

Amendments to the Advertising Codes following review in response to the DMCCA

Committee of Advertising Practice and Broadcast Committee of Advertising Practice statement on amendments based on changes to UK consumer law



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1. Executive summary

Following public consultation, the Committee of Advertising Practice (CAP), author of the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the CAP Code), and the Broadcast Committee of Advertising Practice (BCAP), author of the UK Code of Broadcast Advertising (the BCAP Code), are introducing amendments to some of the rules and other text across a number of sections of their Codes.

CAP and BCAP consider that it is necessary to amend their rules that reflect the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), as this legislation will be revoked and restated from 6 April 2025 by Chapter 1 of Part 4 of the DMCCA (the unfair commercial practices (UCP) provisions).

In large part, the UCP provisions retain the legal framework around misleading advertising that was set out in the CPRs. However, they contain a range of amendments to wording, definition and structure, as well as the addition of a new category to the Schedule of commercial practices that are in all circumstances considered unfair (prohibited practices).

A number of the changes do not directly reflect amendments deriving from the new legislation but have been identified in the course of review as areas where the wording of the Codes could better align with the wording of underpinning law.

CAP and BCAP are mindful of the need to avoid unintended consequences of amending the wording of rules and to ensure that changes are effective. As such, the amended rules will be subject to review after 12 months.

These changes take effect immediately.

2. Background

The Digital Markets, Communications and Consumers Act 2024¹ (DMCCA) received Royal Assent in May 2024. Among other things, this legislation revoked and restated the Consumer Protection from Unfair Trading Regulations 2008 (the CPRs), the legislation from which the majority of the existing CAP and BCAP rules on misleading advertising derive or with which they are otherwise understood to be compatible. CAP and BCAP understand that Chapter 1 of Part 4 of the DMCCA, including provisions pertaining to unfair commercial practices (UCP provisions), come into force on 6 April 2025.

In large part, the UCP provisions retain the legal framework around misleading advertising that was set out in the CPRs. However, they contain a range of amendments to wording, definition and structure, as well as the addition of several new categories to the Schedule of commercial practices that are in all circumstances considered unfair (prohibited practices).

The amendments align the rules with the wording of the DMCCA as closely as possible, while making certain adaptations, as appropriate. CAP and BCAP and the ASA will always apply the correct legal tests.

The scope of the changes covers all sections of the Codes that include rules derived from CPRs provisions which are to be revoked and restated by the UCP provisions within the DMCCA. The changes cover only those rules that reflect elements of the law that have been amended; other rules reflecting the CPRs have been unaffected by the new legislation as they have been restated with no change.

The majority of rules subject to these proposals are part of Section 3 – Misleading advertising in the respective Codes, however others are included in various specific subject- and sector-based sections throughout the Codes.

In the course of reviewing the misleading advertising rules, CAP and BCAP also identified certain other areas not connected to changes in the DMCCA, where rules could benefit from more precise wording in alignment with the relevant underlying law, and where that could be achieved in a straightforward manner.

Please see the [consultation document](#) for further details.

¹ [Digital Markets, Competition and Consumers Act 2024](#)

3. Consultation responses

The consultation received five responses. CAP and BCAP have published the responses they received, and carried out a detailed evaluation of all significant points made in these responses. The chief points raised are as follows. Rule numbers reflect original Code numbering as listed in the consultation, some of which will be different in the final version of the Code. Equivalent rules in the BCAP Code (where applicable) are given in square brackets.

‘Total price’

Several respondents sought clarity of the application of the ‘total price’ requirement in rule 3.4 [3.3], in particular to contract-based services such as telecoms contracts, in light of draft guidance published by the CMA.

This is a matter of interpretation, which was not the subject of this consultation on the wording of the rules themselves. The revised rules closely reflect the legislation and considerations around interpretation are separate and do not impact on how they are worded.

CAP and BCAP understand that the CMA will be running further consultation on this and other aspects of their drip pricing guidance in the summer, with a view to producing finalised guidance in the autumn. Following confirmation of the CMA’s position, CAP and BCAP will consider the implications for their own guidance.

Rule 3.39 [3.39]

This is one of many misleading advertising rules which CAP and BCAP have amended to better reflect the transactional decision test. One respondent considered that the proposed wording lost some of the meaning of the original rule. CAP and BCAP agreed and have amended it to more closely reflect the original rule, while including the transactional decision test.

Rule 3.52

Amendments were made in response to recommendations by a respondent, to more closely reflect the relevant requirements.

Clarifications

There were a number of instances where respondents had misunderstood the meaning of Code rule wording or underlying concepts in the law; CAP and BCAP have clarified these matters individually within the Evaluation Table.

4. Additional changes

During the consultation period, CAP and BCAP identified several additional places where the Code would benefit from further detail to reflected the DMCCA, including elements that had not changed from the CPRs.

Appendix 1 [3]

The below reflects a further clarification added to the DMCCA. It is not a departure from the position already taken by the ASA, but adds further explanatory detail.

The average consumer is to be treated as not knowing information in relation to a commercial practice where such information has been concealed by the trader (even if the average consumer might know the information from another source).

Statement on rules reflecting prohibited practices

To make the Codes more user-friendly, CAP and BCAP moved the statement explaining the distinction between rules employing the transactional decision test and rules derived from prohibited practices to the start of the Section 3. This should allow Code users to see it up front before engaging with individual rules in the section and understanding the significance of the asterisk marking.

There are other rules derived from prohibited practices in other sections of the Code, usually in isolation. In those cases, CAP and BCAP considered it more straightforward to place a note against each individual rule.

5. Outcome

In light of the reasons set out in the consultation proposal, and the evaluation of consultation responses, CAP and BCAP will adopt the proposed changes, with some minor amendments.

