

AMAZON COM INC
Form S-4
November 20, 2017
Table of Contents

As filed with the Securities and Exchange Commission on November 20, 2017

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AMAZON.COM, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

5961
(Primary Standard Industrial
Classification Code Number)

91-1646860
(I.R.S. Employer
Identification Number)

Edgar Filing: AMAZON COM INC - Form S-4

410 Terry Avenue North

Seattle, WA 98109-5210

(206) 266-1000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

David A. Zapolsky

Senior Vice President, General Counsel, and Secretary

Amazon.com, Inc.

410 Terry Avenue North

Seattle, WA 98109-5210

(206) 266-1000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Andrew L. Fabens

Gibson, Dunn & Crutcher LLP

200 Park Avenue

New York, NY 10166-0193

(212) 351-4000

Alan F. Denenberg

Davis Polk & Wardwell LLP

1600 El Camino Real

Menlo Park, CA 94025-4119

(650) 752-2000

Approximate date of commencement of proposed sale to the public: Pursuant to Rule 162 under the Securities Act of 1933, as amended (the "Securities Act"), the offer described herein will commence as soon as practicable after the date of this Registration Statement. The offer cannot, however, be completed prior to the time this Registration

Statement becomes effective. Accordingly, any actual acceptance of securities for exchange pursuant to the offer will occur only after this Registration Statement is effective, subject to the conditions set forth in this Registration Statement.

If the securities being registered on this Form are to be offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of large accelerated filer, accelerated filer, smaller reporting company, and emerging growth company in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the Exchange Act). (Check one):

Large accelerated filer		Accelerated filer
Non-accelerated filer	(Do not check if a smaller reporting company)	Smaller reporting company
		Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per unit	Proposed	
			Maximum Aggregate Offering Price(2)	Amount of Registration Fee(3)
5.200% Notes due 2025	\$1,000,000,000	100%	\$1,000,000,000	\$124,500

Total

\$124,500

- (1) Represents the aggregate principal amount of the notes issuable in the exchange offer to which this registration statement relates.
- (2) Estimated solely for the purpose of calculating the registration fee under Rule 457(f) of the Securities Act.
- (3) Calculated in accordance with Rule 457(f) of the Securities Act.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this registration statement shall become effective on such date as the Securities and Exchange Commission (the SEC or the Commission), acting pursuant to said Section 8(a), may determine.

Table of Contents

The information in this prospectus may change. We may not distribute or issue the securities being registered pursuant to this registration statement until the registration statement, as filed with the U.S. Securities and Exchange Commission (of which this prospectus is a part), is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED NOVEMBER 20, 2017

PROSPECTUS

Amazon.com, Inc.

Offer to Exchange

All Outstanding 5.200% Senior Notes due 2025 of Whole Foods Market, Inc.

and Solicitation of Consents to Amend the Related Indenture and Notes

Upon the terms and subject to the conditions set forth in this prospectus (as it may be supplemented and amended from time to time, and including the annexes hereto, this prospectus) and the related letter of transmittal and consent (as it may be supplemented and amended from time to time, the letter of transmittal and consent), we are offering to exchange (the exchange offer) any and all validly tendered (and not validly withdrawn) and accepted notes issued by Whole Foods Market, Inc. (Whole Foods Market) for notes to be issued by us as described, and for the consideration summarized, in the table below.

CUSIP Nos.	Notes Issued by Whole Foods Market to be Exchanged (the Whole Foods Market Notes)	Aggregate Principal Amount	Series of Notes to be Issued by Us (the Amazon Notes)	Exchange Consideration		Early Participation Premium		Total Consideration	
				(principal amount) Cash	(principal amount) Cash	(principal amount) Cash	(principal amount) Cash		
966837AE6	5.200% Senior Notes due 2025	\$ 1,000,000,000	5.200% Notes due 2025	\$ 970	\$ 1.00	\$ 30	\$ 1,000	\$ 1.00	
966837AD8									

U96710AA3

(1) Consideration per \$1,000 principal amount of Whole Foods Market Notes validly tendered and accepted for exchange, subject to any rounding as described herein.

(2) Includes the Early Participation Premium (as defined below) payable for Whole Foods Market Notes validly tendered prior to the Early Participation Date (as defined and described below) and not validly withdrawn.

In exchange for each \$1,000 principal amount of Whole Foods Market Notes that is validly tendered prior to 5:00 p.m., New York City time, on Tuesday, December 5, 2017, unless extended (the Early Participation Date), and not validly withdrawn, holders will be eligible to receive the total exchange consideration set out in the table above (the Total Consideration), which consists of \$1,000 principal amount of Amazon Notes and a cash amount of \$1.00. The Total Consideration includes the early participation premium set out in the table above (the Early Participation Premium), which consists of \$30 principal amount of Amazon Notes. In exchange for each \$1,000 principal amount of Whole Foods Market Notes that is validly tendered, and not validly withdrawn, after the Early Participation Date but prior to the Expiration Date (as defined below), holders will be eligible to receive only the exchange consideration set out in the table above (the Exchange Consideration), which is equal to the Total Consideration less the Early Participation Premium and so consists of \$970 principal amount of Amazon Notes and a cash amount of \$1.00. Each Amazon Note issued in exchange for a Whole Foods Market Note will have an interest rate and maturity date that are the same as the current interest rate and maturity date of such tendered Whole Foods Market Note, as well as the same interest payment dates and optional redemption terms. No accrued but unpaid interest will be paid on the Whole Foods Market Notes in connection with the exchange offer. However, the first interest payment for the Amazon Notes issued in the exchange will have accrued from the most recent interest payment date for such tendered Whole Foods Market Note.

The exchange offer will expire immediately following 11:59 p.m., New York City time, on Tuesday, December 19, 2017, unless extended (the Expiration Date). You may withdraw tendered Whole Foods Market Notes at any time prior to the Expiration Date. As of the date of this prospectus, there was \$1,000,000,000 aggregate principal amount of Whole Foods Market Notes outstanding.

Concurrently with the exchange offer, we are also soliciting consents (the consent solicitation) from each holder of the Whole Foods Market Notes, upon the terms and conditions set forth in this prospectus and the related letter of transmittal and

Table of Contents

consent, to certain proposed amendments (the proposed amendments) to the indenture, dated as of December 3, 2015 between Whole Foods Market and U.S. Bank National Association, as trustee (the Whole Foods Market Trustee), as amended and restated in the amended and restated indenture, dated as of September 8, 2016 between Whole Foods Market and the Whole Foods Market Trustee (the Whole Foods Market Base Indenture) and the first supplemental indenture, dated as of December 3, 2015 between Whole Foods Market and the Whole Foods Market Trustee (the Whole Foods Market First Supplemental Indenture) and, together with the Whole Foods Market Base Indenture, the Whole Foods Market Indenture), governing the Whole Foods Market Notes.

By tendering your Whole Foods Market Notes for exchange, you will be deemed to have validly delivered your consent to the proposed amendments to the Whole Foods Market Indenture, as further described under The Proposed Amendments. You may not consent to the proposed amendments to the Whole Foods Market Indenture and the Whole Foods Market Notes without tendering your Whole Foods Market Notes in the appropriate exchange offer and you may not tender your Whole Foods Market Notes for exchange without consenting to the proposed amendments. You may revoke your consent at any time prior to the Expiration Date by withdrawing the Whole Foods Market Notes you have tendered.

The consummation of the exchange offer is subject to, and conditional upon, the satisfaction or, where permitted, waiver of the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation, including, among other things, the receipt of valid consents to the proposed amendments from the holders of at least a majority of the outstanding aggregate principal amount of Whole Foods Market Notes (the Requisite Consents). We may, at our option and in our sole discretion, waive any such conditions except the condition that the registration statement of which this prospectus forms part has been declared effective by the U.S. Securities and Exchange Commission (the SEC or the Commission). All conditions to the exchange offer must be satisfied or, where permitted, waived, on or before the Expiration Date. The proposed amendments may become effective if the Requisite Consents are received and the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation have been satisfied or, where permitted, waived.

