

## Case law

### Case Details

**National ID:** 153

**Member State:** Latvia

**Common Name:** link

**Decision type:** Administrative decision, first degree

**Decision date:** 16/06/2016

**Court:** National Electronic Mass Media Council

**Subject:**

**Plaintiff:** unknown plaintiff

**Defendant:** VSIA "Latvijas Televīzija"

**Keywords:** advertising, Audiovisual Media Services Directive, scope of the Directive

### Directive Articles

Misleading and Comparative Advertising Directive, [Article 2, \(a\)](#)

### Headnote

Advertising within the meaning of Article 2(a) of Directive 2006/114/EC also includes audio-visual commercial communication as defined in Article 1(1)(h) of Directive 2010/13/EU.

### Facts

The closing credits of a programme broadcasted on the defendant's television channel included a trademark and a logo owned by third parties, which the defendant claimed were sponsor references. The court was not convinced and initiated administrative proceedings against the defendant in order to investigate the possible surreptitious commercial communication.

### Legal issue

The court found that the trademark and the logo were depicted neither as sponsor references, nor as any kind of advertising, therefore their purpose and nature were unclear to viewers – a characteristic of surreptitious audio-visual commercial communication, which is prohibited.

The court also performed a textual and systemic interpretation of the definition of "advertising" in Article 1 of the Advertising Law (implements Article 2(a) of Directive 2006/114/EC) and concluded that the notion of advertising also includes audio and audio-visual commercial communication as defined in Article 1 of the Electronic Mass Media Law (implementing Article 1(1)(h) of Directive 2010/13/EU), namely:

"advertising on TV or radio, sponsoring, TV or radio store, product placement and other audio, visual or audio-visual communication placed in a programme, placed before the programme or after the programme for a charge or for another remuneration, or for a purpose of self-advertisement, which advertises, directly or indirectly, goods, services or image of the persons, which carry out economic activities".

Since the audio-visual commercial communication was found to constitute advertising, and the surreptitious commercial communication performed by the defendant was prohibited, the court imposed a fine on the defendant for the failure to comply with the legal requirements for advertising.

### Decision

Does advertising within the meaning of Article 2(a) of Directive 2006/114/EC also include audio-visual commercial communication as defined in Article 1(1)(h) of Directive 2010/13/EU?

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Full text: [Full text](#)

### Related Cases

No results available

### Legal Literature

No results available

### Result

The court imposed a fine on the defendant for the failure to comply with the legal requirements for advertising.