amazon in 2011 where I led Amazon UK’s Media, Home and Leisure business, Amazon Fashion in Europe and Amazon’s Worldwide Consumables business. As Country Manager for UK and Ireland, I take my role seriously in ensuring we act as a responsible business, and that we make a positive impact in the communities where we operate.

4. I was deeply shocked and saddened by the tragic events of last summer and my thoughts remain with all those affected. I am committed to supporting the Inquiry in its important work and to playing an active and collaborative role throughout.
5. We take our responsibility around the sale and delivery of bladed articles extremely seriously and have taken proactive steps to enhance our processes, technology and training, as set out below. We made ourselves available to support the Greater Manchester and Merseyside Police (the "Police") and the UK government in their investigations and have collaborated with Leanne Lucas on her campaign to raise awareness of blunted knives. These actions reflect our commitment to public safety and our determination to be part of the solution.
6. In making this statement, I have largely sought to follow the structure of the questions set out in the Chair's Rule 9 Request, as well as those other matters which I consider it may be appropriate to draw to the Chair's attention.
7. Amazon's key focus as a retailer is to offer customers the widest possible selection of safe, authentic and compliant products, at low prices and with a range of convenient delivery options. In relation to products sold on Amazon.co.uk (the "Amazon Store"), whether procured from our vendors ("Vendors") and sold by us ("Amazon Retail") or sold by our third-party selling partners ("Sellers"), we always seek to comply with all applicable laws, rules and regulations and to ensure that our Sellers and Vendors do too. As a matter of company policy, we do not sell any products which are prohibited or regulated as offensive weapons under UK law. Where products are legal but subject to specific sale restrictions, such as kitchen knives, we take the decision to sell them - and therefore our duty to sell them responsibly and in accordance with the law - very seriously. We have worked, and continue to work, on our processes relating to the sale and delivery of bladed articles to ensure that we comply with the law and are sufficiently mitigating any risks of harm to customers or their communities. We engage proactively with regulators, the UK government and other industry participants, to ensure our controls are effective and continuously improving, and we have been one of the signatories to the Home Office's voluntary agreement on the responsible sale of knives, alongside several other major UK retailers, since 2016 [JB/01 - AMA000054].
8. In accordance with the law, our systems and controls relating to the sale and delivery of bladed articles, which includes kitchen knives and a number of other household

products including certain DIY and gardening tools, are designed to work together to ensure all reasonable precautions are taken to minimise the risk of under-18 year olds being able to purchase and take delivery of bladed articles from the Amazon Store.

9. We communicate to customers where a bladed article is subject to age restrictions at various points during their purchasing journey namely, before the product is added to their basket and (by email) before delivery. We also apply the following key controls:
 - 9.1 **Online Age Verification** (“OAV”): Requiring customers to provide details of their age, name and address, which is then verified by one of the leading independent age verification service providers (Experian) as a condition to the customer being able to proceed to check out and purchase the product;
 - 9.2 **Warning Labels**: Including a warning on the shipping label attached to the packaging of all such products which identifies that the package contains a bladed article and is only for those aged 18+; and
 - 9.3 **Age Verified Delivery** (“AVD”): Having in place a system for undertaking age verification upon delivery at the point at which the package is delivered, and ensuring that bladed articles are only sold via Amazon Retail or by Sellers using Amazon’s fulfilment services (Fulfilment by Amazon (“FBA”)) so that delivery can be carried out in accordance with Amazon’s AVD process (or in accordance with the AVD processes of the trusted carriers contracted by Amazon). This final stage is akin to the process of a bladed article being sold to a customer in a physical store, where the store’s employees are required to ensure that the customer is over-18. At Amazon, we use an enhanced version of the Challenge 25 industry standard (a voluntary industry standard that some retailers follow, both for in-person and online sales, in which the customer will be asked to present ID if they look under 25), which we refer to as “Challenge 25+”, as it requires drivers to first ask all recipients of age-restricted packages for their year of birth (“YoB”), regardless of how old the person looks, before following the Challenge 25 approach - see paragraph 25 below for more details. This goes beyond what would typically happen in a physical store to prevent the bladed article being received by someone under-18.
10. Our focus is on taking all reasonable precautions to mitigate the risk of a bladed article being accessible to someone under-18 at each stage of the process. The controls we put in place for bladed articles, like our other customer protection controls (see Section B below), are based on existing industry standards or are industry-

leading. For example, we undertake regular independent industry benchmarking of our compliance with AVD processes and that benchmarking shows that our compliance rate is higher than industry standard (see paragraph 28.11 below for more detail). Our OAV process employs the same verification method, by which details are transmitted for third party verification, as do various UK government websites.

11. Nevertheless, we recognise there is always room to do more; despite these controls being in place for the kitchen knives purchased, AR was nonetheless able to secure access to these bladed articles, as described in more detail below. We have, therefore, been focussed on determining how this happened and, following a review of all our practices and processes, have taken concrete steps to implement additional and enhanced controls to further reduce the risk of someone under-18 acquiring bladed articles. These include:
 - 11.1 Undertaking a full technology rebuild of the software enabling our OAV checks, so as to age verify the cardholder of the card used to purchase the age-restricted product and require approval of that purchase from that cardholder;
 - 11.2 Requiring an OAV check to be triggered on a transaction-by-transaction basis;
 - 11.3 Making our internal guidance and mechanisms more robust; and
 - 11.4 Enhancing driver training and enforcement measures, as set out in more detail in Section C below.

These enhancements underscore our deep commitment to public safety and our readiness to adapt and evolve our practices.

12. To assist the Inquiry, I have set out below a summary of the contents of my statement.
 - 12.1 Section A: the facts relating to AR's involvement with Amazon, including:
 - 12.1.1 Amazon's involvement in the Police investigation (paragraph 13); and
 - 12.1.2 AR's use of the Amazon Store (paragraph 14), including:
 - 12.1.2.1 Account opening by AR;
 - 12.1.2.2 AR's order history;
 - 12.1.2.3 Purchase of the kitchen knives;
 - 12.1.2.4 Fulfilment and delivery of the Order;
 - 12.1.2.5 Purchase of other non-restricted products; and

- 12.1.2.6 AR's IP addresses and the use of Virtual Private Network ("VPN").
- 12.2 Section B: Broader details and context relating to Amazon's policies and controls, including:
 - 12.2.1 Selling products on the Amazon Store (paragraph 20);
 - 12.2.2 Relevant legislation, policies and procedures regarding restricted products (paragraph 21);
 - 12.2.3 Guidelines for bladed articles in particular (paragraph 22);
 - 12.2.4 Online Age Verification ("OAV") checks (paragraph 23);
 - 12.2.5 Age Verified Delivery ("AVD") (paragraph 24);
 - 12.2.6 AVD process (paragraph 25);
 - 12.2.7 Training of DSPs and DSP Drivers (paragraph 26);
 - 12.2.8 Training of Flex Drivers (paragraph 27); and
 - 12.2.9 Auditing of compliance with Amazon's AVD process (paragraph 28).
- 12.3 Section C: Reflections, including:
 - 12.3.1 Actions since the attack (paragraph 29);
 - 12.3.2 Let's Be Blunt campaign (paragraph 30);
 - 12.3.3 New legislation and engagement with other bodies (paragraph 31); and
 - 12.3.4 Closing remarks (paragraph 32).

SECTION A

13. Amazon's involvement in the Police investigation

- 13.1 Amazon has not been privy to the details of the Police investigation, and nor would I expect us to be. Amazon was contacted three times by the Police (twice by Greater Manchester Police and once by Merseyside Police) and we responded to each request. The first contact, on 30 July 2024, was a request for information in respect of AR's account for the period 01/07/2023 to 30/07/2024 [JB/02 - [AMA000062]]. The request stated "*This is an ongoing terrorism investigation where it is suspected that individual subject of this investigation may be involved in terrorist activity and as such we require subscriber information along with details of any items purchased through Amazon. This information will be used to determine whether the individual subject of this investigation is engaged in extremist activity and to prove or disprove their involvement in any terrorist activity [sic]*". A second request was made on 1 August 2024 [JB/03 - [AMA000066]] for further account information for the period 01/01/2019

to 01/07/2023, with the same purpose of the request being provided as the request dated 30 July 2024.