We plan to issue the Amazon Notes promptly on or about the first business day following the Expiration Date (the Settlement Date), assuming that the conditions to the exchange offer are satisfied or, where permitted, waived. The Whole Foods Market Notes are not, and the Amazon Notes will not be, listed on any securities exchange.

This investment involves risks. Before participating in the exchange offer and consenting to the proposed amendments to the Whole Foods Market Indenture, please see the sections entitled Risk Factors beginning on page 18 of this prospectus and beginning on page 35 of our Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2017, which is incorporated by reference in this prospectus for a discussion of the risks that you should consider in connection with your investment in the Amazon Notes.

Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

None of Amazon, Whole Foods Market, the dealer manager for the exchange offer and solicitation agent for the consent solicitation (the dealer manager), Global Bondholder Services Corporation, the exchange agent and information agent for the exchange offer and consent solicitation (the exchange agent or the information agent), the

Whole Foods Market Trustee, or the Amazon Trustee (as defined in this prospectus), or any other person makes any recommendation as to whether you should exchange your Whole Foods Market Notes in the exchange offer or deliver your consent to the proposed amendments to the Whole Foods Market Indenture and the Whole Foods Market Notes.

The dealer manager for the exchange offer and solicitation agent for consent solicitation is:

BofA Merrill Lynch

The date of this prospectus is , 2017

Table of Contents

TABLE OF CONTENTS

<u>ABOUT THIS PROSPECTUS</u>	ii
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	ii
<u>FORWARD-LOOKING STATEMENTS</u>	ii
<u>SUMMARY</u>	1
<u>RISK FACTORS</u>	18
<u>RATIO OF EARNINGS TO FIXED CHARGES</u>	23
<u>USE OF PROCEEDS</u>	24
<u>THE EXCHANGE OFFER AND CONSENT SOLICITATION</u>	25
<u>DESCRIPTION OF DIFFERENCES BETWEEN THE WHOLE FOODS MARKET NOTES AND THE AMAZON NOTES</u>	35
<u>THE PROPOSED AMENDMENTS</u>	67
<u>DESCRIPTION OF NEW AMAZON NOTES</u>	69
<u>MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES</u>	81
<u>VALIDITY OF THE NOTES</u>	89
<u>EXPERTS</u>	89
<u>INFORMATION INCORPORATED BY REFERENCE</u>	90

THIS PROSPECTUS INCORPORATES IMPORTANT BUSINESS AND FINANCIAL INFORMATION ABOUT AMAZON AND WHOLE FOODS MARKET FROM DOCUMENTS FILED WITH THE SEC, THAT HAVE NOT BEEN INCLUDED IN OR DELIVERED WITH THIS PROSPECTUS. THIS INFORMATION IS AVAILABLE AT THE INTERNET WEB SITE THE SEC MAINTAINS AT WWW.SEC.GOV, AS WELL AS FROM OTHER SOURCES. PLEASE SEE THE SECTION OF THIS PROSPECTUS WHERE YOU CAN FIND MORE INFORMATION. YOU ALSO MAY REQUEST COPIES OF THESE DOCUMENTS FROM AMAZON, WITHOUT CHARGE, UPON WRITTEN OR ORAL REQUEST TO AMAZON'S INFORMATION AGENT AT ITS ADDRESS OR TELEPHONE NUMBER SET FORTH ON THE BACK COVER OF THIS PROSPECTUS. IN ORDER TO RECEIVE TIMELY DELIVERY OF THE DOCUMENTS, YOU MUST MAKE YOUR REQUEST NO LATER THAN FIVE BUSINESS DAYS PRIOR TO THE EARLY PARTICIPATION DATE, AS IT MAY BE EXTENDED.

Table of Contents

ABOUT THIS PROSPECTUS

As used in this prospectus, unless the context requires otherwise, we, us, the Company, or Amazon means Amazon.com, Inc. and its consolidated subsidiaries (including Whole Foods Market, Inc. (Whole Foods Market)).

No person is authorized to give any information or to make any representations other than those contained or incorporated by reference in this prospectus. We and the dealer manager take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is not an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction where it is unlawful. The delivery of this prospectus will not, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus or that the information contained or incorporated by reference is correct as of any time subsequent to the date of such information. Our business, financial condition, results of operations, and prospects may have changed since those dates.

This prospectus is part of a registration statement that we have filed with the SEC. Before making any decision on the exchange offer and consent solicitation, you should read this prospectus and any prospectus supplement, together with the documents incorporated by reference in this prospectus, the registration statement, the exhibits thereto, and the additional information described under the heading Where You Can Find More Information.

WHERE YOU CAN FIND MORE INFORMATION

We file annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy and information statements and amendments to reports filed or furnished pursuant to Sections 13(a), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act). You may read and copy these materials at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that contains reports, proxy, and information statements and other information regarding Amazon.com, Inc. and other companies that file materials with the SEC electronically. Copies of our periodic and current reports and proxy statements may be obtained, free of charge, on our website at www.amazon.com/ir. This reference to our Internet address is for informational purposes only and shall not, under any circumstances, be deemed to incorporate the information available at or through such Internet address into this prospectus.

FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference into this prospectus contain forward-looking statements. All statements other than statements of historical fact, including statements regarding guidance, industry prospects, or future results of operations or financial position, made in or incorporated by reference into this prospectus are forward-looking. We use words such as anticipates, believes, expects, future, intends, and similar expressions to identify forward-looking statements. Forward-looking statements reflect management's current expectations and are inherently uncertain. Actual results could differ materially for a variety of reasons, including, among others, fluctuations in foreign exchange rates, changes in global economic conditions and customer spending, world events, the rate of growth of the Internet, online commerce, and cloud services, the amount that Amazon.com invests in new business opportunities and the timing of those investments, the mix of products and services sold to customers, the mix of net sales derived from products as compared with services, the extent to which we owe income or other taxes, competition, management of growth, potential fluctuations in operating results, international growth and expansion, the outcomes of legal proceedings and claims, fulfillment, sortation, delivery, and data center optimization, risks of inventory management, seasonality, the degree to which we enter into, maintain, and develop commercial agreements, proposed and completed acquisitions and strategic

Table of Contents

transactions, payments risks, and risks of fulfillment throughput and productivity. In addition, the current global economic climate amplifies many of these risks. These risks and uncertainties, as well as other risks and uncertainties that could cause our actual results to differ significantly from management's expectations, are described in greater detail in our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017, under Item 1A. Risk Factors. Although we undertake no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law, you are advised to consult any additional disclosures we make in our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K filed with the SEC. See [Where You Can Find More Information](#).

Table of Contents

SUMMARY

*The following summary highlights selected information from this prospectus and may not contain all of the information that is important to you. This prospectus includes the basic terms of the exchange offer and consent solicitation, as well as information about our business. We encourage you to read this prospectus and any prospectus supplement, as well as the information incorporated by reference in this prospectus, and the registration statement and the exhibits thereto in their entirety in order to understand the exchange offer and consent solicitation fully. You should also read *Risk Factors* in this prospectus for more information about important risks that you should consider before making an investment decision in the exchange offer and consent solicitation.*

About Amazon.com

Amazon.com opened its virtual doors on the World Wide Web in July 1995. We seek to be Earth's most customer-centric company. We are guided by four principles: customer obsession rather than competitor focus, passion for invention, commitment to operational excellence, and long-term thinking. In each of our segments, we serve our primary customer sets, consisting of consumers, sellers, developers, enterprises, and content creators. In addition, we provide services, such as advertising services and co-branded credit card agreements.

