

G-Regs™

Netherlands: Dutch Advertising Code – Annexes 1 and 2



Title of Code	Dutch Advertising Code (DAC) - <i>Nederlandse Reclame Code</i> (NRC)
Title of relevant section	Section A: General; Annex 1 and Annex 2
Annex 1	<p>Advertising is considered misleading under all circumstances in the event of:</p> <ol style="list-style-type: none"> 1. Claiming to have signed (be a signatory to) a code of conduct, when this is not the case. 2. Attaching a confidence/ trust mark, a quality mark or similar label without having obtained the required permission. <p><u>Explanation of 1 and 2:</u></p> <p>This means, for example, that an advertiser may only use the logo of a business organisation if he is entitled to do so, and, that an advertisement may not suggest that the advertiser is a member of a business organisation or associated with an arbitration board if this is not the case.</p> <ol style="list-style-type: none"> 3. Claiming that a Code of Conduct is recognized (i.e. endorsed) by a public body or other authority, when this is not the case. 4. Claiming that an advertiser (including his advertisement) or a product has been approved, endorsed or authorised by a public or private organization, when this is not the case; or claim such a thing when the terms of the approval, endorsement or authorisation have not been met. 5. Offering products for a specified price without disclosing the existence of any reasonable grounds the advertiser may have for suspecting that he might not be able to supply, nor have another advertiser (i.e. trader) supply, these products or similar products at that price, for a period that is, and in quantities that are, reasonable, taking into account the product itself, the range/ scale of the advertising campaign for this product and the price offered (bait advertising). 6. Offering a product for a specified price and subsequently: <ol style="list-style-type: none"> a. Refusing to show the consumer the offered product; or b. Refusing to accept an order or refusing to deliver the product within a reasonable term; or c. Showing a defective example of the product with the intention to promote another product ('bait and switch'). 7. Deceptively/ Falsely claiming that the product will be available for a limited period of time or only under special conditions for a limited period of time, to urge the consumer to make an immediate decision and not give him insufficient opportunity or time to make an informed decision. 8. Claiming or otherwise suggesting that a product may be sold legally, when this is not the case. 9. Presenting rights given to consumers in law as a distinctive feature of the advertiser's offer. 10. Using editorial content in the media to promote a product, where the advertiser has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial).

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11. Making a materially inaccurate statement/ claim with regard to the nature and extent of the risk to the personal security of the consumer or his family, in the event that the consumer does not purchase the product.
 12. Promoting a product that resembles a product produced by a certain manufacturer in such a way as to purposely give the impression that the product has indeed been fabricated by this manufacturer, when this is not the case.
 13. Establishing, managing or promoting a pyramid promotional scheme whereby a consumer's ability to realize compensation after his initial payment results exclusively from his introduction of new consumers into the scheme, rather than from the sale or use of products.
 14. Claiming that the advertiser is about to stop his business (cease trading) or move premises, when this is not the case.
 15. Claiming that certain products may facilitate the winning of games of chance.
 16. Falsely claiming that a product may cure illnesses, ailments or malformations.
 17. Supplying materially inaccurate information about market conditions or on the possibility of finding the product with the intention of making the consumer buy the product on terms less favourable than the normal market conditions.
 18. Claiming within the context of an advertisement that a contest is being organised or prizes offered, without actually awarding the prizes described (advertised) or a reasonable alternative.
 19. Describing a product as "gratis" (*gratis*); "free" (*voor niets*); "without charge/ complimentary" (*kosteloos*) or similar if the consumer has to pay anything other than the inevitable cost of responding to the offer and collecting or paying for delivery of the product.
 20. Including an invoice or similar document seeking payment in advertising material which gives the consumer the impression that he has already ordered the marketed product, when this is not the case.
 21. Falsely claiming or creating the impression that the advertiser is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.
 22. Creating the false impression that after-sales service for a certain product is available in another member state other than the one in which the product is sold.
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Annex 2

Under all circumstances aggressive advertising is defined as:

1. Making persistent and unwanted solicitations by telephone, fax, e-mail or other means of distance communication (remote media).
 2. Creating the false impression that the consumer has already won a prize, will definitely win a prize or, upon performing a certain action, will win a prize or other equivalent benefit, while in fact:
 - there is no prize or other equivalent benefit, or
 - taking steps to be eligible for the prize or other equivalent benefit is subject to the consumer paying a certain amount of money or incurring a cost.
 3. Acting contrary to Art. 2(1)(a & b)¹ of the Code for Advertising Directed at Children and Young People (as included in the Dutch Advertising Code).
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¹ Article 2 (Para. 1)

Advertising directed at children may not cause any moral or physical damage and should therefore comply with the following criteria for the benefit of their protection:

- a. it shall not encourage them to buy a certain product by exploiting their lack of knowledge or their credulity;
- b. it shall not directly incite/ encourage their parents or others to buy the products advertised.

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