A full list of the changes can be found in the mapping document in the Annex.

6. Implementation

The amended rules come into effect immediately.

Advertisements published from this date must comply with the amended rules. Existing advertisements should be changed or withdrawn as soon as possible.

CAP and BCAP are mindful of the need to avoid unintended consequences of amending the wording of rules and to ensure that changes are effective. As such, the amended rules will be subject to review after 12 months from publication.

Annex – mapping document

Note: this table does not include those rules reflecting prohibited practices that were not subject to change in the DMCCA. Those rules will also be updated with the asterisk and statement as described in the document above.

CAP Code	
Preface	
The value of self-regulation as an alternative to statutory control is recognised in EC Directives, including those on misleading and comparative advertising (Directives 2005/29/EC and 2006/114/EC). Self-regulation is accepted by the Department for Business, Innovation and Skills and Trading Standards as a first line of control in protecting consumers and the industry.	The value of self-regulation as an alternative to statutory control has been recognised across Europe (including in legislation) for a number of years. Self-regulation is accepted by the Department for Business and Trade, Trading Standards and the CMA as a first line of control in protecting consumers and the industry.
Section 2 – Recognition of marketing communications	
2.3 Marketing communications must not falsely claim or imply that the marketer is acting as a consumer or for purposes outside its trade, business, craft or profession; marketing communications must make clear their commercial intent, if that is not obvious from the context.	2.3 Marketing communications must not falsely claim or imply that the marketer is acting as a consumer or for purposes outside its trade, business, craft or profession; marketing communications must make clear their commercial intent, if that is not apparent from the context*. (This rule reflects a prohibited practice from Schedule 20 of the DMCCA. See note in Section 3 for more details).
Section 3 – Misleading advertising	
N/A	Most rules in this section engage the transactional decision test (see Appendix 1). Those rules generally refer to marketing communications “misleading” the consumer.

	<p>Other rules reflect prohibited practices that are considered unfair in all circumstances, and do not therefore require the application of a transactional decision test. Those rules generally state marketing communications “must not” engage in a practice, rather than referring to misleading the consumer. Where a rule does reflect a prohibited practice, either in part or in its entirety, it is marked with an asterisk.</p>
<p>3.3 Marketing communications must not mislead the consumer by omitting material information. They must not mislead by hiding material information or presenting it in an unclear, unintelligible, ambiguous or untimely manner.</p> <p>Material information is information that the consumer needs to make informed decisions in relation to a product. Whether the omission or presentation of material information is likely to mislead the consumer depends on the context, the medium and, if the medium of the marketing communication is constrained by time or space, the measures that the marketer takes to make that information available to the consumer by other means.</p>	<p>3.3 Marketing communications must not omit material information or information required to be included by law. This includes providing such information in a way that is unclear or untimely, or in a way that the consumer is unlikely to see or hear it.</p> <p>Regard will be had to any limitations (e.g. as to time or space) resulting from the means of communication used and steps taken by the marketer to overcome these by providing the information by other means. “Material information” is information that the average consumer needs to take an informed transactional decision (as defined in Appendix 1).</p>
<p>3.4 For marketing communications that quote prices for advertised products, material information [for the purposes of rule 3.3] includes:</p> <p>3.4.1 the main characteristics of the product</p> <p>3.4.2 the identity (for example, a trading name) and geographical</p>	<p>3.4 For marketing communications that quote prices for advertised products, omitting material information (for the purposes of rule 3.3) includes omitting any of the following information, unless it is already apparent from the context:</p> <p>3.4.1 the main characteristics of the product</p>

<p>address of the marketer and any other trader on whose behalf the marketer is acting</p> <p>3.4.3 the price of the advertised product, including taxes, or, if the nature of the product is such that the price cannot be calculated in advance, the manner in which the price is calculated</p> <p>3.4.4 delivery charges</p> <p>3.4.5 the arrangements for payment, delivery, performance or complaint handling, if those differ from the arrangements that consumers are likely to reasonably expect</p> <p>3.4.6 that consumers have the right to withdraw or cancel, if they have that right (see rule 3.55).</p>	<p>3.4.2 the identity (and, if different, trading name) and business address (and, if different, the service address) and any business email address of the marketer and any other trader on whose behalf the marketer is acting</p> <p>3.4.3 the total price of the advertised product, including any fees, taxes or other payments that the consumer will necessarily incur if the consumer purchases the product</p> <p>If, owing to the nature of the product, the whole or any part of the total price cannot be calculated in advance, how the price (or that part of it) will be calculated</p> <p>3.4.4 any freight, delivery, or postal charges, including any taxes, not included in the total price of the product but which the consumer may choose to incur (or where those additional taxes or charges cannot reasonably be calculated in advance, the fact that they may be payable)</p> <p>3.4.5 the arrangements for payment, delivery, performance or complaint handling, if those depart from the marketer's published practice in relation to those arrangements</p> <p>3.4.6 that consumers have the right to withdraw or cancel, if they have that right (see rule 3.56).</p>
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<p>3.5 Marketing communications must not materially mislead by omitting the identity of the marketer.</p> <p>Some marketing communications must include the marketer's identity and contact details. Marketing communications that fall under the Database Practice or Employment sections of the Code must comply with the more detailed rules in those sections.</p> <p>Marketers should note the law requires marketers to identify themselves in some marketing communications. Marketers should take legal advice.</p>	<p>3.5 Marketing communications must not materially mislead by omitting the identity of the marketer.</p> <p>Some marketing communications must include the marketer's identity and contact details. Marketing communications that fall under the Use of Data for Marketing or Employment sections of the Code must comply with the more detailed rules in those sections.</p> <p>Marketers should note the law requires marketers to identify themselves in some marketing communications. Marketers should take legal advice.</p>
<p>3.6 Subjective claims must not mislead the consumer; marketing communications must not imply that expressions of opinion are objective claims.</p>	<p>3.6 Subjective claims must not mislead the consumer; marketing communications must not mislead by implying that expressions of opinion are objective claims.</p>
<p>3.8 Claims for the content of non-fiction publications should not exaggerate the value, accuracy, scientific validity or practical usefulness of the product. Marketers must ensure that claims that have not been independently substantiated but are based merely on the content of a publication do not mislead consumers.</p>	<p>3.8 Claims for the content of non-fiction publications must not mislead by exaggerating the value, accuracy, scientific validity or practical usefulness of the product. Marketers must ensure that claims that have not been independently substantiated but are based merely on the content of a publication do not mislead consumers.</p>
<p>3.9 Marketing communications must state significant limitations and qualifications. Qualifications may clarify</p>	<p>3.9 Marketing communications must not mislead by omitting significant limitations and qualifications. Qualifications may clarify but must not</p>