- 13.2 A third request was made on 13 December 2024 for information relating to the delivery of the knives, specifically “*Details of how the delivery was signed for and by whom. Details of how the age verification needed for delivery was satisfied. Copies of any documentation, photographs taken for delivery, identification and signatures recorded for the delivery*” [JB/04 - AMA000070]. The Police indicated in this request that it related to ‘Operation Greenbank’, being “*the investigation into the murder of three children in Southport on 29/07/2024, and the attempted murder of further children and adults...This data is necessary to investigate how the suspect was able to buy the murder weapon from internet shopping when aged 17, despite the product being age restricted to 18+*”.
- 13.3 The requests issued by the Police were sent to Amazon’s Law Enforcement Response (“LER”) team, a global, dedicated team led out of Seattle, United States, with team members based worldwide who are responsible for supporting with all requests we receive from law enforcement agencies across the globe. For context, in 2024, the LER team handled over 50,000 requests [JB/05 - AMA000075]. Amazon fully co-operated with the Police investigation and the LER team provided the requested information (where available) in response to the 30 July 2024 request the same day [JB/06 - AMA000076], the 1 August 2024 request on 6 August 2024 [JB/07 - AMA000077] and the 13 December 2024 request on 27 December 2024 [JB/08 - AMA000078].
- 13.4 In January 2025, during AR’s criminal trial, the fact that the kitchen knife used in the attack was alleged to have been purchased from the Amazon Store was reported in the media. This was the first time that it was brought to my and the UK team’s attention that a product purchased on the Amazon Store could have been used in the Southport murders and attempted murders. Given the location and scope of the LER team, they had not connected the requests with the attack once AR had been named publicly. We then looked into the matter immediately and identified that two kitchen knives had been purchased and delivered through an account which we assumed (from the Police requests) belonged to AR. We ascertained that, when those kitchen knives were purchased, the relevant processes and procedures were triggered but AR was nonetheless able to purchase them. This resulted in careful review of our

policies and processes to assess what improvements could be made, and implementation of such improvements, as I have set out in Section C below.

14. **AR's use of the Amazon Store**

Account opening by AR

14.1 An Amazon account was opened using the e-mail address a.megalaria7@yahoo.com (which Amazon understands from the Police to be linked to AR) on 25 April 2019.

14.2 Amazon now knows that at the time the account using the e-mail address a.megalaria7@yahoo.com was opened, AR would have been under-18; Amazon did not know this at the time. There is no requirement that a person provides a date of birth (or any document evidencing that date of birth) when setting up an account on Amazon, which is in line with customary practice followed by most retailers operating online. Physical retailers also do not typically prevent under-18 year olds from coming into their store to shop. Age-restricted products (which include, but are not limited to, bladed articles) form a very small number of our overall selection of products available for our customers to purchase in the UK (approximately 0.002%) and most customers will never purchase an age-restricted product.

14.3 Amazon's Conditions of Use and Sale ("Amazon's T&Cs") state that "*We do not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18 you may only use Amazon.co.uk with the involvement of a parent or guardian*" [JB/09 - AMA000040]. On opening this account, AR would have been required to click to accept Amazon's T&Cs and the terms became part of his contract with Amazon. Failure to accept Amazon's T&Cs would have resulted in him not being able to open an account. As such, assuming that AR's parents were not involved in the usage by AR of his account (subject to the comments in paragraph 14.4 below), the account set up by AR was set up in breach of Amazon's T&Cs. Like most other online retailers, we do not require customers to verify their age at account opening, but they are required to provide their name, email address or phone number at registration and required to verify their card details at the point of purchase. However, if we are made aware that an account is being used by someone who is under-18 without the consent and involvement of a parent or guardian, it would be closed by us in accordance with our standard operating procedures [JB/10 - AMA000055].

14.4 To place an order on the Amazon Store, the account holder must have a credit or debit card linked to their account. We do not require that the card linked to an Amazon account is in the name of the account holder as there are many valid reasons where a customer may use a card linked to another name (e.g. customers using cards registered in their maiden name, having abbreviated names or for account use by their partner). While from 27 October 2021 the only card linked to AR's account was a debit card in his name, prior to this date he also made purchases using cards in his parents' names.

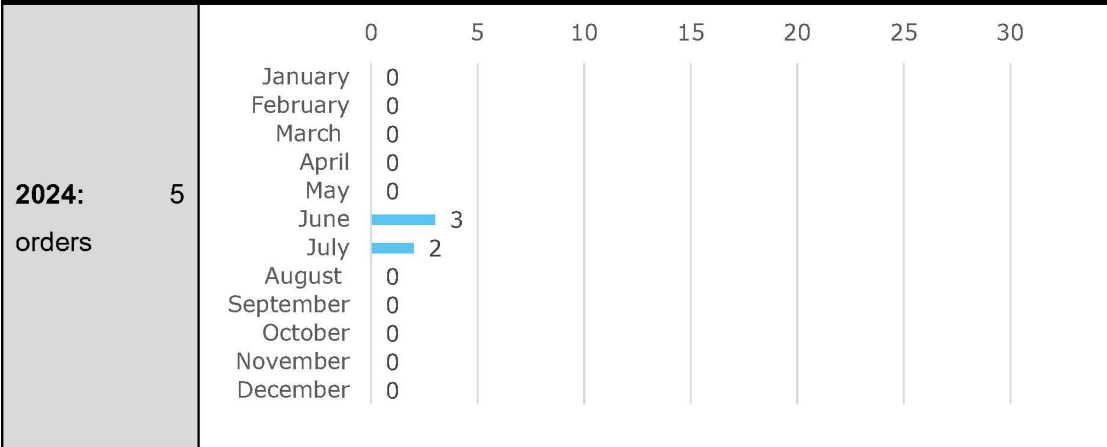
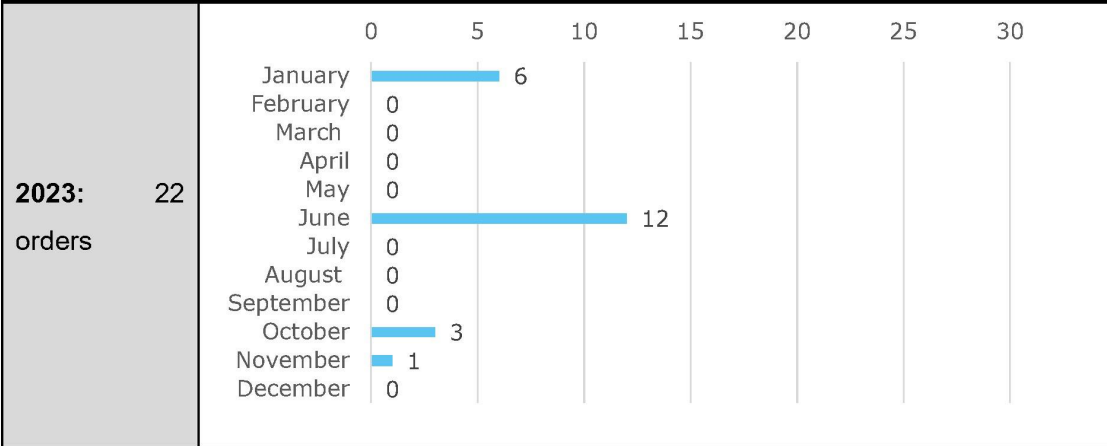
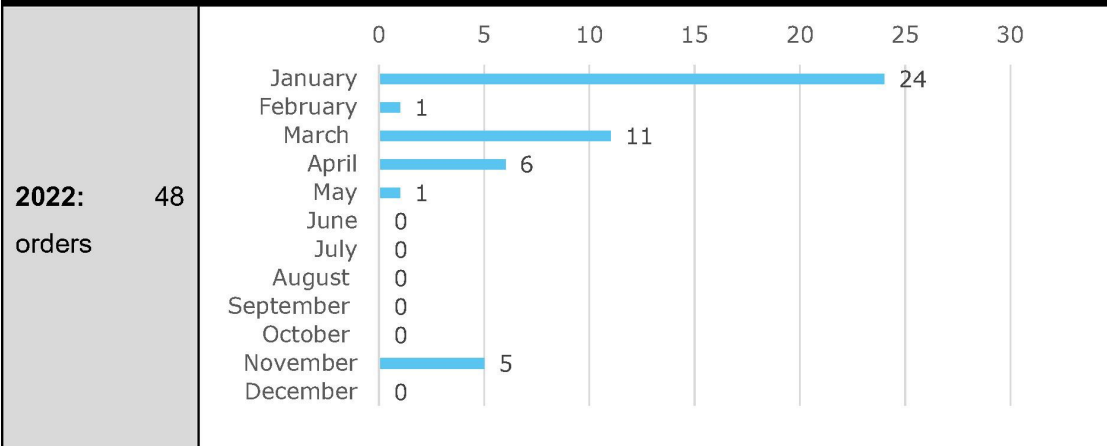
15. **AR's order history**

15.1 Although we cannot be certain that it was AR who made all of the purchases connected with his account on the Amazon Store, as listed in the account's order history ("Order History") [JB/11 - AMA000056], for the purposes of this witness statement, we have assumed it was AR who made the purchases.

