

CASE CARD | 23 July 2026

Online food delivery market (Wolt) (Dnro KKV/900/14.00.00/2022)

Exclusivity and parity clauses

1. CASE SUMMARY

A. Summary of facts

There are two main food delivery platforms in Finland: Wolt, with a market share of approximately 70-80, and Foodora. Both platforms connect restaurants, consumers and couriers through online ordering platforms, offering order pickup and home delivery services and charging commissions and fees to restaurants and consumers. The FCCA investigated two potential restrictions: exclusivity clauses and price parity clauses. The investigation focused on Wolt because of its strong market position.

Since 2022, both platforms had increased their use of exclusivity agreements. Restaurants that entered into exclusivity agreements with one platform committed not to sell food through the competing ordering platform. In return, they received reduced commissions and marketing support. Most of Wolt's restaurant agreements also contained a price parity clause under which the prices of products sold on Wolt's platform could not be higher than the prices charged by the restaurant through its own sales channels. Foodora likewise used parity clauses, although these applied only to restaurant's own online sales channels, which play a more limited role in Finland.

The FCCA investigated whether these clauses could restrict competition and contribute to market concentration. Following the investigation, Wolt committed to removing both the exclusivity and price parity clauses from all its agreements in Finland. The FCCA did not propose any sanctions

B. Notes on case history

The FCCA opened the investigation on its own initiative in 2022 and closed the investigation on 8 May 2025 after Wolt had confirmed that it had ceased using the exclusivity and price parity clauses in its restaurant agreements.

C. Legal analysis

Due to Wolt's high market share, the Vertical Block Exemption Regulation did not apply. The FCCA's assessment therefore relied heavily on the economic analysis conducted during the investigation.

Exclusivity agreements

The FCCA's analysis focused on so-called 'market tipping', which is particularly relevant in platform markets. Market tipping occurs where the market share of the largest undertaking increases as a result of network effects, making it increasingly difficult for competitors to remain effective in the market.

The FCCA found that Wolt's exclusivity agreements caused more consumers to switch from Foodora to Wolt than vice versa. When restaurants switched exclusively to Wolt, their customers also started placing orders from other restaurants on Wolt. No similar effect was observed in relation to Foodora's exclusivity agreements. As a result, even restaurants that had not entered into exclusivity agreements increasingly concentrated their platform sales on Wolt. The FCCA considered that this indicated market tipping in Wolt's favour.

Price parity clauses

The FCCA also concluded that Wolt's price parity clauses could harm competition. These clauses prevented restaurants from charging higher prices on Wolt than through their own sales channels. As a result, restaurants either had to pass Wolt's commission on to all their prices, accept lower profit margins or offer different menus on Wolt and through their own channels.

The FCCA further noted that parity clauses reduced the competitive pressure exerted by restaurants' direct sales channels. This could allow Wolt to charge higher commissions than it would have been able to charge in the absence of the parity clause. According to the FCCA, restaurants accepted high commissions because leaving Wolt would mean losing access to Wolt's customers while continuing to face competition from restaurants active on the Wolt platform.

2. QUOTES

"Based on the FCCA's calculations, consumers' movement from one platform to another following an exclusive restaurant is asymmetric. The customer shift from Foodora to Wolt caused by Wolt's exclusivity agreement is significantly larger than the shift from Wolt to Foodora related to Foodora's agreements." (free translation of §70)

"The asymmetric effects of Wolt's and Foodora's exclusivity agreements described above suggest that Wolt has been able to benefit more from exclusivity agreements than Foodora, due to network effects. According to the FCCA's assessment, Wolt's ability to leverage network effects is partly based on its strong market position." (free translation of §72)

"Narrow parity obligations remove the competitive pressure on platforms created by direct sales from intermediary service buyers. If competition in the provision of intermediary services is limited, narrow parity clauses may allow platforms to maintain higher service fees, which could potentially increase the retail prices of the products being

intermediated." (free translation of §56)

"If exclusivity agreements had continued, there was a risk that the market would have concentrated under Wolt, which was already in a strong position. This would have weakened the position of restaurants. Without competitive pressure, Wolt would have had no incentive to compete for restaurants, for example, with lower commissions." (press release of the FCCA of 8 May 2025)

"Due to the specific characteristics of digital platform markets, the terms applied by strong platforms have attracted the interest of competition authorities internationally. It is essential to address competition-restricting terms in a timely manner to ensure that markets remain competitive and do not tilt towards a single company." (press release of the FCCA of 8 May 2025)

3. RELEVANT LEGISLATION

- Section 5 of the Finnish Competition Act (no. 948/2011)
- Article 101 TFEU

4. PRACTICAL SIGNIFICANCE

In this case, the FCCA was able to conduct a detailed economic analysis based on extensive order and pricing data obtained from both platforms and directly from restaurants. Based on that data, the FCCA found indications that the increased use of exclusivity agreements strengthened the market leader's position and contributed to market tipping.

In December 2025, the FCCA published a preliminary assessment of the effects of Wolt's contractual changes. The FCCA found that increased 'multihoming', meaning restaurants' use of multiple platforms instead of exclusivity, had reduced Wolt's market share to some extent. However, the removal of exclusivity clauses also led to higher commissions charged by Wolt, which in turn caused prices at restaurants that had previously entered into exclusivity agreements to increase to approximately the same level prices at restaurants that had never been subject to exclusivity.

The case illustrates the competition law relevance of market tipping in duopolistic platform markets and is likely to lead to closer scrutiny of exclusivity and parity clauses in future cases involving similar market conditions. At the same time, the case suggests that the restrictive effects of such clauses may depend heavily on the market position of the platform applying them.