but must not contradict the claims that they qualify.	mislead by contradicting the claims that they qualify.
3.10 Qualifications must be presented clearly.	3.10 Qualifications must not mislead by not being presented clearly.
3.13 Marketing communications must not suggest that their claims are universally accepted if a significant division of informed or scientific opinion exists.	3.13 Marketing communications must not mislead by suggesting that their claims are universally accepted if a significant division of informed or scientific opinion exists.
3.15 Marketing communications must not explicitly claim that the advertiser's job or livelihood is in jeopardy if the consumer does not buy the advertised product.	3.15 Marketing communications must not explicitly claim that the advertiser's job or livelihood is at risk if the consumer does not buy the advertised product*.
3.20 Marketing communications that state prices must also state applicable delivery, freight or postal charges or, if those cannot reasonably be calculated in advance, state that such charges are payable.	3.20 Marketing communications that state prices must also state any optional delivery, freight or postal charges, including any taxes, or, if those cannot reasonably be calculated in advance, state that such charges are payable. See rule 3.4.
3.21 If the price of one product depends on another, marketing communications must make clear the extent of the commitment the consumer must make to obtain the advertised price.	3.21 If the price of one product depends on another, marketing communications must not mislead by failing to make clear the extent of the commitment the consumer must make to obtain the advertised price.
3.22 Price claims such as "up to" and "from" must not exaggerate the availability or amount of benefits likely to be obtained by the consumer.	3.22 Price claims such as "up to" and "from" must not mislead by exaggerating the availability or amount of benefits likely to be obtained by the consumer.
Principle	3.23 Marketing communications must not describe a product as "free", "gratis", "without charge" or similar if the

<p>Marketing communications must not describe a product as "free", "gratis", "without charge" or similar if the consumer has to pay anything other than the unavoidable cost of responding and collecting or paying for delivery of the item.</p> <p>3.23 Marketing communications must make clear the extent of the commitment the consumer must make to take advantage of a "free" offer.</p> <p>3.24 Marketing communications must not describe items as "free" if:</p> <p>3.24.1 the consumer has to pay packing, packaging, handling or administration charges for the "free" product</p> <p>3.24.2 the cost of response, including the price of a product that the consumer must buy to take advantage of the offer, has been increased, except where the increase results from factors that are unrelated to the cost of the promotion, or</p> <p>3.24.3 the quality of the product that the consumer must buy has been reduced.</p> <p>CAP and BCAP have published joint guidance on the use of "free".</p> <p>3.25 Marketers must not describe an element of a package as "free" if that element is included in the package price unless consumers are likely to regard it as an additional benefit because it has recently been added to the package without increasing its price.</p> <p>3.26 Marketers must not use the term "free trial" to describe "satisfaction or your money back" offers or offers for which a non-refundable purchase is required.</p>	<p>consumer has to pay anything other than the unavoidable cost of responding and collecting or paying for delivery of the item*,</p> <p>including if:</p> <p>3.23.1 the consumer has to pay packing, packaging, handling or administration charges for the "free" product</p> <p>3.23.2 the cost of response, including the price of a product that the consumer must buy to take advantage of the offer, has been increased, except where the increase results from factors that are unrelated to the cost of the promotion, or</p> <p>3.23.3 the quality of the product that the consumer must buy has been reduced.</p> <p>CAP and BCAP have published joint guidance on the use of "free".</p> <p>3.24 Marketing communications must make clear the extent of the commitment the consumer must make to take advantage of a "free" offer.</p> <p>3.25 Marketers must not describe an element of a package as "free" if that element is included in the package price unless consumers are likely to regard it as an additional benefit because it has recently been added to the package without increasing its price.</p> <p>3.26 Marketers must not use the term "free trial" to describe "satisfaction or your money back" offers or offers for which a non-refundable purchase is required.</p>
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<p>3.27 Marketers must make a reasonable estimate of demand for advertised products.</p> <p>3.28 Marketing communications that quote a price for a featured product must state any reasonable grounds the marketer has for believing that it might not be able to supply the advertised (or an equivalent) product at the advertised price within a reasonable period and in reasonable quantities. In particular:</p> <p>3.28.1 if estimated demand exceeds supply, marketing communications must make clear that stock is limited</p> <p>3.28.2 if the marketer does not intend to fulfil orders, for example, because the purpose of the marketing communication is to assess potential demand, the marketing communication must make that clear</p> <p>3.28.3 marketing communications must not mislead consumers by omitting restrictions on the availability of products; for example, geographical restrictions or age limits.</p> <p>3.29 Marketers must monitor stocks. If a product becomes unavailable, marketers must, whenever possible, withdraw or amend marketing communications that feature that product.</p>	<p>3.27 Marketers must make a reasonable estimate of demand for advertised products.</p> <p>3.28 Marketing communications that quote a price for a featured product must disclose if the marketer has any reasonable grounds for believing that it will not be possible to supply the advertised (or an equivalent) product at the advertised price within a reasonable period and in reasonable quantities*.</p>
<p>3.31 Marketing communications must not falsely claim that the marketer is about to cease trading or move premises. They must not falsely state that a product, or the terms on which it is offered, will be available only for a very limited time to deprive consumers of the time or opportunity to make an informed choice.</p>	<p>3.30 Marketing communications must not falsely claim that the marketer is about to cease trading or move premises. They must not falsely state that a product, or the terms on which it is offered, will be available only for a limited time to deprive consumers of the time or opportunity to make an informed choice*.</p>