We have organized our operations into three segments: North America, International, and Amazon Web Services (AWS). These segments reflect the way the Company evaluates its business performance and manages its operations.

Corporate Information

Amazon.com, Inc. was incorporated in 1994 in the State of Washington and reincorporated in 1996 in the State of Delaware. Our principal corporate offices are located at 410 Terry Avenue North, Seattle, Washington 98109 and our phone number is (206) 266-1000. We completed our initial public offering in May 1997 and our common stock is listed on the Nasdaq Global Select Market under the symbol AMZN.

Questions and Answers about the Exchange Offer and Consent Solicitation

Q: Why is Amazon making the exchange offer and consent solicitation?

A: Amazon is conducting the exchange offer to simplify its capital structure and to give existing holders of Whole Foods Market Notes the option to obtain securities issued by Amazon.com, Inc. which will be *pari passu* with Amazon's other unsecured and unsubordinated debt securities. Amazon is conducting the consent solicitation to, among other things, eliminate (1) substantially all of the restrictive covenants, (2) the change of control provisions, (3) certain requirements that must be met for Whole Foods Market to consolidate, merge, or sell all or substantially all of its assets, and (4) certain events of default in the Whole Foods Market Indenture so they will no longer apply. Completion of the exchange offer and consent solicitation is expected to ease administration of our consolidated indebtedness. Whole Foods Market has already ceased reporting under Sections 13 and 15(d) of the Exchange Act and, accordingly, current stand-alone information about Whole Foods Market will no longer be publicly available.

Q:

What will I receive if I tender my Whole Foods Market Notes in the exchange offer and consent solicitation?

A: Upon the terms and subject to the conditions of the exchange offer described in this prospectus and the letter of transmittal and consent, for each Whole Foods Market Note that you validly tender before

Table of Contents

11:59 p.m., New York City time, on Tuesday, December 19, 2017 (the Expiration Date), and do not validly withdraw, you will be eligible to receive an Amazon Note which will accrue interest at the same current annual interest rate, have the same interest payment dates, same optional redemption prices and same maturity date as the Whole Foods Market Note which you exchanged. Specifically, (i) in exchange for each \$1,000 principal amount of Whole Foods Market Notes that you validly tender before 5:00 p.m., New York City time, on Tuesday, December 5, 2017, unless extended (the Early Participation Date), and do not validly withdraw, you will be eligible to receive the Total Consideration, which consists of \$1,000 principal amount of Amazon Notes (which amount includes the Early Participation Premium of \$30 principal amount of Amazon Notes), and a cash amount of \$1.00, and (ii) in exchange for each \$1,000 principal amount of Whole Foods Market Notes that you validly tender after the Early Participation Date but before the Expiration Date, and do not validly withdraw, you will receive only the Exchange Consideration, which consists of \$970 principal amount of Amazon Notes and a cash amount of \$1.00.

The Amazon Notes will be issued under and governed by the terms of the Amazon Indenture (as defined in this prospectus) described under The Exchange Offer and Consent Solicitation. The Amazon Notes will be issued only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. We will not accept any tender that would result in the issuance of less than \$2,000 principal amount of Amazon Notes with respect to such tender. If Amazon would be required to issue an Amazon Note in a minimum denomination other than \$2,000 or a larger whole multiple of \$1,000, Amazon will, in lieu of such issuance:

issue an Amazon Note in a principal amount that has been rounded down to \$2,000 or the nearest lesser whole multiple of \$1,000 that is larger than \$2,000, as applicable; and

pay a cash amount equal to:

the difference between (i) the principal amount of the Amazon Notes to which the tendering holder would otherwise be entitled and (ii) the principal amount of the Amazon Note actually issued in accordance with this paragraph; plus

accrued and unpaid interest on the principal amount representing such difference up to, but excluding, the Settlement Date.

Except as otherwise set forth above: (i) instead of receiving a payment for accrued interest on Whole Foods Market Notes that you exchange, the Amazon Notes you receive in exchange for those Whole Foods Market Notes will accrue interest from (and including) the most recent interest payment date on those Whole Foods Market Notes and (ii) no accrued but unpaid interest will be paid on the Whole Foods Market Notes that you tender for exchange.

By tendering your Whole Foods Market Notes for exchange, you will be deemed to have validly delivered your consent to the proposed amendments to the Whole Foods Market Indenture, as further described under The Proposed Amendments. You may not consent to the proposed amendments to the Whole Foods Market Indenture without tendering your Whole Foods Market Notes in the exchange offer and you may not tender your Whole Foods Market Notes for exchange without consenting to the proposed amendments. The proposed amendments may become effective if the Requisite Consents are received and the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation have been satisfied or, where permitted, waived. You may revoke your consent at any time before the Expiration Date by withdrawing the Whole Foods

Market Notes you have tendered.

Table of Contents

Q: What are the proposed amendments?

A: The proposed amendments will, among other things, eliminate (1) substantially all of the restrictive covenants, (2) the change of control provisions, (3) certain requirements that must be met for Whole Foods Market to consolidate, merge, or sell all or substantially all of its assets, and (4) certain events of default in the Whole Foods Market Indenture so they will no longer apply, as well as change the delivery date of the annual compliance certificate.

If the Requisite Consents have been received before the Expiration Date, assuming all other conditions of the exchange offer and consent solicitation are satisfied or, where permitted, waived, all of the sections or provisions of the Whole Foods Market Indenture listed below will be deleted or modified, as applicable:

Section 4.02 of the Whole Foods Market Base Indenture and Section 4.01 of the Whole Foods Market First Supplemental Indenture Limitations on Liens

Section 4.03 of the Whole Foods Market Base Indenture and Section 4.02 of the Whole Foods Market First Supplemental Indenture Limitation on Sale and Leaseback Transactions

Section 4.03 of the Whole Foods Market First Supplemental Indenture Future Guarantors

Section 4.04 of the Whole Foods Market Base Indenture and Section 5.01 of the Whole Foods Market First Supplemental Indenture Change of Control Repurchase Event

Section 4.07 of the Whole Foods Market Base Indenture Existence

Article 5 of the Whole Foods Market Base Indenture Consolidation, Merger and Sale of Assets (modified to (i) remove any restrictions on Whole Foods Market consolidating with or selling, leasing, or conveying all or substantially all of its properties or assets to, or merging with or into, in one transaction or a series of related transactions, any other Person and (ii) require only, as a condition to consolidate with or sell, lease, or convey all or substantially all of its properties or assets to, or merge with or into, in one transaction or a series of related transactions, any other Person, that the Person formed by or surviving a consolidation or merger (if other than Whole Foods Market) assumes all the obligations of Whole Foods Market under the Whole Foods Market Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Whole Foods Market Trustee)

Sections 6.01(f) and (g) of the Whole Foods Market Base Indenture Events of Default (Cross-Default, Cross-Acceleration)

Section 7.06 of the Whole Foods Market First Supplemental Indenture Execution and Delivery of Guarantees

Company Reporting Covenant. Although the proposed amendments would also delete the company reporting covenant in the Whole Foods Market Indenture, Whole Foods Market has already ceased reporting under Sections 13 and 15(d) of the Exchange Act and, accordingly, has ceased to file periodic reports or information with the SEC or the Whole Foods Market Trustee or to provide such reports or information to any holders of the Whole Foods Market Notes.

Conforming Delivery Date of Annual Compliance Certificate. The proposed amendments would also amend Section 4.05 of the Whole Foods Market Base Indenture Compliance Certificate to conform the delivery date of the annual compliance certificate to that of the Amazon Indenture.

Conforming Changes, etc. The proposed amendments would amend the Whole Foods Market Indenture to make certain conforming or other changes to the Whole Foods Market Indenture, including modification or deletion of certain definitions and cross-references.

