

Full title of law or regulation	The ICC ADVERTISING AND MARKETING COMMUNICATIONS CODE https://cms.iccwbo.org/content/uploads/sites/3/2018/09/icc-advertising-and-marketing-communications-code-int.pdf
Title of relevant section	Chapter C. Direct Marketing and Digital Marketing Communications. Not included are Provisions for Telemarketing or Provisions for interest-based advertising (IBA) which are separately available on the WikiRegs website or found in the linked document above.
Article C1. Identification and Transparency	Marketing communications should be properly identified as such in accordance with Article 7 of the General Provisions. Subject descriptors should be accurate and the commercial nature of the communication should be transparent to the consumer. Where a marketer has created or offered consideration for a product endorsement or review, the commercial nature should be transparent. In such cases, the endorsement or review should not state or imply that it is from or conferred by an individual consumer or independent body. Marketers should take appropriate steps to ensure that the commercial nature of the content of a social network site or profile under the control or influence of a marketer is clearly indicated and that the rules and standards of acceptable commercial behaviour in these networks are respected. Any image, sound or text which, by its size, volume or any other visual characteristic, is likely to materially reduce or obscure the legibility and clarity of the offer should be avoided.
Article C2. Identity of The Marketer	The identity of the marketer and/or operator and details of where and how they may be contacted should be given in the offer, so as to enable the consumer to communicate directly and effectively with them. This information should be where technically feasible available in a way which the consumer could access and keep, i.e. via a separate document offline, an online or downloadable document, email or SMS or log-in account; it should not, for example, appear only on an order form which the consumer is required to return. At the time of delivery of the product, the marketer's full name, address, e-mail and phone number should be supplied to the consumer.
Article C3. The Offer	The terms and conditions of any offer made should be transparent to consumers and other participants. The fulfilment of any obligation arising from the offer should be prompt and efficient. All offers involving promotional items should be framed in strict accordance with the rules of Chapter A: Sales Promotion.
Article C4. Presentation	Wherever appropriate, the essential points of the offer should be simply and clearly summarised together in one place. Essential points of the offer may be clearly repeated, but should not be scattered throughout the promotional material. When the presentation of an offer also features products not included in the offer, or where additional products need to be purchased to enable the consumer to use the product on offer, this should be made clear in the original offer. Consumers should always be informed beforehand of the steps leading to the placing of an order, a purchase, the concluding of a contract or any other commitment. If consumers are required to provide data for this purpose, they should be given an adequate opportunity to check the accuracy of their input before making any commitment. Where appropriate, the marketer should respond by accepting or rejecting the consumer's order. Software or other technical devices should not be used to conceal or obscure any material factor, e.g. price and other sales conditions, likely to influence consumers' decisions. Before making any commitment the consumer should be able to easily access the information needed to understand the exact nature of the product, as well as the purchase price, shipping

	and other costs of purchase.
Article C5. High Pressure Tactics	High-pressure tactics which might be construed as harassment should not be used. Consumers should not be asked to sign up to an offer where there will be no means provided to confirm the terms and conditions.
Article C6. Respect for Public Groups and Review Sites	The terms and conditions of particular digital interactive media which may have rules and standards of acceptable commercial behaviour, e.g. news groups, forums, blogs, vlogs or bulletin boards and general server software for web page content editing (wiki sites), should be respected. Marketing communications posted to such public meeting places are appropriate only when the forum or site has implicitly or explicitly indicated its willingness to receive such communications.
Article C7. Marketing Communications and Children	<ul style="list-style-type: none"> ➤ Parents and/or guardians should be encouraged to participate in and/or supervise their children's interactive activities. ➤ Personal data about individuals known to be children should only be disclosed to third parties after obtaining consent from a parent or legal guardian or where disclosure is authorised by law. Third parties do not include agents or others who provide support for operational purposes of the website and who do not use or disclose a child's personal information for any other purpose. ➤ Websites devoted to products that are subject to age restrictions such as alcoholic beverages, gambling and tobacco products should undertake measures, such as age screens, to restrict access to such websites by minors¹. ➤ Marketing communications directed at children in a particular age group should be appropriate and suitable for such children.
Article C8. Respecting Consumer Wishes	<p>Marketers should respect a consumer's wish not to receive direct marketing communications by e.g. signing on to a preference system or utilizing another system, such as mailbox stickers. Marketers who are communicating with consumers internationally should, where possible avail themselves of the appropriate preference service in the markets to which they are addressing their communications and respect consumers' wishes not to receive such communications (see also General Provisions, article 19, data protection and privacy).</p> <p>Direct marketing sent electronically should include a clear and transparent mechanism enabling the consumer to express the wish not to receive future solicitations.</p>
Article C9. Respecting Consumer Use of Digital Interactive Media	Due care should be taken to ensure that digital marketing communications and/ or any application used to enable consumers to open other marketing or advertising messages, do not interfere with the consumer's normal usage or experience of digital interactive media.
Article C10. Respect for The Potential Sensitivities of a Global Audience	Marketers should strive to avoid causing offense by respecting social norms, local culture and tradition in markets where they are directing marketing communications. Given the global reach of electronic networks, and the variety and diversity of possible recipients, marketers should take steps to align their marketing communications with the principles of social responsibility contained in the General Provisions.
Article C11. Safety and Health	<p>Marketers should ensure that promotional items fulfil the requirements of Article A5, and that the use of marketing communications does not encourage or condone irresponsible practices that could endanger safety and health.</p> <p>Products, including, where applicable, samples, should be suitably packaged for delivery to the customer—and for possible return—in compliance with the appropriate health and safety standards.</p>