<p>3.32 Marketing communications must not mislead the consumer about market conditions or the possibility of finding the product elsewhere to induce consumers to buy the product at conditions less favourable than normal market conditions.</p>	<p>3.31 Marketing communications must not provide materially inaccurate information on market conditions or the availability of the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions*.</p>
<p>3.34 [Marketing communications that include a comparison with an identifiable competitor] must compare products meeting the same need or intended for the same purpose.</p>	<p>3.33 [Marketing communications that include a comparison with an identifiable competitor] must compare products meeting the same needs or intended for the same purpose.</p>
<p>3.39 Marketing communications that include a price comparison must make the basis of the comparison clear.</p>	<p>3.38 Marketing communications that include a price comparison must not mislead by failing to make the basis of the comparison clear.</p>
<p>3.42 Marketing communications must not discredit or denigrate another product, marketer, trade mark, trade name or other distinguishing mark.</p>	<p>3.41 Marketing communications that include a comparison with an identifiable competitor must not discredit or denigrate another product, marketer, trade mark, trade name or other distinguishing mark.</p>
<p>N/A</p>	<p>The below rules relate to marketing materials under the remit of the CAP Code (see the Scope of the Code). Marketers are advised to seek legal advice on their other obligations in relation to the prohibition on fake consumer reviews.</p> <p>3.44 Marketing communications must not contain fake consumer reviews.</p> <p>“Consumer review” means a review of a product, a trader or any other matter relevant to a transactional decision.</p> <p>A fake consumer review is a consumer review that purports to</p>

	<p>be, but is not, based on a person's genuine experience*.</p> <p>3.45 Marketing communications must make clear where consumer reviews have been incentivised*.</p> <p>3.46 Marketers must not publish consumer reviews, or consumer review information, in a misleading way in marketing communications. Publishing in a misleading way includes (for example):</p> <ul style="list-style-type: none"> • Failing to publish, or removing from publication, negative consumer reviews whilst publishing positive ones (or vice versa) • Giving greater prominence to positive consumer reviews over negative ones (or vice versa) • Omitting information that is relevant to the circumstances in which a consumer review has been written (including that a person has been commissioned to write the review). <p>“Consumer review information” means information that is derived from, or is influenced by, consumer reviews*.</p>
<p>3.50 Marketing communications must not display a trust mark, quality mark or equivalent without the necessary authorisation. Marketing communications must not claim that the marketer (or any other entity referred to), the marketing communication or the advertised product has been approved, endorsed or authorised by any public or other body if it has not or without complying with the terms of the approval, endorsement or authorisation.</p>	<p>3.52 Marketing communications must not display a trust mark, quality mark or equivalent without the necessary authorisation. Marketing communications must not claim that the marketer (or any other entity referred to), the marketing communication or a product has been approved, endorsed or authorised by any public or private body if it has not or without complying with the terms of the approval, endorsement or authorisation*.</p>

<p>3.51 Marketing communications must not falsely claim that the marketer, or other entity referred to in the marketing communication, is a signatory to a code of conduct. They must not falsely claim that a code of conduct has an endorsement from a public or other body.</p>	<p>3.53 Marketing communications must not falsely claim that the marketer, or other entity referred to in the marketing communication, is a signatory to a code of conduct. They must not falsely claim that a code of conduct has an endorsement from a public or private body*.</p>
<p>3.52 Marketing communications must not use the Royal Arms or Emblems without prior permission from the Lord Chamberlain's office.</p> <p>References to a Royal Warrant should be checked with the Royal Warrant Holders' Association.</p>	<p>3.54 Marketing communications must not use the Royal Arms or Emblems in a misleading way that implies due authorisation or approval by a member of the Royal Family where none has been given. If such authorisation or approval is required (which it normally will be), the Lord Chamberlain's office should be contacted in the first instance.</p> <p>References to a Royal Warrant should be checked with the Royal Warrant Holders' Association.</p>
<p>3.54 Marketing communications must make clear each significant limitation to an advertised guarantee (of the type that has implications for a consumer's rights). Marketers must supply the full terms before the consumer is committed to taking up the guarantee.</p>	<p>3.56 Marketing communications must not mislead by omitting significant limitations to an advertised guarantee (of the type that has implications for a consumer's rights). Marketers must supply the full terms before the consumer is committed to taking up the guarantee.</p>