Table of Contents

The elimination or modification of the restrictive covenants contemplated by the proposed amendments would, among other things, permit Whole Foods Market and its subsidiaries to take actions that could be adverse to the interests of the holders of the Whole Foods Market Notes that remain outstanding after consummation of the exchange offer and consent solicitation. See Description of Differences Between the Whole Foods Market Notes and the Amazon Notes, The Exchange Offer and Consent Solicitation, The Proposed Amendments, and Description of New Amazon Notes.

Q: What are the consequences of not participating in the exchange offer and consent solicitation before the Early Participation Date?

A: Upon the terms and subject to the conditions of the exchange offer, if you fail to tender your Whole Foods Market Notes before the Early Participation Date but do so before the Expiration Date (and do not validly withdraw your Whole Foods Market Notes before the Expiration Date), you will be eligible to receive the Exchange Consideration, which consists of \$970 principal amount of Amazon Notes and a cash amount of \$1.00 for each \$1,000 principal amount of Whole Foods Market Notes, but not the Early Participation Premium, which would include an additional \$30 principal amount of Amazon Notes.

Q: What are the consequences of not participating in the exchange offer and consent solicitation at all?

A: If you do not exchange your Whole Foods Market Notes for Amazon Notes in the exchange offer, you will not receive the benefit of having Amazon, the parent entity of Whole Foods Market, as the obligor of your notes. In addition, if the proposed amendments to the Whole Foods Market Notes become effective, those amendments will apply to all Whole Foods Market Notes that are not exchanged in the exchange offer, even though the remaining holders of such Whole Foods Market Notes did not consent to the proposed amendments. Thereafter, all such Whole Foods Market Notes will be governed by the amended Whole Foods Market Indenture, which will be less restrictive and afford reduced protections to any remaining holders of Whole Foods Market Notes compared to those currently in place. Additionally, the trading market for any remaining Whole Foods Market Notes may be more limited than it is at present, and the smaller outstanding principal amount may make the trading market of any remaining Whole Foods Market Notes more volatile. Consequently, the liquidity, market value, and price of Whole Foods Market Notes that remain outstanding may be materially and adversely affected. Therefore, if your Whole Foods Market Notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your unexchanged Whole Foods Market Notes. See Risk Factors Risks Related to the Exchange Offer and the Consent Solicitation The proposed amendments to the Whole Foods Market Indenture will reduce protections for remaining holders of Whole Foods Market Notes.

Q: How do the Whole Foods Market Notes differ from the Amazon Notes to be issued in the exchange offer?

A: The Whole Foods Market Notes are the obligations solely of Whole Foods Market and are governed by the Whole Foods Market Indenture. The Amazon Notes will be the obligations solely of Amazon and will be governed by the Amazon Indenture. The Whole Foods Market Indenture and the Amazon Indenture differ in certain respects, including the applicable covenants, merger and consolidation terms, and events of default.

In particular, the Amazon Indenture does not contain a covenant relating to changes of control. However, each Amazon Note issued in exchange for a Whole Foods Market Note will have an interest rate and maturity date that are the same as the current interest rate and maturity date of the tendered

Table of Contents

Whole Foods Market Note, as well as the same interest payment dates and optional redemption prices, and will accrue interest from and including the most recent interest payment date of the tendered Whole Foods Market Note. Amazon Notes will have features that are consistent with other outstanding notes of Amazon. See [Description of Differences Between the Whole Foods Market Notes and the Amazon Notes](#).

Q: What will be the ranking of the Amazon Notes?

A: The Amazon Notes will be unsecured general obligations of Amazon and will rank equally with all other unsecured and unsubordinated indebtedness of Amazon from time to time outstanding. See [Description of New Amazon Notes Ranking](#).

The Amazon Notes offered will also be structurally subordinated to all liabilities of our subsidiaries and any subsidiaries that we may in the future acquire or establish. See [Risk Factors Risks Related to the Amazon Notes](#) The Amazon Notes are structurally subordinated to the indebtedness and other liabilities of our subsidiaries.

The Amazon Notes will be the obligations solely of Amazon and will not be guaranteed by any subsidiary of Amazon. While the Whole Foods Market Notes were initially guaranteed by certain subsidiaries of Whole Foods Market, such guarantees were automatically released pursuant to Section 7.03(c) of the Whole Foods Market First Supplemental Indenture on August 28, 2017. As of the date hereof, the Whole Foods Market Notes are the obligations solely of Whole Foods Market and are not guaranteed by any subsidiary of Whole Foods Market.

Q: Will the Amazon Notes be eligible for listing on an exchange?

A: The Amazon Notes will not be listed on any securities exchange. We cannot assure you about the liquidity of the Amazon Notes or the development of any market for the Amazon Notes. See [Risk Factors Risks Related to the Amazon Notes](#) There may not be active trading markets for the Amazon Notes.

Q: What consents are required to effect the proposed amendments to the Whole Foods Market Indenture and consummate the exchange offer?

A: In order for the proposed amendments to the Whole Foods Market Indenture to be adopted, holders of not less than a majority in aggregate principal amount of the outstanding Whole Foods Market Notes must consent to them, and those consents must be received before the Expiration Date.

Q: May I tender my Whole Foods Market Notes in the exchange offer without delivering a consent in the consent solicitation?

A: No. By tendering your Whole Foods Market Notes for exchange, you will be deemed to have validly delivered your consent to the proposed amendments to the Whole Foods Market Indenture and the Whole

Foods Market Notes, as further described under The Proposed Amendments. You may not consent to the proposed amendments to the Whole Foods Market Indenture without tendering your Whole Foods Market Notes in the exchange offer and you may not tender your Whole Foods Market Notes for exchange without consenting to the proposed amendments.

Q: May I tender only a portion of the Whole Foods Market Notes that I hold?

A: Yes. You may tender only a portion of the Whole Foods Market Notes that you hold, provided that tenders of Whole Foods Market Notes (and corresponding consents thereto) will be accepted only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000.

Table of Contents

Q: What are the conditions to the exchange offer and consent solicitation?

A: The consummation of the exchange offer and consent solicitation is subject to, and conditional upon, the satisfaction or, where permitted, waiver of the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation, including, among other things, the receipt of the Requisite Consents. We may, at our option and in our sole discretion, waive any such conditions except the condition that the registration statement of which this prospectus forms part has been declared effective by the Commission. All conditions to the exchange offer must be satisfied or, where permitted, waived, on or before the Expiration Date. The proposed amendments may become effective if the Requisite Consents are received and the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation have been satisfied or, where permitted, waived.

Q: Will Amazon accept all tenders of Whole Foods Market Notes?

A: Subject to the satisfaction or, where permitted, waiver of the conditions to the exchange offer, we will accept for exchange any and all Whole Foods Market Notes that (i) have been validly tendered in the exchange offer before the Expiration Date and (ii) have not been validly withdrawn before the Expiration Date (provided that tender of Whole Foods Market Notes (and corresponding consents thereto) will be accepted only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000).

Q: What will Amazon do with the Whole Foods Market Notes accepted for exchange in the exchange offer?

A: The Whole Foods Market Notes surrendered in connection with the exchange offer and accepted for exchange will have the status of Whole Foods Market Notes issued but not outstanding or will be retired and cancelled at our option.

Q: When will Amazon issue the Amazon Notes and pay the cash consideration?

A: Assuming the conditions to the exchange offer are satisfied or, where permitted, waived, Amazon will issue the Amazon Notes in book-entry form and pay the cash consideration promptly on or about the first business day following the Expiration Date (the Settlement Date).

Q: Will I be paid the accrued and unpaid interest on my Whole Foods Market Notes accepted for exchange on the Settlement Date?