15.2 AR began ordering products on 27 May 2019. As can be seen from the Order History, he ordered a wide variety of products, including a small number of products which were subject to age restriction. This included the two kitchen knives (purchased as one order) which were sold, fulfilled by, and delivered on behalf of Amazon and the 'Inevitable Party Pack of 4 Ring Pull Smoke Grenade Effects for Paintball, Weddings, Photoshoots & Special Effects (Orange)' ordered on 8 January 2023 which was sold, fulfilled and delivered by a Seller through the Merchant Fulfilment Network ("MFN") as detailed further in paragraph 20.1.2 below.

15.3 I have been asked by the Inquiry to set out the overall frequency of Amazon orders made by AR between 2022 and 2024 and set this out below:

AR AMAZON ORDER HISTORY 2022-2024



16. **Purchase of the kitchen knives**

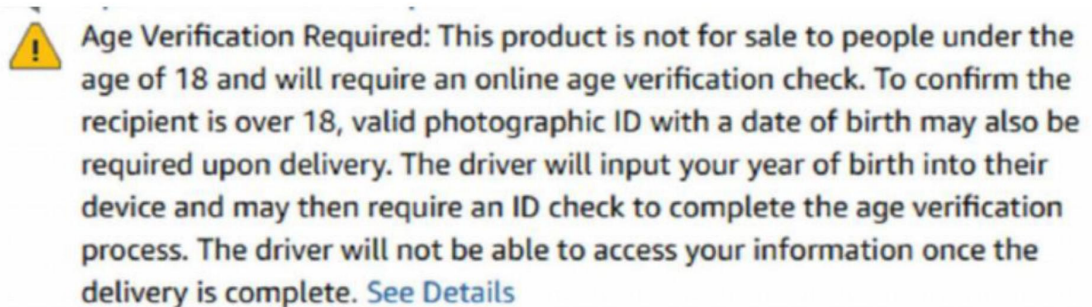
16.1 On 13 July 2024, AR placed the following orders, in each case using the account name 'A R', the shipping name "Ax Rud" and the shipping address as '10 Old School Close, Banks':

16.1.1 An 'APOLLO Chef Knife 20cm CERBERA, Multi-Colour, 40x7x1.5', ordered at 20:16 (order number 205-1823547-6705969). This order was confirmed but cancelled by AR within minutes of placing the order ("the Cancelled Order").

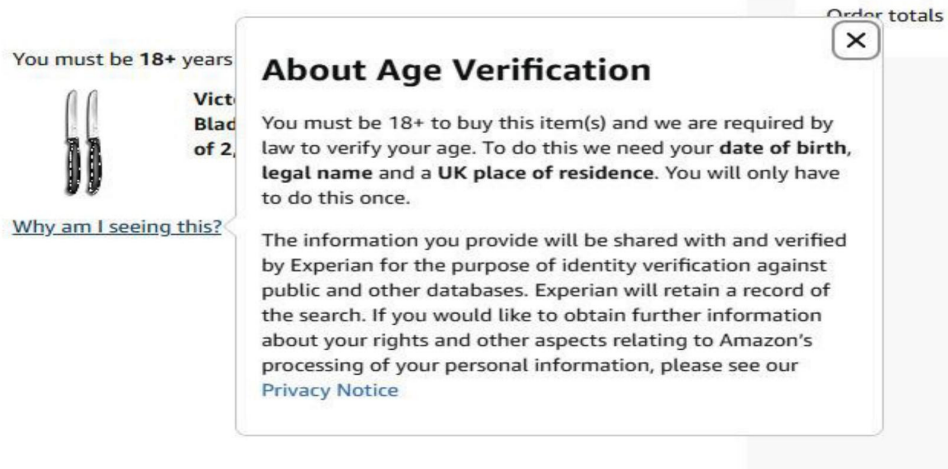
16.1.2 Two units of 'APOLLO Chef Knife 20cm CERBERA, Multi-Colour, 40x7x1.5', ordered at 20:20 (order number 205-7351162-4218749). This order (the "Order") was confirmed and the products were scheduled to be delivered on 14 July 2024.

16.2 The Order was sold and fulfilled by Amazon Retail.

16.3 In line with Amazon's controls for bladed articles, the following notice appeared on the product page relating to that kitchen knife, reminding customers before they add the product to their basket that such products are available for sale to over-18 year olds only:



16.4 Once the product is added to the customer's basket and the customer clicks 'proceed to checkout', they are taken to a 'Verify Your Age' page which repeats the requirement that they must be over-18 years old to buy the product. The below screenshot would have been visible when AR made the purchase, upon clicking the 'Why am I seeing this?' question:



16.5 Customers are then required to “Verify your age” and provide their legal name, stipulated to be “Your name as it appears on your ID”, as well as “Verify your place of residence”. A screenshot of this page is below:

16.6 The customer then must click ‘Verify’, which results in the details that they have inputted being securely sent by Amazon to Experian. Experian is a well-established third-party age verification provider, who checks against various databases including government, voter and credit records. As stated above, we understand this is also used by some UK government websites. If Experian verifies that the data provided is

of a person who is over-18, and that the address provided corresponds with the address Experian has on file for that person, then the order will be accepted, and the customer proceeds to checkout. If the data does not correspond, then the order will not pass age verification and the customer will be unable to complete their purchase.

16.7 In the case of AR's purchase journey on 13 July 2024, the following occurred (all times given in BST):

16.7.1 In relation to the first Cancelled Order:

- 19:40 - AR changed his Amazon account password and enabled 2-step verification, which means that to sign into that account a person would need to provide the password and then enter a verification number which had been texted to the mobile phone number registered to the account at the point of signing in. This would make it more difficult for unauthorised persons to access an account even if they obtained the password [JB/12 - **AMA00048**], pages 4 and 5].
- 19:44 - AR 'initiated his order' (i.e. placed the kitchen knife in his cart), which shows as the 'order time' in his order history¹. He clicked 'Proceed to checkout' and/or reloaded the page several times – we cannot see from our records why he did this. When AR clicked 'Proceed to checkout' he would have been asked to complete the 'Verify Your Age' form for the purposes of the OAV check via Experian [JB/13 - **AMA000057**].
- At this stage, in order to get through the OAV check, AR inserted his father's, Alphonse Rudakubana's, details into the 'Verify Your Age' form instead of his own. Alphonse Rudakubana's details were then transmitted by Amazon to Experian for verification.
- 20:10 – The details of Alphonse Rudakubana passed the Experian check, as the name and address provided were those of an adult and matched up with the information held by Experian [JB/14 - **AMA000058**].

¹ Note: the 'order time' recorded in a customer's order history is the time at which that product is placed in the customer's basket as opposed to when the purchase is completed through the checkout page. It is therefore possible for the order time to appear to be before the OAV check was completed by Experian.

- 20:16 – the order was completed at the point that Experian confirmed that the data entered was of a person over-18 [JB/12 - AMA00048 page 5].
- 20:18 – AR cancelled his order [JB/12 - AMA00048 page 5].

16.7.2 In relation to the Order:

- 20:19 – AR changed his IP address then added two of the same kitchen knife to his cart and clicked 'Proceed to checkout'.
- 20:20 – AR completed the Order by clicking on 'buy now' [JB/12 - AMA00048]. Note that AR was not required to complete the OAV check again at this stage. This is because, at the time, Amazon only required the OAV check to be undertaken once on an account, as this would provide us with the signal that the customer was over-18. We have since reevaluated and changed our processes in this regard, as described in more detail below at Section C.

17. **Fulfilment and delivery of the Order**

Packaging and shipping labels

- 17.1 The Order was packed and labelled at our fulfilment centre at Bridgewater Avenue, Bolton BL5 1EE before being shipped on 14 July 2024.
- 17.2 As the Order contained kitchen knives, it was automatically (by virtue of the unique product code of the kitchen knives) identified as being age-restricted which triggered our relevant systems to apply the necessary age restriction processes to packaging and delivery (see paragraph 22 below for more detail). The AVD process includes, amongst other steps, a specific warning being applied to the shipping label on the packaging of such orders to inform both the delivery driver and the individual who accepts the package of what it contains. More detail on the AVD process is set out at paragraph 25 below.
- 17.3 An example of the warning that would have been applied to the shipping label at the time of AR's purchase can be found at JB/15 - AMA000059. The shipping label shows "Age 18+" in the top right hand corner and the lower part of the shipping label shows "Bladed Article". Note that the format of our shipping label has changed since July 2025 but substantively remains the same and still contains the warning of 'Age

18+” and ‘Bladed Article” [JB/16 - AMA000060]. In accordance with our policies, the shipping label with this age warning and content information would have been applied to the package by our automated labelling machines at the fulfilment centre. Although we do not capture images of every package that we ship, we are confident that the shipping label with this age warning was applied to the package since we know the package was subject to the AVD process.

