

[DE] Introduction of advertising on Amazon Prime inadmissible without customer consent

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In a judgment dated 16 December 2020, Munich Regional Court (*Landgericht* - LG) I ruled (case No. 33 O 3266/24) that changes made by the streaming service provider Amazon Prime with regard to the broadcasting of advertising on the Prime Video service, which came into force in February 2024, are inadmissible. In January 2024, Amazon sent an email to subscribers of a paid Prime membership, which also includes the Prime Video streaming service and enables its ad-free use, announcing that the streaming service would no longer be completely ad-free in future. At the same time, Amazon offered continued ad-free use for a monthly surcharge of EUR 2.99 and explained that customers were not required to take any action.

The umbrella organisation of all 16 consumer centres took legal action against this change in order to protect consumer interests.

Munich Regional Court I has now ruled that a unilateral change to the contractual terms and conditions is not possible and that Amazon was not allowed to abolish the advertising-free Prime Video service without the user's consent. According to the court, the email constitutes a misleading commercial act under competition law in accordance with Section 5(2) of the German Act against Unfair Competition (*Gesetz gegen den unlauteren Wettbewerb* - UWG). It gave the impression that the contract amendment was effective and did not require consent. In fact, however, Amazon had unilaterally amended the contract without any legal basis. Neither the terms and conditions of use nor the law provide any corresponding authorisation to amend the contract. When concluding the contract, customers were entitled to assume that they would be able to use Prime Video ad-free. The freedom from advertising is an essential component and value factor of the streaming contract. In the court's opinion, this result does not conflict with the freedom of programming guaranteed in Article 5 of the German Basic Law (*Grundgesetz* - GG), as this only protects the content of the programme from state interference; it does not allow the provider to unilaterally introduce advertising, especially since Amazon itself had made an advertising-free offer part of the contract.

The court deduced that the misleading nature of the freedom of consent was relevant under competition law from the fact that the email at issue was aimed at

enticing customers to take a closer look at the ad-free, fee-based option.

The court prohibited Amazon from sending similar messages and also obliged the company to send corrective letters to the customers concerned.

Amazon announced that it would review the judgment.

LG München I, Endurteil v. 16.12.2025 - 33 O 3266/24

<https://www.gesetze-bayern.de/Content/Document/Y-300-Z-GRURRS-B-2025-N-34818?hl=true>

Tribunal régional de Munich I, jugement définitif du 16 décembre 2025 - 33 O 3266/24