A: No, that interest will not be paid in cash on the Settlement Date. The Amazon Notes received in exchange for the tendered Whole Foods Market Notes will instead accrue interest from (and including) the most recent date for which interest has been paid on the tendered Whole Foods Market Notes; *provided*, that interest will

only accrue on the aggregate principal amount of Amazon Notes you receive, which will be less than the principal amount of Whole Foods Market Notes you tendered for exchange if you tender your Whole Foods Market Notes after the Early Participation Date.

Q: When will the proposed amendments to the Whole Foods Market Indenture become operative?

A: If we receive the Requisite Consents before the Expiration Date, we expect that the proposed amendments to the Whole Foods Market Indenture will become effective on the Settlement Date.

Table of Contents

Q: When will the exchange offer expire?

A: The exchange offer will expire after 11:59 p.m., New York City time, on Tuesday, December 19, 2017, unless we, in our sole discretion, extend the exchange offer, in which case the Expiration Date will be the latest date and time to which such exchange offer is extended. See The Exchange Offer and Consent Solicitation Expiration Date; Extensions; Amendments.

Q: Can I withdraw my Whole Foods Market Notes after I tender them? Can I revoke the consent related to my Whole Foods Market Notes after I deliver it?

A: Tenders of Whole Foods Market Notes may be validly withdrawn (and the related consents to the proposed amendments revoked as a result) at any time before the Expiration Date.

Following the Expiration Date, tenders of Whole Foods Market Notes may not be validly withdrawn unless Amazon is required by law to permit withdrawal. In the event of termination of the exchange offer, the Whole Foods Market Notes tendered will be promptly returned to the tendering holders. See The Exchange Offer and Consent Solicitation Procedures for Tendering and Consenting Withdrawal of Tenders and Revocation of Corresponding Consents.

Q: How do I exchange my Whole Foods Market Notes if I am a beneficial owner of Whole Foods Market Notes held in certificated form by a broker, dealer, commercial bank, trust company, or other nominee? Will the record holder exchange my Whole Foods Market Notes for me?

A: Currently, all of the Whole Foods Market Notes are held in book-entry form and can only be tendered through the applicable procedures of The Depository Trust Company (DTC). If your Whole Foods Market Notes are held by a broker, dealer, commercial bank, trust company, or other nominee, that nominee may not take action on the exchange offer and consent solicitation unless you provide that nominee with instructions to tender your Whole Foods Market Notes on your behalf. See The Exchange Offer and Consent Solicitation Procedures for Tendering and Consenting Whole Foods Market Notes Held Through a Nominee. However, if any Whole Foods Market Notes are subsequently issued in certificated form and are held of record by a broker, dealer, commercial bank, trust company, or other nominee and you wish to tender the securities in the exchange offer, you should contact that institution promptly and instruct the institution to tender on your behalf.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company, or other nominee may establish its own earlier deadlines for participation in the exchange offer and consent solicitation. Accordingly, beneficial owners wishing to participate in the exchange offer and consent solicitation should contact their broker, dealer, commercial bank, trust company, or other nominee as soon as possible in order to determine the times by which you must take action in order to participate in the exchange offer and consent solicitation.

Q: Will I have to pay any fees or commissions if I tender my Whole Foods Market Notes for exchange in the exchange offer?

A: You will not be required to pay any fees or commissions to Amazon, the dealer manager, the exchange agent, or the information agent in connection with the exchange offer. If you hold Whole Foods Market Notes through a broker, dealer, commercial bank, trust company, or other nominee that tenders your Whole Foods Market Notes on your behalf, your broker or other nominee may charge you a commission for doing so. You should consult your broker, dealer, commercial bank, trust company, or other nominee to determine whether any charges will apply.

Table of Contents

Q: Will a holder recognize gain or loss on the exchange of Whole Foods Market Notes for Amazon Notes and cash?

A: A U.S. Holder (as defined in Material U.S. Federal Income Tax Consequences) that tenders Whole Foods Market Notes in exchange for Amazon Notes and cash will generally recognize taxable gain or loss for U.S. federal income tax purposes. See Material U.S. Federal Income Tax Consequences U.S. Holders The Exchange Offer.

Q: What will be the U.S. federal income tax treatment of holders who do not tender their Whole Foods Market Notes pursuant to the exchange offer?

A: The U.S. federal income tax treatment of holders who do not tender their Whole Foods Market Notes pursuant to the exchange offer is unclear. The adoption of the proposed amendments may or may not result in a deemed exchange of Whole Foods Market Notes for new notes for U.S. federal income tax purposes. We intend to take the position that that the adoption of the proposed amendments does not result in a deemed exchange for U.S. federal income tax purposes. If the adoption of the proposed amendments does not result in a deemed exchange, non-exchanging holders should not realize gain or loss as a result of the adoption of the proposed amendments and completion of the exchange offer. If the adoption of the proposed amendments does result in a deemed exchange, a U.S. Holder may recognize taxable gain or loss on the deemed exchange of Whole Foods Market Notes for new notes for U.S. federal income tax purposes. See Material U.S. Federal Income Tax Consequences Holders Not Tendering in the Exchange Offer.

Q: Are there procedures for guaranteed delivery of Whole Foods Market Notes?

A: No. There are no guaranteed delivery procedures applicable to the exchange offer. If you wish to participate in the exchange offer you must validly tender your Whole Foods Market Notes in accordance with the procedures described in this prospectus before the Early Participation Date, in order to be eligible to receive the Total Consideration, or before the Expiration Date, in order to be eligible to receive the Exchange Consideration.

Q: Is any recommendation being made about the exchange offer and the consent solicitation?

A: None of Amazon, Whole Foods Market, the dealer manager, the exchange agent, the information agent, the Amazon Trustee, the Whole Foods Market Trustee, or any other person makes any recommendation as to whether you should tender or refrain from tendering any or all of your Whole Foods Market Notes (and in so doing, consent to the adoption of the proposed amendments to the Whole Foods Market Indenture and the Whole Foods Market Notes), and no one has been authorized by any of them to make such a recommendation.

Q: To whom should I direct any questions?

A: Questions concerning the terms of the exchange offer or the consent solicitation should be directed to the dealer manager:

BofA Merrill Lynch

214 North Tryon Street, 14th Floor

Charlotte, North Carolina 28255

Attention: Liability Management Group

Collect: (980) 387-3907

Toll-Free: (888) 292-0070

Table of Contents

Questions concerning exchange and consent procedures and requests for additional copies of this prospectus and the letter of transmittal and consent should be directed to the information agent:

Global Bondholder Services Corporation

65 Broadway Suite 404

New York, New York 10006

Attn: Corporate Actions

Banks and Brokers Call Collect: (212) 430-3774

All Others, Please Call Toll-Free: (866) 470-3900

contact@gbsc-usa.com

Amendments and Supplements

We may be required to amend or supplement this prospectus at any time to add, update, or change the information contained in this prospectus. You should read this prospectus and any prospectus supplement, together with the documents incorporated by reference in this prospectus, the registration statement, the exhibits to the registration statement, and the additional information described under the heading **Where You Can Find More Information**.

Risk Factors

An investment in the Amazon Notes involves risks. You should carefully consider the information set forth in the section of this prospectus entitled **Risk Factors** beginning on page 18, as well as the other risk factors and other information included in or incorporated by reference into this prospectus, before making such an investment.

Table of Contents

The Exchange Offer and Consent Solicitation

Exchange Offer

Amazon is hereby offering to exchange, upon the terms and conditions in this prospectus and the related letter of transmittal and consent, any and all outstanding Whole Foods Market Notes for (i) newly issued Amazon Notes with the same current interest rate, interest payment dates, optional redemption prices, and maturity date as the Whole Foods Market Notes and (ii) cash. See The Exchange Offer and Consent Solicitation Terms of the Exchange Offer and Consent Solicitation.