Delivery of the Order

17.4 Our systems automatically assigned the delivery of the Order to a third-party delivery service provider, or “DSP”. The name of the DSP company and the relevant driver have been provided to the Inquiry.

17.5 The driver was first contracted by the DSP to deliver Amazon packages in April 2024 and completed all of the applicable training modules on 30 April 2024, which is required prior to delivering any Amazon packages. The training content included the Challenge 25+ process (see more details on Challenge 25+ and the related training at paragraphs 24, 25 and 26 below).

17.6 Our records show that the Order was delivered by the driver to an individual at AR’s address on 15 July 2024 at 17:40 and that the driver, in following our AVD process, indicated that:

17.6.1 the recipient’s YoB made them over-25; and

17.6.2 they appeared to be over-25.

17.7 From the records we hold, we can see that when the Order was delivered, in accordance with our AVD process, the driver was prompted by the Amazon Delivery App to perform age verification, initially by asking the recipient at AR’s address to provide their YoB. The record shows that the driver entered the recipient’s YoB as “1978” [JB/17 - AMA000061], at which point the Amazon Delivery App would have calculated that the recipient was approximately 46 years old. The driver then confirmed in the Amazon Delivery App when prompted that the recipient of the package also appeared to be over the age of 25. In accordance with our AVD process, once these two steps are passed (i.e. recipient’s YoB is verified as one which makes them over-25 and the driver confirms they looked over-25), the driver was not required to ask the recipient for identification and would have been directed

by the Amazon Delivery App that they could deliver the package. Accordingly, based on the information entered, we believe the package was handed to an adult at the property when it was delivered on 15 July 2024, complete with the over-18 warning on the shipping label.

18. **Purchase of other non-restricted products**

18.1 AR made a wide variety of purchases on the Amazon Store. We note that the Inquiry has queried some of the other purchases which AR made as set out in AR's Order History [JB/11 - [AMA000056]]. For example:

18.1.1 In relation to the sledgehammer and bow and arrow purchased by AR: These products are not legally classified as 'weapons', nor does UK legislation mandate age verification on them either in-person or online. Given the large potential number of objects that could, in theory, be used to injure or harm a person, it would be challenging for retailers to develop comprehensive policies to categorise products which are otherwise lawful for sale. Amazon nonetheless prohibits the marketing of mixed-use products for unlawful reasons, such as a kitchen knife as a weapon, and suppresses a product if it is clear from the product description and/or image that the product is primarily intended, designed or marketed for such unlawful uses.

18.1.2 In relation to Ricinus seeds purchased by AR: The substance ricin is not available for sale on Amazon. Ricinus seeds, also known as castor beans, are widely available for sale in the UK and have many legitimate commercial and residential uses, for example the production of castor oil. UK legislation does not prohibit the sale of such seeds either in-person or online, nor is there a requirement for age verification on their sale.

18.1.3 There are also no legal restrictions on the sale of laboratory-type equipment that could in theory be used to create ricin, or any other poison (e.g. pestle and mortar, measuring jug). It would not be possible for Amazon to assess the reasons for which such equipment is being purchased and these products have many legitimate commercial, residential and educational uses.

18.2 Like other retailers, including physical stores, we rely on guidance and support from the UK government in relation to restricting and/or reporting on products of concern

and seek to adhere to all legislative provisions in relation to the sale of restricted products as we are not best placed, to adequately assess what products could be used to manufacture poisons and toxins or the likelihood that they may be used for illegitimate use.

19. **AR's IP addresses and the use of Virtual Private Network ("VPN")**

- 19.1 Amazon records the IP address from which all purchases are made. You will see from AR's Order History [JB/11 - AMA000056] that he used 20 different IP addresses. Specifically in relation to the Order, AR used a new IP address not used previously for other purchases. I understand IP addresses may change over time for various reasons, but a rapid change in IP address between orders would tend to indicate use by AR of a VPN. A VPN is a service that creates a secure, encrypted connection over the internet that masks your IP address and encrypts your internet traffic, making it more difficult for third parties to track your online activities. Whilst Amazon monitors the use of VPNs to prevent buyer risk issues (i.e. to prevent fraudulent access to customer account information), there are a number of legitimate reasons for customers to use a VPN (such as connecting to corporate networks securely) and there is no restriction on their use on the Amazon Store.
- 19.2 AR's use of a VPN did not interfere with Amazon's controls on the sale of bladed articles being applied.

SECTION B

20. **Selling products on the Amazon Store**

- 20.1 There are two ways in which products are offered for sale on the Amazon Store: the first is through Amazon Retail and the second is through Sellers.
- 20.1.1 For Amazon Retail, Amazon purchases the products from its Vendors and sells them through the Amazon Store. Vendors are required by us to comply with all applicable laws, rules and regulations as set out in the Vendor Terms and Conditions [JB/18 - AMA000006];
- 20.1.2 In contrast, Sellers own the products they sell through the Amazon Store. We also require our Sellers, as set out in the Business Solutions Agreement [JB19 - AMA000007], to comply with all applicable laws, rules

and regulations. There are two ways in which Sellers can fulfil their orders. They can either (i) use Amazon's FBA service where the Seller remains the seller on record, but the products are sent to Amazon's fulfilment centres and Amazon arranges delivery; or (ii) fulfil the order themselves through MFN where they use the Amazon Store to list their offer but Amazon does not possess the product or have any involvement in its delivery, with the Seller arranging delivery of the products to the customer.

20.2 With respect to bladed articles subject to age-restriction measures, these can only be sold via Amazon Retail (such as in the case of the Order by AR) or by Sellers using our FBA service, as set out further in paragraph 24.3 below.

21. **Relevant legislation, policies and procedures regarding restricted products**

21.1 Amazon seeks to comply with all relevant legislation when selling products on the Amazon Store and so puts in place policies, procedures and controls, for both products which are prohibited by law ("Prohibited Products") and products which are legal to sell, but subject to certain restrictions ("Restricted Products"). Amazon does not allow the sale of these Prohibited Products and we have numerous tools and controls in place that we use to proactively monitor and flag Prohibited Products, including keyword filters, automated imaging technology as well as human reviews. We take our responsibility to ensure that we comply with all legal obligations related to Prohibited Products and Restricted Products seriously. In 2024 we invested more than a billion US dollars globally and employed thousands of people, including machine learning scientists, software developers and expert investigators, all dedicated to protecting customers, brands, Sellers, Vendors, and our store from inauthentic, unsafe and non-compliant products, as well as abuse and fraud [JB/20 - AMA000063]. In addition, our systems automatically monitor relevant websites and publications of UK regulators regarding prohibited, restricted and unsafe products on a daily basis, to keep our processes up to date.

21.2 Our guidance and policies on Prohibited Products and Restricted Products are regularly reviewed and updated, and we work closely with the UK government and regulators to continuously improve our controls and monitoring processes.

- 21.3 Amazon applies its policies to both Vendors and Sellers in a manner which is clear, fair and consistent. As such, we avoid imposing restrictions which are not in line with current UK laws and regulations.
- 21.4 Where there is a legal requirement to do so, or when we have agreed with the UK government that we will otherwise do so, we share required data with the relevant law enforcement agencies. We have met with the Home Office on numerous occasions to discuss various mechanisms to flag and report suspicious orders. For example:
- 21.4.1 We discuss reporting with the Home Office where a consumer has purchased significant amounts of explosive precursors (i.e. materials which can be used for legitimate purposes but, in certain quantities, may be used to manufacture explosives), such as hydrogen peroxide, acetone, hexamine and/or sulphuric acid; and
- 21.4.2 On 10 April 2025, we had a call with the Home Office Chemical Reporting Team, where we discussed our approach to Ricinus seeds/castor beans. We explained that Ricinus seeds/castor beans remain for sale by Amazon and other UK retailers due to their legitimate commercial uses and the absence of clear legal requirements for prohibition. The Home Office confirmed it understood this approach and did not raise any objections.
- 21.5 While Amazon cooperates fully with any law enforcement requests for information (and, as described above, has a dedicated LER team to respond to such requests), we respect the data protection rights of our customers and are also subject to applicable data protection laws which prevent us from sharing the data of our customers without a legal basis to do so. In addition, as a retailer, Amazon does not have the same subject matter expertise as law enforcement or counter-terrorism agencies in order to be able to identify potentially high-risk practices in relation to otherwise legal products.
- 21.6 We adopt the same approach in relation to those products which both could potentially be used to injure other persons, but when used as the manufacturer intended, have legitimate use cases (e.g. sledgehammers). Where such products are not age-restricted by law, Amazon, like other retailers, does not impose such restrictions. We do proactively seek feedback from external parties such as UK

government agencies and our Primary Authority Partner to ensure our position is fully compliant with any legislative or regulatory updates.