¹ The term 'minor' refers to those below the legal purchase age, i.e., the age at which national legislation permits the purchase or consumption of such restricted products. In countries where purchase age and consumption age are not the same, the higher age applies. For the purpose of this Article, in countries where there is no legal purchase or consumption age minors are defined as those below the age of 18. The meaning of this term has been derived from the definition provided in the ICC Framework for Responsible Marketing Communications of Alcohol

Article C12. Right of Withdrawal	Where consumers have a right of withdrawal the marketer should inform them of the existence of this right, how to obtain further information about it, and how to exercise it. (See General Provisions for further provisions re free trials).
Article C13. After-Sales Service	When after-sales service is offered, details of the service should be included in the terms of any guarantee, or stated elsewhere in the offer. If the consumer accepts the offer, information should be supplied on how to activate the service and communicate with the service agent.
Article C14. Prices and Credit Terms	<p>Any information needed by the consumer to understand the cost, interest and terms of any other form of credit should be provided, either in the offer or when the credit is offered.</p> <p>Whether payment for the offer is on an immediate sale or instalment basis, the price and terms of payment should be clearly stated in the offer, together with the nature of any additional charges (such as postage, handling, taxes, etc.) and, whenever possible, the amount of such charges.</p> <p>In the case of sales by instalment, the credit terms, including the amount of any deposit or payment on account, the number, amount and periodicity of such instalments and the total price compared with the immediate selling price, if any, should be clearly shown in the offer. Unless the duration of the offer and the price are clearly stated in the offer, prices should be maintained for a reasonable period of time.</p>
Article C15. Unsolicited Products	<p>Products for which payment is expected should not be delivered without an order.</p> <p>See also General Provisions, article 21 — Unsolicited products and undisclosed costs.</p>
Article C16. Fulfilment of Orders	Unless otherwise stipulated in the offer, orders should be fulfilled within 30 working days of receipt of the order from the consumer. The consumer should be informed of any undue delay as soon as it becomes apparent. In such cases, any request for cancellation of the order by the consumer should be granted, even when it is not possible to prevent delivery, and the deposit, if any, should be refunded immediately.
Article C17. Substitution of Products	If a product becomes unavailable for reasons beyond the control of the marketer or operator, another product may not be supplied in its place unless the consumer is informed that it is a substitute and unless such replacement product has materially the same, or better, characteristics and qualities, and is supplied at the same or a lower price. In such a case, the substitution and the consumer's right to return the substitute product at the marketer's expense should be explained to the consumer.
Article C18. Return of Faulty or Damaged Products	The cost of return of products which are faulty, or damaged other than by the consumer, is the responsibility of the marketer, provided the consumer gives notice within a reasonable period of time.
Article C19. Payment and Debt Collection	<p>The procedure for payment and debt collection should be such as to avoid undue inconvenience to the consumer, making due allowance for delays outside the consumer's control.</p> <p>Debtors should not be approached in an unreasonable manner and debt collection documents which might be confused with official documents should not be used.</p>
Article C20. Responsibility	<p>Overall responsibility for all aspects of direct marketing and digital marketing activities, whatever their kind or content, rests with the marketer. As defined in article 23 of the General Provisions, whatever the nature of the activity, medium or technology, responsibility is shared by all the parties concerned, commensurate with their respective role in the process and within the limits of their respective functions.</p> <p>All parties concerned need to take into account that responsibility, also applies to other participants in the direct marketing and digital marketing eco-system including:</p> <ul style="list-style-type: none"> ➤ operators, telemarketers or data controllers, or their digital ad agencies, other service providers and their subcontractors, who contribute to the activity or communication;

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- interest-based advertising, data analytics and ad technology companies;
 - publishers, platforms and channels, media-owners, affiliate networks or contractors who publish, transmit or distribute the offer or any other communication;
 - market influencers, bloggers and vloggers;
 - and those responsible for preparing algorithms for marketing communications.
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