<p>3.56 Marketing communications must not falsely claim or imply that after-sales service is available in an EEA member state in which the advertised product is not sold.</p>	<p>3.58 Marketing communications must not falsely claim or imply that after-sales service is available, including falsely claiming that it is available in, or accessible from, any particular country or location*.</p>
<p>3.57 If a marketing communication in a language other than an official language of the EEA State where the trader is located offers after-sales service but the after-sales service is not available in the language of the marketing communication, the marketer must explain that to the consumer before the contract is concluded</p>	<p>3.59 If a marketing communication offers after-sales service but the after-sales service is not available in the language of the marketing communication, the marketer must explain that to the consumer before the contract is concluded*.</p>
<p>Section 5 - Children</p>	
<p>5.4 Marketing communications addressed to or targeted directly at children:</p> <p>[...]</p> <p>5.4.2 must not include a direct exhortation to children to buy an advertised product or persuade their parents or other adults to buy an advertised product for them.</p>	<p>5.4 Marketing communications:</p> <p>[...]</p> <p>5.4.2 must not include a direct appeal to children to buy an advertised product or persuade their parents or other adults to buy an advertised product for them*.</p> <p>(This rule reflects a prohibited practice from Schedule 20 of the DMCCA. See note in Section 3 for more details).</p>
<p>5.5 Marketing communications that contain a direct exhortation to buy a product via a direct-response mechanism must not be directly targeted at children.</p> <p>Direct-response mechanisms are those that allow consumers to place orders without face-to-face contact with the marketer.</p>	<p>5.5 Marketing communications that contain a direct appeal to buy a product via a direct-response mechanism must not be directly targeted at children. Direct-response mechanisms are those that allow consumers to place orders without face-to-face contact with the marketer.</p>
<p>5.7 Promotions that require a purchase to participate and include a direct</p>	<p>5.7 Promotions that require a purchase to participate and include a direct</p>

<p>exhortation to make a purchase must not be addressed to or targeted at children. See Section 8: Promotional Marketing.</p>	<p>appeal to make a purchase must not be addressed to or targeted at children. See Section 8: Promotional Marketing.</p>
<p>Section 10 – Use of data for marketing</p>	
<p>In considering complaints under these rules, the ASA will have regard to Regulation (EU) 2016/679 (the General Data Protection Regulation, “GDPR”) and the Data Protection Act 2018 in the case of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 in the case of activities relating to electronic communications. Marketers must comply with this legislation and guidance is available from the Information Commissioner's Office. Although the legislation has a wide application, these rules relate only to data used for direct marketing purposes. The rules should be observed in conjunction with the legislation, and do not replace it: in the event of doubt, marketers are urged to seek legal advice.</p>	<p>In considering complaints under these rules, the ASA will have regard to retained Regulation (EU) 2016/679 (the General Data Protection Regulation, “UK GDPR”) and the Data Protection Act 2018 in the case of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 in the case of activities relating to electronic communications. Marketers must comply with this legislation and guidance is available from the Information Commissioner's Office. Although the legislation has a wide application, these rules relate only to data used for direct marketing purposes. The rules should be observed in conjunction with the legislation, and do not replace it: in the event of doubt, marketers are urged to seek legal advice.</p>
<p>These rules do not seek to cover all circumstances. Other narrow grounds for processing or limited exemptions set out in the GDPR may be available to marketers, but if a marketer wishes to rely on them it would need to be able readily to explain how they are applicable.</p>	<p>These rules do not seek to cover all circumstances. Other narrow grounds for processing or limited exemptions set out in UK GDPR may be available to marketers, but if a marketer wishes to rely on them it would need to be able readily to explain how they are applicable.</p>
<p>10.1 Marketers must not make persistent and unwanted marketing communications by telephone, fax, mail, e-mail or other remote media.</p>	<p>10.1 Marketers must not make persistent and unwanted marketing communications by any means*.</p>

	(This rule reflects a prohibited practice from Schedule 20 of the DMCCA. See note in Section 3 for more details).
<p>10.2.6 [At the time of collecting consumers' personal data from them, marketers must provide consumers with the following information (in, for example, a privacy notice), unless the consumer already has it:]</p> <p>where applicable, that the marketer intends to transfer personal data to a recipient in a third country or international organisation. If so, marketers must refer to the existence or absence of an adequacy decision by the European Commission, or to the appropriate or suitable safeguards or binding corporate rules referred to in Article 46 or 47 of the GDPR, or to the compelling legitimate interests under the second subparagraph of Article 49(1) GDPR, and the means to obtain a copy of the transfer mechanisms relied on or where they have been made available</p>	<p>10.2.6 [At the time of collecting consumers' personal data from them, marketers must provide consumers with the following information (in, for example, a privacy notice), unless the consumer already has it:]</p> <p>where applicable, that the marketer intends to transfer personal data to a recipient in a third country or international organisation. If so, marketers must refer to the existence or absence of an adequacy decision by the European Commission, or to the appropriate or suitable safeguards or binding corporate rules referred to in Article 46 or 47 of UK GDPR, or to the compelling legitimate interests under the second subparagraph of Article 49(1) UK GDPR, and the means to obtain a copy of the transfer mechanisms relied on or where they have been made available</p>
<p>10.2.12 the existence of automated decision-making, including profiling producing legal or similarly significant effects on consumers, referred to in Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the consumer.</p>	<p>10.2.12 the existence of automated decision-making, including profiling producing legal or similarly significant effects on consumers, referred to in Article 22(1) and (4) of UK GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the consumer.</p>
Section 11- Environmental claims	
<p>11.1 The basis of environmental claims must be clear. Unqualified claims could</p>	<p>11.1 The basis of environmental claims must be clear. Unqualified claims could</p>