21.7 Our screening tools and processes are subject to regular and comprehensive reviews. In relation to age verification controls for bladed articles, an audit conducted on 22 January 2025, based on machine learning and keyword-based classifiers, found that 99.19% of age-restricted products were correctly attributed with the appropriate classifiers. Following this audit, we updated the attributes on the small number of products not classified correctly and we have increased the frequency of manual reviews and human intervention from bi-weekly to weekly to ensure an even higher level of compliance is maintained.

21.8 I have been asked by the Inquiry to set out our considerations in relation to specific legislation. As mentioned above, we put in place policies, procedures and controls to comply with all applicable legislation. The table below sets out some of the specific legislation relating to Prohibited Products and Restricted Products and Amazon's approach to such products.

Legislation	Legal requirement	Amazon position
Firearms Act 1968	Only licensed firearms dealers may sell these products; sale to anyone under-18 or unlicensed persons is illegal.	Amazon prohibits the sale of firearms (e.g. pistols, rifles, shotguns).
Criminal Justice Act 1988 ("CJA") and Offensive Weapons Act 2019	Certain bladed articles must not be sold to anyone under-18. Bladed products cannot be delivered, and delivery cannot be arranged where the sale is remote, unless the seller has procedures in place which are likely to ensure that the bladed product is delivered into	Amazon has in place processes to identify bladed articles which are covered by the CJA and to ensure that they are sold with the relevant protections in place as age-restricted products. Amazon has in place processes which ensure that delivery drivers conduct AVD checks on

	the hands of someone 18 or over.	every delivery of packages containing knives to validate that the person receiving the delivery is over the age of 18.
Criminal Justice Act 1988, Restriction of Offensive Weapons Act 1959, Offensive Weapons Act 2019, Crossbows Act 1987	Illegal to manufacture, sell, import, or possess specified offensive weapons.	Amazon prohibits the sale of weaponised bladed articles (e.g. flick knives, zombie knives, disguised knives, swords, crossbows) as detailed in JB/21 - AMA000001 .
Poisons Act 1972	Sales of certain chemicals are restricted or require a licence; suspicious transactions must be reported.	Amazon prohibits the sale of regulated poisons and chemicals above threshold levels. Amazon works with the Home Office on reporting suspicious transactions.

21.9 As set out above, all of Amazon's Vendors and Sellers affirmatively consent to agreements which require them to ensure that their products comply with all applicable laws, rules and regulations before they can sell. Each agreement is visible and accessible to them in the account they have with us [JB/19 - AMA000007]. In addition to that, I set out below some of the key mechanisms used by Amazon to ensure that products are listed and sold in accordance with applicable laws. This list is not exhaustive:

21.9.1 **In relation to Sellers:**

(a) **Selling Policies and Seller Code of Conduct:** Amazon requires Sellers to adhere to Amazon's Seller Code of Conduct [JB/22 - AMA000064]. The Selling Policies and Seller Code of Conduct consists of principles that intend to ensure a fair and trustworthy buyer and seller experience. According to this Code, Amazon requires all Sellers to adhere to all applicable laws and abide by all Amazon policies, maintain current

account information and also to not engage in any misleading, inappropriate or offensive behaviour.

(b) Education: Amazon has determined that, in many cases, non-compliance by Sellers is often an issue of missing education and knowledge. Amazon therefore proactively publishes educational content, hosts training sessions and continues to look for areas where Amazon either can surface meaningful information to help educate Sellers or where Amazon can offer other Amazon or third-party services to help them meet their compliance obligations. Amazon also invests in reactive education to help Sellers learn and improve. For example, where there are any compliance violations, Amazon notifies its Sellers by e-mail and/or through an electronic dashboard which functions like a scorecard to show:

- 21.9.1.1 their violations with a reference to the Amazon policy or law they violated;
- 21.9.1.2 what action Amazon took (such as blocking the product offer);
- 21.9.1.3 steps to correct (if any); and
- 21.9.1.4 how to appeal if they believe there was an error.

21.9.2 In relation to all products, from both Sellers and Vendors:

(a) Controls: Amazon's systems aimed at product compliance include controls that function through automated algorithms to identify and remove non-compliant products from our selection of millions of products in the Amazon Store. We employ thousands of keyword-based algorithms and machine learning models that are continuously run against the Amazon Store's product catalogue across the EU and UK, considering linguistic differences and local compliance requirements, to identify any potential policy violations. These controls aim to prevent non-compliant products from being listed or to flag them for review by Amazon's investigators so listings can be stopped if compliance issues are found or additional information is needed from Sellers or Vendors.

(b) Enforcement: Amazon has zero tolerance for the sale of unsafe or non-compliant products. We will deal with egregious behaviour or repeat Seller or Vendor violations of Amazon's policies. For Sellers or Vendors that engage in repeat violations without taking steps to correct their product offers, Amazon will take action including temporarily suspending or

permanently blocking their selling privileges. In rare cases of purposefully evasive behaviour, Amazon will immediately enforce against Seller or Vendor accounts, including removing their selling privileges. A Seller and Vendor will be shown on a dashboard in their account that they are facing potential suspension or loss of selling privileges if they incur repeat violations.

(c) Continuous improvement: We know, however, that no system is flawless. This is why, whilst we heavily invest in our proactive strategies, we also invest in extensive reactive protocols. For example, we continuously monitor internal and external information to identify potential safety issues and investigate and enforce where appropriate. We further take feedback from our customers, Sellers, Vendors, manufacturers and authorities on potential safety or compliance concerns through our Notice and Takedown process and other intake channels. We investigate and promptly act where necessary. We use this information to refine our proactive controls and improve how we identify prohibited products.

22. Guidelines for bladed articles in particular

22.1 When a bladed article is sold by Amazon Retail or by a Seller, additional policies apply:

22.1.1 The 'Process for flagging bladed products' [**JB/23 - AMA000002**]. This sets out how to ensure that a bladed article has the appropriate Amazon Standard Identification Number ("ASIN") attributed to the products. The ASIN is a unique 10-character identifier that Amazon assigns to products on the Amazon Store. For certain bladed articles, the ASIN will identify the product as being bladed (and by extension age-restricted) and, as a result, the relevant processes will be triggered throughout the rest of Amazon's systems, including OAV, its packaging and AVD processes.

22.1.2 The 'Customer Restrict Type ("CRT") Attribute Population Standard Operating Procedure' [**JB/24 - AMA000009**]. This document provides details on the procedural steps taken to capture ASINs under bladed articles which require age verification.

22.1.3 The 'Webstamper Standard Operating Procedure' [JB/25 - AMA000010]. This document sets out the process for the tools used to identify products that require age verification.

22.2 In addition, we provide extra guidance to Sellers when listing their product, through the 'Listing guidelines for bladed products' [JB/26 - AMA000003]². These guidelines set out that "*Bladed articles which require age verification under the Offensive Weapons Act 2019, including kitchen knives and chef's knives*" can only be sold by Sellers via FBA.

23. **Online Age Verification ("OAV") checks**

23.1 As set out in paragraph 9.1 above, OAV is the name given to the check conducted by Amazon to verify the age of a customer prior to the point of sale of a bladed article. OAV was implemented in 2021 by Amazon in order to comply with the requirements introduced by the Criminal Justice Act 1988, as amended by the Offensive Weapons Act 2019.

23.2 **JB/27 - AMA000039** provides an overview of a customer journey from creating an account to purchasing a bladed article. The process for purchasing a knife and the OAV checks is outlined at paragraph 16 above.

23.3 Amazon's OAV process currently verifies the name and address provided in the 'Verify your age' form by the customer. We do not require these details to match either the customer's Amazon account name or their payment card name or their shipping address. This approach was adopted because:

23.3.1 Customers may have legitimate reasons for differences between their legal ID, account name and payment card name (e.g. customers choosing a 'nickname' for their account, or customers using cards registered in their maiden name, abbreviated name or a payment card in the name of their partner); and

² Within this document it says in the 'What is Age Verification on Delivery (AVD)?' section: "A signature is required for all units dispatched via AVD by the carrier." This is incorrect and is being updated to remove this incorrect reference to a signature being required.

23.3.2 Customers often ship to addresses and recipients other than their registered address (e.g. when sending a gift) resulting in the address and recipient not being the same as the address that matches the name in Experian's records.

However, following the use by AR of his father's details to get through the OAV check, we have, as part of the review undertaken, been considering ways to enhance and strengthen our controls and have identified and implemented changes to effect these – see paragraph 29.3 below for more detail.