Consent Solicitation

Amazon is soliciting consents to the proposed amendments of the Whole Foods Market Indenture from holders of the Whole Foods Market Notes, on behalf of Whole Foods Market and on the terms and conditions in this prospectus and the related letter of transmittal and consent. You may not tender your Whole Foods Market Notes for exchange without delivering a consent to the proposed amendments to the Whole Foods Market Indenture and you may not deliver consents in the consent solicitation for your Whole Foods Market Notes without tendering such Whole Foods Market Notes. See The Exchange Offer and Consent Solicitation Terms of the Exchange Offer and Consent Solicitation.

The Proposed Amendments

The proposed amendments will, among other things, eliminate (1) substantially all of the restrictive covenants, (2) the change of control provisions, (3) certain requirements that must be met for Whole Foods Market to consolidate, merge, or sell all or substantially all of its assets, and (4) certain events of default in the Whole Foods Market Indenture so they will no longer apply, as well as change the delivery date of the annual compliance certificate. See The Proposed Amendments.

Requisite Consents

The exchange offer is conditioned upon the receipt of valid consents to the proposed amendments from the holders of at least a majority of the outstanding aggregate principal amount of the Whole Foods Market Notes. See The Exchange Offer and Consent Solicitation Terms of the Exchange Offer and Consent Solicitation. The proposed amendments may become effective if the Requisite Consents are received and the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation have been satisfied or, where permitted, waived.

Procedures for Participating in the Exchange Offer and Consent Solicitation

If you wish to participate in the exchange offer and the consent solicitation, you must cause the book-entry transfer of your Whole Foods Market Notes to the exchange agent's account at DTC, and the exchange

agent must receive a confirmation of book-entry transfer and either:

A completed letter of transmittal and consent; or

Table of Contents

An agent's message transmitted under DTC's Automated Tender Offer Program (ATOP), by which each tendering holder agrees to be bound by the letter of transmittal and consent.

See The Exchange Offer and Consent Solicitation Procedures for Tendering and Consenting.

No Guaranteed Delivery Procedures

No guaranteed delivery procedures are available in connection with the exchange offer and consent solicitation. You must tender your Whole Foods Market Notes and deliver your consent by the Expiration Date in order to participate in the exchange offer and the consent solicitation.

Total Consideration; Early Participation Premium before the Early Participation Date

In exchange for each \$1,000 principal amount of Whole Foods Market Notes that you validly tender before the Early Participation Date and do not validly withdraw, you will receive the Total Consideration, which consists of \$1,000 principal amount of Amazon Notes (which amount includes the Early Participation Premium of \$30 principal amount of Amazon Notes), and a cash amount of \$1.00. In exchange for each \$1,000 principal amount of Whole Foods Market Notes that you validly tender after the Early Participation Date but before the Expiration Date and do not validly withdraw, you will receive only the Exchange Consideration, which equals the Total Consideration less the Early Participation Premium of \$30 principal amount of Amazon Notes, and so consists of \$970 principal amount of Amazon Notes and a cash amount of \$1.00.

Expiration Date

The exchange offer and consent solicitation will expire immediately following 11:59 p.m., New York City time, on Tuesday, December 19, 2017, or at such later date and time to which Amazon extends the exchange offer and consent solicitation.

Withdrawal and Revocation

You may validly withdraw tenders of Whole Foods Market Notes (and related consents to the proposed amendments revoked as a result) at any time before the Expiration Date.

After the Expiration Date, you may not validly withdraw tenders of Whole Foods Market Notes unless Amazon is otherwise required by law to permit withdrawal. If the exchange offer is terminated, the Whole Foods Market Notes tendered will be promptly returned to you. See The Exchange Offer and Consent Solicitation Withdrawal of Tenders and Revocation of Corresponding Consents.

Conditions

The consummation of the exchange offer is subject to, and conditional upon, the satisfaction or, where permitted, waiver of the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation, including, among other things, the receipt of valid

Table of Contents

consents to the proposed amendments from the holders of at least a majority of the outstanding aggregate principal amount of the Whole Foods Market Notes (the Requisite Consents). We may, at our option and in our sole discretion, waive any such conditions except the condition that the registration statement of which this prospectus forms part has been declared effective by the Commission. All conditions to the exchange offer must be satisfied or, where permitted, waived, on or before the Expiration Date. The proposed amendments may become effective if the Requisite Consents are received and the conditions discussed under The Exchange Offer and Consent Solicitation Conditions to the Exchange Offer and Consent Solicitation have been satisfied or, where permitted, waived.

Acceptance of Whole Foods Market Notes and Consents and Delivery of Amazon Notes You may not consent to the proposed amendments to the Whole Foods Market Indenture without tendering your Whole Foods Market Notes in the exchange offer and you may not tender your Whole Foods Market Notes for exchange without consenting to the proposed amendments to the Whole Foods Market Indenture.

Subject to the satisfaction or, where permitted, waiver of the conditions to the exchange offer and consent solicitation, Amazon will accept for exchange any and all Whole Foods Market Notes that you validly tender before the Expiration Date and do not validly withdraw; likewise, because the act of validly tendering Whole Foods Market Notes will also constitute valid delivery of consents to the proposed amendments to the Whole Foods Market Indenture, Amazon will also accept all consents that are validly delivered and not validly revoked before the Expiration Date. All Whole Foods Market Notes exchanged will have the status of Whole Foods Market Notes issued but not outstanding or will be retired and cancelled at our option.

The Amazon Notes issued under the exchange offer will be issued and delivered, and the cash amounts payable will be delivered, through the facilities of DTC on the Settlement Date. We will return to you any Whole Foods Market Notes that are not accepted for exchange for any reason without expense to you promptly after the Expiration Date. See The Exchange Offer and Consent Solicitation Acceptance of Whole Foods Market Notes for Exchange; Amazon Notes; Effectiveness of Proposed Amendments.

U.S. Federal Income Tax Considerations Holders should consider certain U.S. federal income tax consequences of the exchange offer and consent solicitation; please consult your tax advisor about the tax consequences to you of the exchange. See Material U.S. Federal Income Tax Consequences.

Consequences of Not Exchanging Whole Foods Market Notes for Amazon Notes If you do not exchange your Whole Foods Market Notes for Amazon Notes in the exchange offer, you will not receive the benefit of having Amazon, the parent entity of Whole Foods Market, as the obligor of your notes. In addition, if the proposed amendments to the Whole

Table of Contents

Foods Market Notes become effective, those amendments will apply to all Whole Foods Market Notes that are not exchanged in the exchange offer, even though the remaining holders of the Whole Foods Market Notes did not consent to the proposed amendments. Thereafter, all such Whole Foods Market Notes will be governed by the amended Whole Foods Market Indenture, which will be less restrictive and afford reduced protections to any remaining holders of the Whole Foods Market Notes compared to those currently in place.

Additionally, the trading market for any remaining Whole Foods Market Notes may be more limited than it is at present, and the smaller outstanding principal amount may make the trading market of any remaining Whole Foods Market Notes more volatile. Consequently, the liquidity, market value, and price of Whole Foods Market Notes that remain outstanding may be materially and adversely affected. Therefore, if your Whole Foods Market Notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your unexchanged Whole Foods Market Notes. Whole Foods Market has already ceased reporting under Sections 13 and 15(d) of the Exchange Act and, accordingly, current stand-alone information about Whole Foods Market will no longer be publicly available.

See Risk Factors Risks Related to the Exchange Offer and the Consent Solicitation The proposed amendments to the Whole Foods Market Indenture will reduce protections for remaining holders of Whole Foods Market Notes.

Use of Proceeds

Amazon will not receive any cash proceeds from the exchange offer.

Exchange Agent, Information Agent and Dealer Manager

Global Bondholder Services Corporation serves as exchange agent and information agent for the exchange offer and consent solicitation.

