

## No 601

**Government decree****on practices in marketing and customer relationships considered unfair to the consumer**

Done in Helsinki on 11 September 2008

According to a Government Decision based on the proposition of the Ministry of Justice, pursuant to the Consumer Protection Act (38/1978) of 20 January 1978, Chapter 2, Section 15, the following provisions are hereby made:

## Section 1

*Misleading practice*

The following practices in marketing and customer relationships are considered unfair in the meaning of Chapter 2, Section 3 of the Consumer Protection Act (38/1978) and misleading in the meaning of Chapter 2, Sections 6 and 7 of that Act:

1) falsely claiming to be a signatory to a code of conduct

2) falsely claiming that an authority or another body has approved the trader's code of conduct or the consumer goods offered by the trader or the trader's operation or making such a claim without complying with the terms of the approval

3) displaying a trust mark, quality mark or equivalent without the necessary authorisation

4) making an invitation to purchase consumer goods at a specified price without informing that the trader has reasonable grounds to believe that he will not be able to offer for supply the goods at the price offered in a reasonable time or at reasonable quantities, taking into account the quality and price of the goods and the scale of advertising

5) Making an invitation to purchase consumer goods at a specified price and then demonstrating a defective sample of the

product or refusing to show it to consumers, refusing to take orders for it or deliver it within a reasonable time with the intention of promoting a different product

6) falsely stating that a product will only be available for a very limited time or that it will only be available on particular terms for a very limited time, in order to elicit an immediate purchasing decision

7) undertaking to provide after-sales service in a language which is not an official language of the Member State where the trader is located without clearly informing the consumer that this service will not be offered in that language during the contractual relationship

8) stating or otherwise creating the impression that a product can legally be sold when it cannot

9) presenting rights given to consumers in law as a feature of the trader's offer

10) making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or those close to him if the consumer does not purchase the product

11) promoting a product similar to a product made by a particular manufacturer in such a manner as to mislead the consumer into believing that the product is made by that same manufacturer

12) establishing, operating or promoting a pyramid promotional scheme where a

consumer receives compensation primarily from the introduction of other consumers into the scheme rather than from the sale of products

13) using the expression “liquidation sale” or “moving sale” when this is not the case

14) claiming that the product can facilitate winning in games of chance

15) falsely claiming that a product is able to cure illnesses, dysfunction or malformations

16) passing on inaccurate information on market conditions or on the possibility of finding the product elsewhere with the intention of inducing the consumer to acquire the product at conditions less favourable than normal conditions

17) falsely claiming to offer a competition or prize

18) describing the product as “free”, “without charge” or similar if the consumer has to pay anything other than the unavoidable cost of responding to the promotion and collecting or paying for delivery of the product

19) including in marketing material an invoice or similar demand for payment which gives the consumer the impression that he has already ordered the product

20) creating the impression that the trader is not practicing his trade or profession but is a consumer

21) creating the false impression that after-sales service is available in a Member State other than the one in which the product is sold.

no prize or benefit or taking any action in relation to claiming the prize or benefit is subject to the consumer paying money or incurring a cost.

## Section 2

### *Aggressive practices*

The following practices in marketing and customer relationships are considered unfair in the meaning of Chapter 2, Section 3 of the Consumer Protection Act (38/1978) and aggressive in the meaning of Chapter 2, Section 9 of that Act:

1) creating the impression that the consumer cannot leave the premises until a contract is formed

2) ignoring the consumer's request for the trader to leave his home or not to return

3) making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media

4) including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them

5) explicitly informing a consumer that if he does not buy the consumer product, the trader's job or livelihood will be in jeopardy

6) creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either there is

Section 3

*Entry into force*

This Decree enters into force on 1 October 2008.

Done in Helsinki on 11 September 2008

*Tuija Brax*, Minister for Justice

*Katri Kummoinen*, Senior Adviser,  
Legislative Affairs