24. **Age Verified Delivery (“AVD”)**

Carriers

24.1 All Amazon Retail and FBA orders are delivered by third-party delivery providers: DSPs, Amazon Flex delivery partners (“Flex Drivers”), and third-party carriers. DSPs are independent third-party delivery companies who engage individual delivery associates (“DSP Drivers”) to make deliveries. Flex Drivers are self-employed, independent contractors who use their own vehicles to deliver Amazon packages. Third-party carriers are large, established carriers such as Royal Mail and UPS (see paragraph 24.2 for more details). In the UK, the vast majority of Amazon Retail and FBA packages are delivered by DSPs and, as mentioned in paragraphs 17.4 to 17.7 above, the Order placed by AR was delivered by a DSP. Since they are responsible for delivering large volumes of Amazon parcels whilst offering a consistent and safe customer experience, Amazon requires that all DSP Drivers and all Flex Drivers, (together, “Drivers”) use the Amazon Delivery App whenever delivering Amazon parcels. The Amazon Delivery App helps Drivers to identify delivery locations, understand customer delivery preferences (e.g. safe places and access instructions), and contains step-by-step instructions to follow for each delivery subject to the AVD process, as set out below at paragraph 25.

24.2 As mentioned above, Amazon also engages large, established third-party carriers, such as Royal Mail and UPS, to provide delivery services to our customers, primarily to allow access for customers living in remote postcodes not covered by the DSP or Flex programmes. They deliver approximately 7-8% of total shipments of age-restricted products. These carriers are contractually required to comply with all

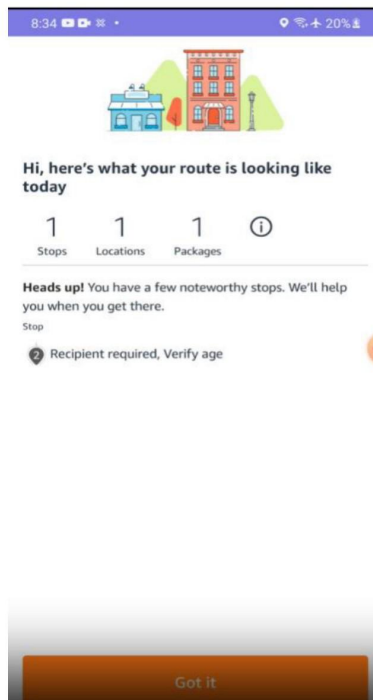
relevant laws, including age verification on delivery, and to follow their own processes rather than using the Amazon Delivery App.

24.3 Amazon requires all bladed articles subject to age-restriction measures to be sold only through Amazon Retail or through FBA and not through MFN. This has been the case since 13 May 2022, a change made to allow Amazon's AVD process to be followed by Drivers at the point of delivery, or by our trusted third-party carriers through their own established processes.

25. **AVD process**

25.1 The AVD process seeks to ensure that all reasonable measures have been taken upon delivery to prevent an age-restricted product from being delivered to someone under-18.

25.2 At the beginning of their route, Drivers can see how many delivery stops will be subject to the AVD process in the route overview screen, as well as which specific stops through the Itinerary screen, in the Amazon Delivery App. Drivers are reminded of this again as they go to deliver the relevant package at the relevant address. A screen shot of this is shown below:



- 25.3 At the point of delivery of an age-restricted product, the Amazon Delivery App will alert the Driver that they are delivering an age-restricted product and provide step-by-step instructions on Amazon's AVD process [JB/28 - AMA000065]. The Driver must follow this process in order to be able to mark the package as delivered.
- 25.4 If a recipient is not at home, the Driver is not permitted to leave any package containing an age-restricted product unattended, neither in a pre-selected 'safe place' nor with a neighbour. If a recipient is at the address, the Driver must follow Amazon's 'Challenge 25+' process. This is an enhanced version of the 'Challenge 25' industry-standard process, which is followed by many large retailers including some of the major supermarkets, sometimes also referred to as 'Think 25'. This process is not a requirement under UK law, but is an incremental verification check to ensure that recipients who look under-25 (even if they are or look over-18) will be required to show ID to confirm they are over-18.
- 25.5 Amazon's 'Challenge 25+' process goes beyond 'Challenge 25' typically followed in a physical store, as it requires Drivers to ask all recipients of packages containing an age-restricted product for their YoB regardless of how old the person looks. Once they have received the YoB, they must then ask for ID from (i) individuals whose YoB indicates that they are under-25 (even if they are over-18); and (ii) individuals who look under-25 (even if they are not) [JB28 - AMA000065]. If the YoB indicates the recipient is under-18, the Amazon Delivery App will notify the Driver that the package must not be delivered to that recipient. When a YoB more than 25 years ago is entered into the Amazon Delivery App, as per the screen shots in JB/28 - AMA000065, the Amazon Delivery App displays the question "Does the recipient look over-25?". If the Driver considers that the recipient does look over-25, then the Driver should press "yes" and will then be notified that they can deliver the package. If the YoB indicates that the recipient is over-18 but under-25, and/or the recipient appears to the Driver to be under-25, the Amazon Delivery App will ask the Driver to request and view the recipient's government-issued ID and enter their full date of birth before verifying they are over-18 and delivering the package.
- 25.6 Amazon does not specify that the recipient of the package needs to be the person whose details were used for OAV, the person whose name is on the package, or the person whose name is on the ordering account. There are various reasons for this, including where deliveries are made to another resident at the same property who is

over-18. The delivery can be made to anybody over-18, provided they are receiving the package at the address on the shipping label. There were no changes to this policy during the period AR made purchases on Amazon.

- 25.7 Amazon only permits delivery of an age-restricted product to an alternative recipient if it is at the address specified on the shipping label, and the Driver must still follow the AVD process with that person. It should be clear to the age-verified recipient that the package contains a bladed article for over-18, due to the shipping label specifying this to be the case. This is in contrast to other non-age-restricted products, which can ordinarily be left in a safe place at the recipient's address or delivered to a neighbour.

26. Training of DSPs and DSP Drivers

- 26.1 DSPs are responsible for making deliveries and independently contracting with DSP Drivers who conduct deliveries on their behalf. Amazon specifies certain basic requirements such as being aged 18+, having the right to work in the UK and holding a valid driving licence, and we also require that DSPs ensure that DSP Drivers undertake certain mandatory training before they start delivering Amazon packages. Our contracts with DSPs require that at all times they, and the drivers they engage, comply with our age verification requirements (see **JB/29 - AMA000019** for the provision in the contract).

- 26.2 It is mandatory for DSP Drivers to undertake training on the AVD process. All DSP Drivers must complete an Amazon Information Session delivered by a third-party provider that provides information on Amazon-specific matters such as the Amazon Delivery App before they can deliver any Amazon packages. Information on Amazon's AVD process is featured in Amazon Information Sessions and an AVD training module is available to DSP Drivers at any time through a third-party app; DSPs can also assign refresher training at any time to the DSP Drivers they engage. The UK Amazon Information Session content [**JB/30 - AMA000017**] covers:

- 26.2.1 The law around AVD;
- 26.2.2 Which products require AVD;
- 26.2.3 How to identify an AVD package (label);
- 26.2.4 The Challenge 25+ policy;
- 26.2.5 Delivery app workflow;
- 26.2.6 Types of permitted ID; and

26.2.7 Knowledge check.

26.3 This session also reminds DSP Drivers of the direct personal criminal liability they could face by failing to correctly deliver an age-restricted product. In the specific case of AR, the driver who delivered the Order completed the Amazon Information Session on 30 April 2024, prior to delivering any Amazon packages.

26.4 In addition to the training, to reinforce the need for compliance with our AVD process, we circulate reminders and/or display messages on screens at a number of our delivery stations, which are where Drivers (including DSP Drivers) attend to collect packages for delivery, which remind them of our requirements [JB/31 - AMA000018].

26.5 The AVD training content is reviewed annually as part of an annual continuous improvement cycle, to ensure it is updated to reflect any changes in our processes and that it remains effective in clearly conveying our procedures to Drivers.

27. **Training of Flex Drivers**

27.1 Whilst the Order in AR's case was delivered by a DSP as opposed to a Flex Driver, Flex Drivers also use the Amazon Delivery App and are required to follow the same AVD process described in paragraph 25 above. They are also trained on the AVD process as follows.