mislead if they omit significant information.	mislead if they omit material information.
Section 12- Medicines, medical devices, health-related products and beauty products	
<p>Definition</p> <p>[...]</p> <p>N/A</p>	<p>Definitions</p> <p>[...]</p> <p>“Disease” includes any injury, ailment or adverse condition, whether of body or mind.</p>
<p>12.1 Objective claims must be backed by evidence, if relevant consisting of trials conducted on people. Substantiation will be assessed on the basis of the available scientific knowledge.</p> <p>Medicinal or medical claims and indications may be made for a medicinal product that is licensed by the MHRA, VMD or under the auspices of the EMA, or for a medical device with the applicable conformity marking. A medicinal claim is a claim that a product or its constituent(s) can be used with a view to making a medical diagnosis or can treat or prevent disease, including an injury, ailment or adverse condition, whether of body or mind, in human beings.</p> <p>[...]</p>	<p>12.1 Objective claims must be backed by evidence, if relevant consisting of trials conducted on people. Substantiation will be assessed on the basis of the available scientific knowledge.</p> <p>Medicinal or medical claims and indications may be made for a medicinal product that is licensed by the MHRA, VMD or under the auspices of the EMA, or for a medical device with the applicable conformity marking. A medicinal claim is a claim that a product or its constituent(s) can be used with a view to making a medical diagnosis or can treat or prevent disease in human beings.</p> <p>[...]</p>
<p>12.6 Marketers should not falsely claim that a product is able to cure illness, dysfunction or malformations.</p>	<p>12.6 Marketers should not falsely claim that a product is able to prevent or treat disease or a malformation; restore, correct or modify a physiological function; or modify a person’s appearance*.</p> <p>(This rule reflects a prohibited practice from Schedule 20 of the DMCCA. See note in Section 3 for more details).</p>

How the system works	
<p>The law</p> <p>Marketers, agencies and publishers have primary responsibility for ensuring that everything they do is legal. Since the Code was first published, the number of laws designed to protect consumers has greatly increased. More than 200 UK statutes, orders and regulations as well as several directly effective European laws affect marketing communications here (see www.asa.org.uk or www.cap.org.uk for a non-exhaustive list). The ASA maintains a rapport with those responsible for initiating or administering any law that has a bearing on marketing communications. The system is reinforced by the legal backup provided for the work of the ASA by the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008 (see Scope of the Code).</p>	<p>The law</p> <p>Marketers, agencies and publishers have primary responsibility for ensuring that everything they do is legal. Since the Code was first published, the number of laws designed to protect consumers has greatly increased. More than 200 statutes, orders and regulations affect marketing communications here (see www.asa.org.uk or www.cap.org.uk for a non-exhaustive list). The ASA maintains a rapport with those responsible for initiating or administering any law that has a bearing on marketing communications. The system is reinforced by the legal backup provided for the work of the ASA by the Digital Markets Competition and Consumers Act 2024 and the Business Protection from Misleading Marketing Regulations 2008 (see Scope of the Code).</p>
<p>The self-regulatory system is recognised by the Government, Trading Standards and the Courts as one of the "established means" of consumer protection in non-broadcast marketing communications. If certain types of marketing communication, including those that are misleading or contain an impermissible comparison, continue to appear after the ASA Council has ruled against them, the ASA can refer the matter to Trading Standards for action under the Consumer Protection from Unfair Trading Regulations 2008 or the Business Protection from Misleading Marketing Regulations 2008. Trading Standards can seek an undertaking that the marketing communication will be stopped from anyone responsible for commissioning, preparing or</p>	<p>The self-regulatory system is recognised by the Government, the Competition and Markets Authority (CMA), Trading Standards and the Courts as one of the "established means" of consumer protection in non-broadcast marketing communications. If certain types of marketing communication, including those that are misleading or contain an impermissible comparison, continue to appear after the ASA Council has ruled against them, the ASA can refer the matter to Trading Standards for action under the Digital Markets, Competition and Consumers Act 2024 or the Business Protection from Misleading Marketing Regulations 2008. Trading Standards can seek an undertaking that the marketing communication will be stopped from anyone responsible for</p>

<p>disseminating it. If that is not given or is not honoured, Trading Standards can seek an injunction from the Court to prevent its further appearance. Anyone not complying can be found to be in contempt of court and is liable to be penalised.</p> <p>The ASA and CAP maintain a rapport with Trading Standards and with other bodies that have a responsibility for creating, administering or enforcing laws that have a bearing on marketing communications. If necessary, they may notify those bodies of non-compliant marketers and work with them to ensure that unacceptable marketing communications are amended, withdrawn or stopped.</p> <p>"Qualified entities" such as Trading Standards Authorities can use the Enterprise Act 2002 Part 8 to enforce consumer protection laws, including the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008. Those regulations provide that, before taking action, qualified entities should have regard to the desirability of encouraging control by the "established means".</p>	<p>commissioning, preparing or disseminating it. If that is not given or is not honoured, Trading Standards can seek an injunction from the Court to prevent its further appearance. Anyone not complying can be found to be in contempt of court and is liable to be penalised.</p> <p>The ASA and CAP maintain a rapport with Trading Standards and with other bodies that have a responsibility for creating, administering or enforcing laws that have a bearing on marketing communications. If necessary, they may notify those bodies of non-compliant marketers and work with them to ensure that unacceptable marketing communications are amended, withdrawn or stopped.</p> <p>The CMA, Trading Standards Authorities and other enforcement bodies have powers to enforce consumer protection laws, including under the Digital Markets Competition and Consumers Act 2024, and the Business Protection from Misleading Marketing Regulations 2008. Both the Act and the Regulations provide that, before taking action, qualified entities should have regard to the desirability of encouraging control by the "established means".</p>
<p>The ASA and CAP work closely with CAP trade associations and professional bodies, Trading Standards officers, Government departments, the OFT and other UK regulators, EASA and overseas SROs and statutory authorities to stop unacceptable marketing communications, especially misleading or offensive mailings sent direct to UK consumers from overseas. That work has achieved some success but the ASA, CAP and other authorities, whether statutory or self-regulatory, experience difficulties in enforcing the Code and laws against companies</p>	<p>The ASA and CAP work closely with CAP trade associations and professional bodies, Trading Standards officers, Government departments, the CMA and other UK regulators, EASA and overseas SROs and statutory authorities to stop unacceptable marketing communications, especially misleading or offensive mailings sent direct to UK consumers from overseas. That work has achieved some success but the ASA, CAP and other authorities, whether statutory or self-regulatory, experience difficulties in enforcing the Code and laws against companies</p>