Merrill Lynch, Pierce, Fenner & Smith Incorporated serves as the dealer manager.

The addresses and telephone numbers of the dealer manager and the exchange agent and information agent are set forth on the back cover of this prospectus.

We have other business relationships with the dealer manager, as described in The Exchange Offer and Consent Solicitation Dealer

Manager.

No Recommendation

None of Amazon, Whole Foods Market, the dealer manager, the exchange agent, the information agent, the Amazon Trustee, the Whole Foods Market Trustee, or any other person makes any recommendation on whether you should tender or refrain from tendering all or any portion of the principal amount of your Whole Foods Market Notes (and in so doing, consent to the adoption of the proposed amendments to the Whole Foods Market Indenture and the

Table of Contents

Whole Foods Market Notes), and no one has been authorized by any of them to make such a recommendation.

Risk Factors

For risks related to the exchange offer and consent solicitation, please read the section entitled "Risk Factors" beginning on page 18 of this prospectus.

Further Information

You should direct (1) questions about the terms of the exchange offer or the consent solicitation to the dealer manager and (2) questions about the exchange procedures and requests for additional copies of the prospectus and the letter of transmittal and consent to the information agent, at their respective addresses and telephone numbers on the back cover of this prospectus.

We may be required to amend or supplement this prospectus at any time to add, update, or change the information contained in this prospectus. You should read this prospectus and any prospectus supplement, together with the documents incorporated by reference in this prospectus, the registration statement, the exhibits to the registration statement, and the additional information described under the heading "Where You Can Find More Information."

Table of Contents

The New Amazon Notes

Issuer	Amazon.com, Inc.
Notes Offered	\$1,000,000,000 aggregate principal amount of 5.200% Notes due 2025.
Interest Rate; Interest Payment Dates; Maturity Date	<p>The Amazon Notes will bear interest at a rate of 5.200% per annum. We will pay interest on the Amazon notes on June 3 and December 3 of each year, beginning on June 3, 2018. The Amazon Notes will mature on December 3, 2025. The current interest rate and maturity date of the Amazon Notes are the same as the Whole Foods Market Notes for which they are being offered in exchange.</p> <p>The Amazon Notes will bear interest from the most recent interest payment date for which interest has been paid on the Whole Foods Market Notes. No accrued but unpaid interest will be paid on any Whole Foods Market Notes validly tendered and not validly withdrawn before the Expiration Date. Holders of Whole Foods Market Notes that are accepted for exchange will be deemed to have waived the right to receive any payment from Whole Foods Market for interest accrued from the date of the last interest payment date for their Whole Foods Market Notes. Consequently, if you tender your Whole Foods Market Notes before the Early Participation Date you will receive the same accrued interest payments that you would have received had you not exchanged your Whole Foods Market Notes in the exchange offer. Interest will only accrue on the aggregate principal amount of Amazon Notes you receive, which will be less than the principal amount of Whole Foods Market Notes you tendered for exchange if you tender your Whole Foods Market Notes after the Early Participation Date.</p>
Optional Redemption	<p>Prior to September 3, 2025, we may redeem the Amazon Notes at our option at any time either in whole or in part for a redemption price equal to 100% of the aggregate principal amount of the Amazon Notes to be redeemed plus the applicable make-whole premium described herein, plus accrued and unpaid interest thereon to, but excluding, the date of redemption.</p> <p>On or after September 3, 2025, we may redeem the Amazon Notes at our option at any time either in whole or in part for a redemption price equal to 100% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon to, but excluding, the date of redemption. See</p>

Description of New Amazon Notes Optional Redemption in this prospectus. Those redemption terms are the same as those applicable to the Whole Foods Market Notes.

Ranking

The Amazon Notes will be senior unsecured obligations of Amazon and will rank equally with all other unsecured indebtedness of Amazon from time to time outstanding.

Table of Contents

No Guarantees

The Amazon Notes will be the obligations solely of Amazon and will not be guaranteed by any subsidiary of Amazon.

Further Issuances

We may, without the consent of existing holders, increase the principal amount of the Amazon Notes by issuing more such notes in the future, on the same terms and conditions (other than differences in the issue date, issue price, and interest accrued prior to the issue date of such additional Amazon Notes, and restrictions on transfer in respect of such additional Amazon Notes) and with the same CUSIP number (unless the additional Amazon Notes are not fungible for U.S. federal income tax or securities law purposes with the Amazon Notes offered hereby, in which case such additional Amazon Notes will have one or more separate CUSIP numbers), in each case, as the Amazon Notes being offered by this prospectus. We do not plan to inform the existing holders if we re-open the Amazon Notes to issue and sell additional Amazon Notes in the future. Additional Amazon Notes issued in this manner will be consolidated with and will form a single series with the Amazon Notes being offered hereby.

Denominations

Amazon will issue the Amazon Notes in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

In the exchange offer, the principal amount of each Amazon Note issued to you will be rounded down, if necessary, to the nearest whole multiple of \$1,000 in excess of \$2,000, and we will pay cash equal to the difference between the principal amount of the Amazon Notes to which you would otherwise be entitled and the principal amount of the Amazon Note actually issued, plus accrued and unpaid interest on the principal amount representing such difference up to, but excluding, the Settlement Date.

Trading

The Amazon Notes will not be listed on any national securities exchange or be quoted on any automated dealer quotation system.

Trustee

Wells Fargo Bank, National Association.

Use of Proceeds

Amazon will not receive any cash proceeds from the issuance of the Amazon Notes under the exchange offer. In exchange for issuing the Amazon Notes and paying the cash consideration, Amazon will receive the tendered Whole Foods Market Notes, which will have the status of Whole Foods Market Notes issued but not outstanding or will be retired and cancelled at our option. See Use of Proceeds.

Risk Factors

You should consider carefully all the information set forth and incorporated by reference in this prospectus and any prospectus supplement, together with the registration statement and the exhibits thereto, including the risks and uncertainties described below in the section entitled "Risk Factors" beginning on page 18 of this prospectus and under the heading "Risk Factors" included in our Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2017. Each of the risks described in these documents

Table of Contents

could materially and adversely affect our business, financial condition, results of operations, and prospects, and could result in a partial or complete loss of your investment.

Governing Law

The Amazon Indenture provides that New York law shall govern any action regarding the notes brought pursuant to the indenture.

Table of Contents

RISK FACTORS

*Participating in the exchange offer and the consent solicitation involves certain risks. In addition to the other information contained in, or incorporated by reference into, this prospectus and any prospectus supplement, you should carefully consider the following discussion of risks before deciding whether participating in the exchange offer and consent solicitation is suitable for you. In addition, you should carefully consider the other risks, uncertainties, and assumptions that are set forth under the caption **Risk Factors** in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2017, before deciding to participate in the exchange offer and consent solicitation.*

In addition to the foregoing risks relating to us, the following are additional risks relating to the Amazon Notes, the exchange offer, and the consent solicitation.

Risks Related to the Amazon Notes

The Amazon Notes are structurally subordinated to the indebtedness and other liabilities of our subsidiaries.

The Amazon Notes are obligations exclusively of Amazon.com, Inc. and not of any of our subsidiaries. Our operations are primarily conducted through our subsidiaries, which are separate legal entities that have no obligation to pay any amounts due under the Amazon Notes or to make any funds available therefor, whether by dividends, loans, or other payments. Except to the extent we are a creditor with recognized claims against our subsidiaries, all claims of creditors (including trade creditors) of our subsidiaries will have priority with respect to the assets of such subsidiaries over our claims (and therefore the claims of our creditors, including holders of the Amazon Notes). Consequently, the Amazon Notes will be structurally subordinated to all liabilities of our subsidiaries and any subsidiaries that we may in the future acquire or establish.