27.2 During the onboarding process for the Flex programme, and prior to being able to deliver Amazon packages, Flex Drivers are required to watch a video on 'Making Age Verified Deliveries'. The video explains the requirements of the AVD process detailed above (including but not limited to Challenge 25+, when they must ask for government-issued ID, and the requirement not to deliver if such ID is not provided). The video is one of 10 mandatory videos currently required before joining the programme [JB/32 - AMA000022]. After they have joined the programme, Flex Drivers receive a 'welcome' email which includes content on the AVD process [JB/33 - AMA000036]. Flex Drivers then receive ongoing messages in the Amazon Flex newsletter and in the Amazon Delivery App reminding them of the AVD process as detailed in the Communications Plan, Age Verified Deliveries Communication Strategy [JB/34 - AMA000067].

28. **Auditing of compliance with Amazon's AVD process**

28.1 To monitor compliance with the Challenge 25+ process, which Drivers must follow as part of our AVD process, we use a third-party mystery shopping company to conduct audits each month (IPSOS). In 2024 we conducted a total of 23,229 audits and as of 30 June 2025 we have conducted 13,847 audits.

28.2 The auditors that the mystery shopping company uses are all aged between 18 to 24 (i.e. they are all recipients who, per our Challenge 25+ process, should be asked for ID by Drivers since they are over-18 but under-25). Following delivery of a package they are required to complete a questionnaire on the delivery. Questions include:

28.2.1 Whether they personally received the package;

28.2.2 If they were asked for their YoB;

28.2.3 If they were asked for their DOB; and

28.2.4 If they were asked to produce their ID.

28.3 Audits can have four possible outcomes:

28.3.1 Abort - where there is an issue with the delivery, the auditor has confirmed they did not personally receive the package, or the auditor's notes are unclear;

28.3.2 Pass - where the Driver followed the Challenge 25+ process in full. The Driver requested the YoB from the auditor and also their government-issued ID (which is required when the auditor is, or appears to be, under-25);

28.3.3 Partial Pass – where the Driver asked for the YoB and DOB, but did not request to see ID; or

28.3.4 Fail – where a Driver (i) does not request YoB or government-issued ID; or (ii) leaves the package unattended at the delivery address, delivers through a mailbox or to a neighbouring address.

28.4 These mystery shopping audits are assessing the compliance of Drivers who deliver packages subject to the AVD process. As explained at paragraph 25.5 above, our AVD process goes beyond what is required under UK legislation which does not require that Challenge 25+ (or Challenge 25) be followed. The audit results are discussed in more detail below.

28.5 From 2019-2021 we utilised a 'Challenge 100' process, which meant that each Driver had to request government-issued ID from all recipients of age-restricted products. This led to increased physical and verbal assaults on Drivers (for example between January 2020 to March 2020, 144 Driver assaults were recorded compared with 33 between October 2021 to December 2021 (after we moved away from Challenge 100), driven by frustration from older customers at the need to provide ID, which they do not need to do for physical in-store purchases, and many customer complaints due to privacy concerns, whilst we did not see a marked improvement in compliance rates. We then moved to the Challenge 25+ model, which is more in line with industry practice, as a proportional way to balance the need for verification whilst respecting our customers' privacy and enhancing Driver safety.

28.6 It is worth highlighting that we set out high standards in structuring the mystery shopping audits and 'compliance' is set at the high bar measured against our Challenge 25+ policy; it is not measuring against compliance with the law. Specifically, the Full Compliance rate mentioned below is based on the full "Pass" rate only out of the total (non-aborted) audited deliveries. It does not take into account 'Partial Passes' which would still be fully legally compliant as the Driver would still have requested the YoB and would have been told it was a year which would make the recipient between 18-24 years old, and the recipient was in fact over-18. **JB/35 - AMA00050** details the pass rate for all mystery shopping audits between 2020 and 2024. The results relating to DSP-only compliance are set out in more detail below:

Year	Fail	Partial Pass	Pass	Grand total (for all completed (i.e. non-aborted) deliveries)	Fail Rate	Partial Compliance	Full Compliance
2020	586	756	3320	4,662	13%	16%	71%
2021	1209	2313	14186	17,708	7%	13%	80%
2022	1498	3027	23466	27,991	5%	11%	84%
2023	1551	2076	15011	18,638	8%	11%	81%
2024	2194	1656	19379	23,229	9%	7%	83%
2025 (to 30 June)	814	1241	11792	13,847	6%	9%	85%

28.7 In 2023, the number of audits conducted reduced following onboarding of a new mystery shopping supplier who initially struggled to meet volume commitments. It took approximately 9 months for them to build up their pool and meet target volume.

28.8 In 2023, our Full Compliance rate dropped slightly. Some of the steps taken to address the lower compliance rate during the course of 2023 included:

28.8.1 Regular communication to all DSP business owners regarding the importance of AVD compliance via e-mail and weekly business owner calls; AVD compliance was added as an agenda point in business review meetings between the DSPs and their Amazon account managers;

28.8.2 Amazon’s AVD specialists attended weekly DSP roundtable meetings at the Delivery Stations with the lowest Full Compliance rates to help explain the process in more detail and push for improved compliance; and

28.8.3 Launched an interactive training video on the AVD process for Flex Drivers to drive more active engagement [JB/36 - {AMA000079}].

28.9 We treat compliance by Drivers with our AVD process very seriously. Each week, the company undertaking the mystery shopping audits provides us with a report which is used by us to take appropriate action in respect of Drivers who fail. Under the current policy, if any Driver is found by a mystery shopper to leave an AVD package unattended, they are promptly and permanently prevented from delivering Amazon packages (“offboarding”). Otherwise, the action taken depends on whether it is a DSP Driver or Flex Driver, and whether the issue is a Partial Pass or a Fail:

28.9.1 Where the audit identifies a Partial Pass:

28.9.1.1 DSP drivers are offered in-app re-training by DSPs, which has to be completed within 7 days; and

28.9.1.2 Flex Drivers receive an email alert that they need to comply with the AVD process and if they then have another Partial Pass or Fail, they are offboarded; and

28.9.2 Where the audit identifies a Fail:

28.9.2.1 DSP drivers are offboarded; and

- 28.9.2.2 Flex Drivers receive an email alert that they need to comply with the AVD process and if they then have another Partial Pass or Fail, they are offboarded.
- 28.10 We are changing our enforcement processes to ensure consistency between DSP Drivers and Flex Drivers and working to improve compliance rates, as set out further at paragraph 29 below.
- 28.11 Beyond purely legal compliance, we want to continuously improve our compliance rates against our high Challenge 25+ standard, and our internal goal for this standard is 90%. Whilst our current compliance rate is not there yet, we believe it is important to understand this performance in the broader industry context. Independent benchmarking exercises conducted biannually by our mystery shopping provider, which assesses age verification compliance across seven retailers including Amazon, has shown that our compliance exceeds the average of the other retailers assessed. In the benchmark exercise undertaken after the attack our performance represented the highest compliance rate among those retailers assessed, with our compliance rate approximately double the industry average [see Slide 10 and 11 of **JB/37 - AMA000068**]. In the latest study issued to us in May 2025 we were pleased to see that the general industry compliance rate has increased, but our compliance rate remained 21% higher than the industry average [see Slide 9 of **JB/38 - AMA000069**].
- 28.12 We do not view this as grounds for satisfaction or complacency. Rather, it underscores the industry-wide challenge of ensuring consistent age verification processes during delivery and reinforces our responsibility to continue raising standards. We remain focused on continuously improving our compliance rates, including through the enhanced delivery processes and additional training measures outlined in paragraph 29.

Section C – Reflections

29. Actions since the attack

- 29.1 Since becoming aware of Amazon’s role in this incident, we took action across various teams, including vendor management, technology, compliance and legal to

fully understand the factual background to this event, provide the necessary support and enact process improvements.

29.2 While we invest significant resource and expertise to strengthen our processes, no process – either in-store or online – can ever completely guarantee that products do not make their way into the wrong hands. However, we take our duty to sell and arrange delivery of bladed articles in a legally compliant and responsible way very seriously. From a further in-depth examination of our processes, we identified opportunities to further strengthen our controls to protect our customers and the wider community. These are set out below.

29.3 We have made and are making further adjustments to the technology that sits behind our OAV process, which we believe will further reduce the risk of under-18 year olds using other people's details to get through our controls. These adjustments are:

29.3.1 Undertaking OAV checks on customers for every order of restricted bladed articles they make from their customer account, so that every such order is now verified by Experian regardless of whether, and when, the previous verification took place (including, if the customer was verified only minutes prior) – this enhancement was introduced on 2 July 2025.

29.3.2 Undertaking the age verification check on the cardholder of the card being used to purchase a bladed article and, following a successful verification by Experian that the cardholder is over-18, the cardholder's bank will then issue the cardholder with a one-time passcode request to their mobile device to authorise the transaction. This change required a significant overhaul of the OAV software, including:

29.3.2.1 redirecting 9 engineering teams from other projects to prioritise driving this change on an expedited timeframe;

29.3.2.2 over 2,560 hours of technical development and testing to ensure reliable, consistent and stable functionality;

29.3.2.3 coordination across 12 different technical systems; and

29.3.2.4 careful staging to ensure no disruption to customer orders.