<p>based overseas. "Qualified entities" can, however, act to ensure compliance with Directive 2005/29/EC "concerning unfair business-to-consumer commercial practices in the internal market" throughout the European Union.</p>	<p>based overseas. Statutory authorities can, however, act to ensure compliance with Directive 2005/29/EC concerning unfair business-to-consumer commercial practices in the internal market throughout the European Union.</p>
<p>Appendix 1</p>	
<p>Consumers</p> <p>[...]</p> <p>If it is directed to a particular audience group, the marketing communication will be considered from the point of view of the average member of that group.</p> <p>If it is likely to affect the economic behaviour only of a clearly identifiable group of people who are especially vulnerable, in a way that the advertiser could reasonably foresee, because of mental or physical infirmity, age or credulity, the marketing communication will be considered from the point of view of the average member of the affected group.</p>	<p>Consumers</p> <p>[...]</p> <p>The average consumer is to be treated as not knowing information in relation to a commercial practice where such information has been concealed by the trader (even if the average consumer might know the information from another source).</p> <p>[...]</p> <p>If it is likely to affect the economic behaviour of a group of people who are particularly vulnerable, in a way that the advertiser could reasonably be expected to foresee, because of mental or physical health, age, credulity, or the circumstances that group of people are in, the marketing communication will also be considered from the point of view of the average member of the affected group.</p>
<p>Marketing communications are unfair if they</p> <p>are contrary to the requirements of professional diligence and</p> <p>are likely to materially distort the economic behaviour of consumers in relation to the advertised goods or services.</p>	<p>Unfair marketing communications</p> <p>Marketing communications are unfair if they:</p> <ul style="list-style-type: none"> • are likely to cause the average consumer to take a transactional decision that the consumer would not have taken otherwise, as a result of a practice involving one or more of the following: <ul style="list-style-type: none"> ○ a misleading action

<p>"Professional diligence" is the standard of special skill and care that a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and the general principle of good faith in the trader's field of activity.</p>	<ul style="list-style-type: none"> ○ a misleading omission ○ an aggressive practice ○ a contravention of the requirements of professional diligence <ul style="list-style-type: none"> ● omit material information from an invitation to purchase ● involve a practice prohibited in all circumstances under the DMCCA <p>"Professional diligence" is the standard of skill and care that a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice or the general principle of good faith in the trader's field of activity.</p> <p>An "invitation to purchase" is a commercial practice involving the provision of information to a consumer which indicates the characteristics of a product and its price, and which enables, or purports to enable, the consumer to decide whether to purchase the product or take another transactional decision in relation to the product.</p>
<p>A "transactional decision" is any decision taken by a consumer, whether it is to act or not act, about whether, how and on what terms to buy, pay in whole or in part for, retain or dispose of a product or whether, how and on what terms to exercise a contractual right in relation to a product.</p>	<p>A "transactional decision" is any decision made by a consumer relating to the purchase or supply of a product (including whether, how or on what terms to make the purchase or supply); the retention, disposal or withdrawal of a product (including whether, how or on what terms to retain or dispose of it); or the exercise of contractual rights in relation to a product (including whether, how or on what terms to exercise such rights).</p>
<p>Marketing communications are aggressive if, taking all circumstances into account, they are likely to significantly impair the average consumer's freedom of choice through harassment, coercion or undue influence and are therefore likely to</p>	<p>Marketing communications are aggressive if they use harassment, coercion or undue influence.</p>

cause consumers to take transactional decisions they would not otherwise have taken.	
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BCAP Code	
Section 3 – Misleading advertising	
The ASA may take the Consumer Protection from Unfair Trading Regulations 2008 into account when it rules on complaints about advertisements that are alleged to be misleading. See Appendix 1 for more information about those Regulations.	The ASA will take Chapter 1 of Part 4 of the Digital Markets, Competition and Consumers Act 2024 into account when it rules on complaints about advertisements that are alleged to be misleading. See Appendix 3 for more information about the Act.
N/A	<p>Most rules in this section engage the transactional decision test (see Appendix 3). Those rules generally refer to marketing communications “misleading” the consumer.</p> <p>Other rules reflect prohibited practices that are considered unfair in all circumstances, and do not therefore require the application of a transactional decision test. Those rules generally state marketing communications “must not” engage in a practice, rather than referring to misleading the consumer. Where a rule does reflect a prohibited practice, either in part or in its entirety, it is marked with an asterisk.</p>
<p>3.2 Advertisements must not mislead consumers by omitting material information. They must not mislead by hiding material information or presenting it in an unclear, unintelligible, ambiguous or untimely manner.</p> <p>Material information is information that consumers need in context to make informed decisions about whether or how to buy a product or service. Whether the omission or presentation of material information is likely to mislead consumers depends on the context, the medium and, if the medium of the advertisement is constrained by time or</p>	<p>3.2 Advertisements must not omit material information or information required to be included by law. This includes providing such information in a way that is unclear or untimely, or in a way that the consumer is unlikely to see or hear it.</p> <p>Regard will be had to any limitations (e.g. as to time or space) resulting from the means of communication used and steps taken by the marketer to overcome these by providing the information by other means. “Material information” is information that the average consumer needs to take an</p>

