

Full title of law or regulation

The Dutch Advertising Code

<https://www.reclamecode.nl/nrc/> (NL)

https://www.reclamecode.nl/wp-content/uploads/2018/10/SRCNRCENboekje_oktober2017.pdf (EN)

Title of relevant section

Annexes 1 and 2

Annex 1

Advertising is considered misleading under all circumstances in the event of:

1. Claiming to have signed a code of conduct, when this is not the case.
2. Attaching a confidence label, a quality label or similar label without having been granted the required permission.

Explanation of 1 and 2

This means, for example, that an advertiser may only use the logo of an employers' organization if he is entitled to do so, and, that an advertisement may not suggest that the advertiser is a member of an employers' organization or associated with an arbitration board if this is not the case.

3. Claiming that a Code of Conduct is acknowledged by a public or other authority, when this is not the case.
4. Claiming that an advertiser (and his advertisement) or a product is recommended, acknowledged or approved by a public or private organization, when this is not the case; or claim such a thing when the terms of the recommendation, acknowledgment and/or 14 approval are not met.
5. 5. Offering products for a certain price without mentioning that there are good reasons to suspect that the advertiser might not be able to deliver these products or similar products for the mentioned price, nor have another advertiser deliver them, during a certain period and in quantities, which are reasonable, taking into account the product itself, the range of the advertising campaign for this product and the price offered (bait).
6. Offering a product for a mentioned price and subsequently:
 - (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 commend another product ('bait and switch').
7. Deceptively 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 a chance or enough 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 legal consumer rights as distinguishing features of the advertiser's offer
10. Using an editorial, paid by the advertiser, for advertising a product, when this is not made clear to the consumer in the text or in easily identifiable images or sounds (advertorial).
11. Making incorrect statements with regard to the nature and extent of the life-threatening danger to the consumer and his family, in the event that he does not buy 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. Initiating, managing or promoting a pyramid system whereby a consumer's ability to realize compensation after his initial payment results exclusively from his introduction

of new consumers into the system, rather than from the sale or use of products.

14. Claiming that the advertiser is about to stop his business or move to another place, when this is not the case.
 15. Claiming that certain products may facilitate the winning of games of chance.
 16. Claiming falsely that a product may cure illnesses, ailments or malformations.
 17. Supplying incorrect information about market circumstances or the possibility to obtain the product with the intention to make the consumer buy the product on terms less favourable than the normal market terms.
 18. Claiming within the context of an advertisement that a contest is being organised or prizes offered, without actually presenting the announced prizes or a reasonable alternative.
 19. Calling a product 'free of charge', 'for nothing' or 'at no cost available' if the consumer has to pay something else instead of the inevitable costs, in order to respond to the offer and collect the product or have it sent for.
 20. Including an invoice or similar request for payment in advertising material to create the impression that the consumer has already ordered the commended product, when this is not the case.
 21. Deceptively claiming or creating the impression that the advertiser is not acting on behalf of his business, company, trade or profession, or deceptively pretending to be a consumer.
 22. Deceptively creating the impression that for a certain product service is available in another member state rather than in the state where the product is sold.
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Annex 2

'Under all circumstances aggressive advertising' is defined as:

1. Putting persistent and undesirable pressure in telephone calls, faxes, e-mail or other means of communication.
 2. Creating the deceptive impression that the consumer has already won a prize, will definitely win a prize or, upon performing a certain action, win a prize or benefit equally, while in fact: there is no question of winning a prize or benefiting equally, or if taking steps to qualify for a prize or benefit equally otherwise, is subject to payment by the consumer of a certain amount or of the herewith related costs.
 3. Acting contrary to art. 2 Introduction and sub a and b of the Code for Advertising Directed at Children and Young People (as included in the Dutch Advertising Code).
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