The Amazon Notes are subject to prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the Amazon Notes.

The Amazon Notes are unsecured general obligations, ranking equally with other senior unsecured indebtedness of Amazon outstanding from time to time. The Amazon Indenture and our existing outstanding senior notes (the Existing Amazon Notes), and the agreements governing our other debt, permit us and our subsidiaries to incur additional indebtedness, including secured debt. If we incur any additional secured debt, our assets will be subject to prior claims by our secured creditors to the extent of the value of the assets securing such indebtedness. In the event of our bankruptcy, liquidation, reorganization, or other winding up, assets that secure debt will be available to pay obligations on the Amazon Notes only after all debt secured by those assets has been repaid in full. Holders of the Amazon Notes will participate in our remaining assets ratably with all of our unsecured and unsubordinated creditors, including holders of our Existing Amazon Notes and our trade creditors. If we incur any additional obligations that rank equally with the Amazon Notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the Amazon Notes and the Existing Amazon Notes in any proceeds distributed upon our insolvency, liquidation, reorganization, dissolution, or other winding up. This may have the effect of reducing the amount of proceeds paid to you. If there are not sufficient assets remaining to pay all of these creditors, all or a portion of the Amazon Notes then outstanding would remain unpaid.

The limited covenants in the Amazon Indenture and the terms of the Amazon Notes do not provide protection against some types of important corporate events and may not protect your investment.

The Amazon Indenture does not:

require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow, or liquidity and, accordingly, does not protect holders of the Amazon Notes in the event that we experience significant adverse changes in our financial condition or results of operations;

Table of Contents

restrict our subsidiaries' ability to issue securities or otherwise incur indebtedness or other liabilities that would be senior to our equity interests in our subsidiaries and therefore would be structurally senior to the Amazon Notes;

limit our ability to incur secured indebtedness that would effectively rank senior to the Amazon Notes to the extent of the value of the assets securing the indebtedness, or to engage in sale/leaseback transactions;

limit our ability to incur indebtedness that is equal in right of payment to the Amazon Notes;

restrict our ability to repurchase or prepay our securities;

restrict our ability to make investments or to repurchase or pay dividends or make other payments in respect of our common stock or other securities ranking junior to the Amazon Notes;

restrict our ability to enter into highly leveraged transactions; or

require us to repurchase the Amazon Notes in the event of a change in control.

As a result of the foregoing, when evaluating the terms of the Amazon Notes, you should be aware that the terms of the Amazon Indenture and the Amazon Notes do not restrict our ability to engage in, or to otherwise be a party to, a variety of corporate transactions, circumstances, and events, such as certain acquisitions, refinancings, or recapitalizations that could substantially and adversely affect our capital structure and the value of the Amazon Notes. For these reasons, you should not consider the covenants in the Amazon Indenture as a significant factor in evaluating whether to invest in the Amazon Notes.

Changes in our credit ratings may adversely affect your investment in the Amazon Notes.

The major debt rating agencies routinely evaluate our debt. These ratings are not recommendations to purchase, hold, or sell the Amazon Notes, inasmuch as the ratings do not comment as to market price or suitability for a particular investor, are limited in scope, and do not address all material risks relating to an investment in the Amazon Notes, but rather reflect only the view of each rating agency at the time the rating is issued. The ratings are based on information furnished to the ratings agencies by us and information obtained by the ratings agencies from other sources. An explanation of the significance of such rating may be obtained from such rating agency. There can be no assurance that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended, or withdrawn entirely by the rating agencies, if, in each rating agency's judgment, circumstances so warrant. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under further review for a downgrade, could affect the market value and liquidity of the Amazon Notes and increase our corporate borrowing costs.

There may not be active trading markets for the Amazon Notes.

We cannot assure you that trading markets for the Amazon Notes will ever develop or will be maintained. Further, there can be no assurance as to the liquidity of any markets that may develop for the Amazon Notes, your ability to

sell your Amazon Notes, or the prices at which you will be able to sell your Amazon Notes. Future trading prices of the Amazon Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Amazon Notes, and the market for similar securities. Any trading markets that develop for the Amazon Notes would be affected by many factors independent of and in addition to the foregoing, including the:

propensity of existing holders to trade their positions in such Amazon Notes;

time remaining to the maturity of such Amazon Notes;

outstanding amount of such Amazon Notes;

redemption of such Amazon Notes; and

level, direction, and volatility of market interest rates generally.

Table of Contents

Redemption of the Amazon Notes may adversely affect your return on such Amazon Notes.

We have the right to redeem all of the Amazon Notes prior to maturity. We may redeem these Amazon Notes at times when prevailing interest rates may be relatively low. Accordingly, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of your Amazon Notes.

Risks Related to the Exchange Offer and the Consent Solicitation

The proposed amendments to the Whole Foods Market Indenture will reduce protections for remaining holders of Whole Foods Market Notes.

Although the Whole Foods Market Indenture currently contains limited protections, if the proposed amendments to the Whole Foods Market Indenture are adopted, the covenants and certain other terms of such amended Whole Foods Market Notes will be even less restrictive and will afford reduced protections to any remaining holders of such Whole Foods Market Notes compared to the covenants and other provisions currently in place.

The proposed amendments to the Whole Foods Market Indenture would, among other things, eliminate (1) substantially all of the restrictive covenants, (2) the change of control provisions, (3) certain requirements that must be met for Whole Foods Market to consolidate, merge, or sell all or substantially all of its assets, and (4) certain events of default in the Whole Foods Market Indenture so they will no longer apply, as well as change the delivery date of the annual compliance certificate.

If the proposed amendments are adopted for the Whole Foods Market Notes, each non-exchanging holder of the Whole Foods Market Notes will be bound by the proposed amendments even if that holder did not consent to the proposed amendments. These amendments will permit us to take certain actions previously prohibited that could increase the credit risk of Whole Foods Market, and might adversely affect the liquidity, market price, and price volatility of the Whole Foods Market Notes or otherwise be adverse to the interests of the holders of the Whole Foods Market Notes. See The Proposed Amendments.

The liquidity of the Whole Foods Market Notes that are not exchanged will be reduced.

We expect that the trading market for unexchanged Whole Foods Market Notes will become more limited due to the reduction in the amount of the Whole Foods Market Notes outstanding upon consummation of the exchange offer. A more limited trading market might adversely affect the liquidity, market price, and price volatility of these securities. If a market for unexchanged Whole Foods Market Notes exists or develops, those securities may trade at a discount to the price at which the securities would trade if the amount outstanding were not reduced, depending on prevailing interest rates, the market for similar securities, and other factors. However, we cannot assure you that an active market in the unexchanged Whole Foods Market Notes will exist, develop, or be maintained or as to the prices at which the unexchanged Whole Foods Market Notes may be traded.

Trading in the Whole Foods Market Notes may be adversely affected by the lack of information about Whole Foods Market.

Whole Foods Market has ceased reporting under Sections 13 and 15(d) of the Exchange Act and, accordingly, it will no longer provide reports or information to the SEC, the Whole Foods Market Trustee, or holders of the Whole Foods Market Notes. Although we currently expect the credit rating agencies to continue to rate the Whole Foods Market Notes following completion of the exchange, in the future one or more credit rating agencies may cease to provide a credit rating for the Whole Foods Market Notes. Trading in the Whole Foods Market Notes may be adversely affected

by the lack of current publicly available information about Whole Foods Market.

Table of Contents

The exchange offer and consent solicitation may be cancelled or delayed.

The consummation of the exchange offer is subject to, and conditional upon the satisfaction or, where permitted, waiver of, the conditions specified in this prospectus, including the receipt of the Requisite Consents. Even if the exchange offer and consent solicitation are completed, the exchange offer and consent solicitation may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offer and consent solicitation may have to wait longer than they expect to receive their Amazo