It is currently being tested and scheduled to be implemented by early September 2025.

29.3.3 While continuing with the implementation of the change described in paragraph 29.3.2 above, we are also scoping the technical requirements we would need to implement into Amazon's systems and processes

verification of the purchaser at the point of sale through the use of a live photograph and matching that against government issued identification, which would also be in line with the current drafting of the pending Crime and Policing Bill.

29.3.4 We have also adjusted a sentence in the internal-facing guidance available to our customer service agents to explain how they can assist customers when a customer reports difficulty being able to complete the OAV process. There was a sentence in the guidance which stated that a customer could try to submit the details of someone else in their household (see bottom of page 4 on **JB/39 - AMA000008**), but we have now removed it as we recognise that it was not sufficiently clear. This has now been re-worded to clarify that the customer must have the consent of the adult whose details they submit, so it now reads : "...In such cases we recommend to ask another adult in their household to submit the form with that adult's consent...". This guidance will be further amended when the changes referred to in 29.3.2 are implemented.

29.4 In addition to the above changes to OAV, changes have been made to the LER Team's processes. At the time the Police contacted Amazon in December 2024 indicating that someone under-18 was able to purchase an age-restricted product, there was not a process in place for the LER team to notify the relevant UK teams so that they could immediately assess whether our processes and controls worked as intended. The LER team has now introduced a more robust notification policy and is additionally tracking and communicating requests based on key words, which lead to prompt notifications to legal and compliance teams and an analysis of whether further actions are necessary [**JB/40 - AMA000071**].

29.5 Other options which we reviewed but did not implement related to the payment card used on purchases; whether, for example, the type of debit card linked to an account can help identify use of an account by someone under-18. We understand that the majority of debit card issuers do not issue special cards for under-18 year olds, so it would not be possible for us to always be able to identify whether the holder is under-18 through that method. We found that in the UK there are some issuers that have debit cards specifically for under-18 year olds or which use a specific code for debit cards when issued to under-18 year olds. However, these debit cards are still used when the holder turns 18 and the number on the card remains the same. Therefore, we cannot determine whether the holder of that card is under-18 at the time the

transaction is made. Further, the issuer of a payment card would not be able to share the date of birth of the payment card holder for privacy reasons. We also considered whether limiting purchases of bladed articles to credit card holders would be a way to ensure the purchaser was over-18, but discounted this option given the high proportion of card transactions which are not paid for via credit card (e.g. in the last 12 months, this was approximately 74.1%), and this would run the risk of inadvertently discriminating against the many adults who do not have credit cards. However, as set out in paragraph 29.3.2 above, the new OAV process for bladed articles will require, on a transaction-by-transaction basis, linking the name on the payment card to the name verified by Experian so will ensure the cardholder is over-18 and that they are alerted to the purchase and need to verify it before the purchase can go through.

29.6 In relation to AVD, we have considered the process in its entirety and set out the following improvements which we are in the process of implementing:

29.7 *Driver Education Content Updates:*

29.7.1 We have refreshed our messaging to DSPs reminding them of the fact that we conduct mystery shopping audits, asking them to inform DSP Driver candidates that adherence to compliance will be measured. We have also updated the content of the in-person information sessions offered to DSP Drivers before they start making deliveries to highlight the fact that if DSP Drivers are found not to have followed the required steps, they will be permanently offboarded with no chance to deliver Amazon packages in the future;

29.7.2 We have expanded the explanation of AVD on the Amazon Delivery App and the screens every Driver will see, focusing on the steps that need to be followed. We have added an additional explanation that the Amazon Delivery App is designed to take the Driver through all required steps for Challenge 25+, and that the Driver must follow the instructions on the Amazon Delivery App to be compliant;

29.7.3 For Flex Drivers, we have launched a new AVD landing page as an additional resource [JB/41 - AMA000072]. We also launched a 'Making Age Verified Deliveries' learning campaign, to drive increase engagement with learning resources; and

29.7.4 We have expanded the scenario questions provided to DSPs for their DSP Drivers on what to do in different situations, to introduce additional scenarios that can happen when delivering products subject to AVD.

29.8 *Driver Enforcement:*

29.8.1 We are implementing a zero-tolerance policy for failing mystery shopper AVD audits to all Drivers, whereby in all cases a Fail or a Partial Pass will lead to a Driver no longer being able to deliver Amazon packages. This policy, combined with proposed education improvements, is intended to strengthen AVD compliance and we aim for this process to be in force from 8 September 2025.

30. **Let's Be Blunt campaign**

30.1 In March 2025, Leanne Lucas contacted me on LinkedIn to ask whether we would be interested in speaking to her about a drive to raise awareness of blunted or round tipped kitchen knives and we were keen to support Leanne's initiative.

30.2 The 'Let's Be Blunt' campaign, launched by Leanne in May 2025 in partnership with a knife crime charity, The Ben Kinsella Trust, aims to increase awareness and availability of these safer knife alternatives. Our involvement includes creating a dedicated 'blunted knives' storefront to improve the visibility of these products [JB/42 - AMA000073]. The storefront went live on the Amazon Store in June 2025. This collaboration with Leanne represents one aspect of our broader response to the incident and our ongoing commitment to community safety. We acknowledge that this initiative alone cannot address all aspects of knife-related harm, but we believe it is a meaningful step towards promoting safer alternatives in households and reducing another avenue towards someone who is under-18 having access to bladed articles.

31. **New legislation and engagement with other bodies**

31.1 We have had discussions with the Home Office regarding the pending Crime and Policing Bill, which is expecting Royal Assent in December 2025 or January 2026. The measures include strengthening age verification requirements for the online sale and delivery of knives and crossbows, introducing a requirement on retailers to report bulk sales of bladed articles and holding senior managers of online platforms

personally liable for failure to take action to remove illegal content relating to knives and offensive weapons.

31.2 To date we have participated in various meetings with the Home Office to work with them as the practicalities of the proposals in the Crime and Policing Bill are developed to ensure they deliver on the UK government's objectives and are workable for retailers and delivery providers. Contributing in this way demonstrates our desire to assist the UK government in ensuring that the Crime and Policing Bill is successful and achieves its intended outcomes. I also wrote to the Home Secretary in November 2024 in relation to bladed articles and again in January 2025 in relation to the Southport Inquiry, offering Amazon's support to the Home Office as they progress this Bill [JB/43 - AMA000074]. In it, I wrote "*Amazon is committed to working closely with the Department as it looks to develop proposals to strengthen the law around knife sales. It is in everybody's interest to develop regulations that are workable, enforceable and implemented effectively. I would welcome the opportunity to meet with you to discuss our findings as well as broader policy reforms in this area*".

31.3 A representative from Amazon also recently attended a roundtable with the Crime, Policing and Fire Minister, Dame Diana Johnson, to speak about our support for the blunt knives campaign through the creation of a new blunt knives storefront as set out above [JB/42 - AMA000073].

31.4 In response to the Inquiry's specific question about joint working arrangements or formal information sharing mechanisms with other retailers, we are members of the BRC, techUK, and Logistics UK. I am not aware of any specific forums/groups within, or separately from, these membership organisations dedicated to OAV/AVD specifically, though it has been covered in occasional discussions around legislation and we have proactively liaised with the BRC in relation to any changes created by the pending Crime and Policing Bill or any emanating from this Inquiry. We would also welcome any discussions or other arrangements aimed at improving OAV and AVD compliance across the industry and would willingly participate in such discussions.

32. **Closing remarks**

32.1 The tragic events of July 2024 have profoundly shocked me and the teams who work at Amazon. While our systems operated as designed, we recognise that AR's ability

to secure access to a kitchen knife purchased through the Amazon Store demonstrated that there were still areas where we could enhance our systems and processes. This has led us to implement improvements to our verification systems, enhance our monitoring processes, and further collaborate with law enforcement and policy makers.

- 32.2 We remain deeply committed to continuously strengthening our age verification controls. The changes we have outlined in this statement - including transaction-by-transaction age verification, enhanced payment verification systems, increased training and enforcement in respect of Drivers, and our support for blunt-knife alternatives - represent important steps forward, but we acknowledge there is more to be done. We will continue to work with this Inquiry, the Home Office, law enforcement, and other retailers to strengthen controls around the sale of bladed articles, and other products which the UK government identify should be legislated, while sharing our learnings to help protect communities across the UK.

Statement of Truth

I believe that the facts stated in this witness statement are true.

Signed:

Signature

Dated: 14 August 2025