<p>space, the measures that the advertiser takes to make that information available to consumers by other means.</p>	<p>informed transactional decision (as defined in Appendix 3).</p>
<p>3.3 For advertisements that quote prices for an advertised product or service, material information [for the purposes of rule 3.2] includes:</p> <p>3.3.1 the main characteristics of the product or service</p> <p>3.3.2 the identity (for example, a trading name) and geographical address of the marketer and any other trader on whose behalf the advertiser is acting</p> <p>3.3.3 the price of the advertised product or service, including taxes, or, if the nature of the product or service is such that the price cannot be calculated in advance, the manner in which the price is calculated</p> <p>3.3.4 delivery charges</p> <p>3.3.5 the arrangements for payment, delivery, performance or complaint handling, if those differ from the arrangements that consumers are likely to reasonably expect</p> <p>3.3.6 that consumers have the right to withdraw or cancel, if they have that right.</p>	<p>3.3 For advertisements that quote prices for advertised products or services, omitting material information (for the purposes of rule 3.2) includes omitting any of the following information, unless it is already apparent from the context:</p> <p>3.3.1 the main characteristics of the product or service</p> <p>3.3.2 the identity (and, if different, trading name) and business address (and, if different, the service address) and any business email address of the advertiser and any other trader on whose behalf the advertiser is acting</p> <p>3.3.3 the total price of the advertised product, including any fees, taxes, charges or other payments that the consumer will necessarily incur if the consumer purchases the product</p> <p>If, owing to the nature of the product, the whole or any part of the total price cannot be calculated in advance, how the price (or that part of it) will be calculated</p> <p>3.3.4 any freight, delivery, or postal charges, including any taxes, not included in the total price of the product but which the consumer may choose to incur (or where those additional taxes or charges cannot reasonably be calculated in advance, the fact that they may be payable)</p> <p>3.3.5 the arrangements for payment, delivery, performance or complaint handling, if those</p>

	<p>depart from the advertiser's published practice in relation to those arrangements</p> <p>3.3.6 that consumers have the right to withdraw or cancel, if they have that right.</p>
3.5 Subjective claims must not mislead the audience; advertisements must not imply that expressions of opinion are objective claims.	3.5 Subjective claims must not mislead the audience; advertisements must not mislead by implying that expressions of opinion are objective claims.
<p>3.6 Advertisements must not mislead by omitting the identity of the advertiser.</p> <p>Advertisers should note the law requires advertisers to identify themselves in some advertisements. Advertisers should take legal advice.</p>	<p>3.6 Advertisements must not materially mislead by omitting the identity of the advertiser.</p> <p>Advertisers should note the law requires advertisers to identify themselves in some advertisements. Advertisers should take legal advice.</p>
3.7 Advertisements must not falsely imply that the advertiser is acting as a consumer or for purposes outside its trade, business, craft or profession. Advertisements must make clear their commercial intent, if that is not obvious from the context.	3.7 Advertisements must not falsely imply that the advertiser is acting as a consumer or for purposes outside its trade, business, craft or profession*. Advertisements must make clear their commercial intent, if that is not apparent from the context.
3.10 Advertisements must state significant limitations and qualifications. Qualifications may clarify but must not contradict the claims that they qualify.	3.10 Advertisements must not mislead by omitting significant limitations and qualifications. Qualifications may clarify but must not mislead by contradicting the claims that they qualify.
3.11 Qualifications must be presented clearly.	3.11 Qualifications must not mislead by not being presented clearly.
3.14 Advertisements must not suggest that their claims are universally	3.14 Advertisements must not mislead by suggesting that their claims are universally accepted if a significant

accepted if a significant division of informed or scientific opinion exists.	division of informed or scientific opinion exists.
3.17 Advertisements must not explicitly claim that the advertiser's job or livelihood is in jeopardy if consumers do not buy the advertised product or service.	3.17 Advertisements must not explicitly claim that the advertiser's job or livelihood is at risk if consumers do not buy the advertised product or service*.
3.22 Advertisements that state prices must also state applicable delivery, freight or postal charges or, if those cannot reasonably be calculated in advance, state that such charges are payable.	3.22 Advertisements that state prices must also state any optional delivery, freight or postal charges, including any taxes, or, if those cannot reasonably be calculated in advance, state that such charges are payable. See rule 3.3.
3.23 If the price of one product or service depends on another, advertisements must make clear the extent of the commitment consumers must make to obtain the advertised price.	3.23 If the price of one product or service depends on another, advertisements must not mislead by failing to make clear the extent of the commitment consumers must make to obtain the advertised price.
3.24 Price claims such as "up to" and "from" must not exaggerate the availability or amount of benefits likely to be obtained by consumers.	3.24 Price claims such as "up to" and "from" must not mislead by exaggerating the availability or amount of benefits likely to be obtained by consumers.
<p>Principle</p> <p>Advertisements must not describe a product or service as "free", "gratis", "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 item.</p> <p>3.25 Advertisements must make clear the extent of the commitment consumers must make to take</p>	<p>3.25 Advertisements must not describe a product or service as "free", "gratis", "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 item*, including if:</p> <p>3.25.1</p> <p>consumers have to pay for packing, packaging, handling or</p>

<p>advantage of a "free" offer. Advertisements must not describe items as "free" if:</p> <p>3.25.1 consumers have to pay for packing, packaging, handling or administration of the "free" product or service</p> <p>3.25.2 the cost of response, including the price of a product or service that consumers must buy to take advantage of the offer, has been increased, except where the increase results from factors that are unrelated to the cost of the promotion</p> <p>3.25.3 the quality of the product or service that consumers must buy has been reduced.</p> <p>3.26 Advertisements must not describe an element of a package as "free" if that element is included in the package price, unless consumers are likely to regard it as an additional benefit because it has recently been added to the package without increasing its price.</p> <p>3.27 Advertisements must not use the term "free trial" to describe a "satisfaction or your money back" offer or an offer for which a non-refundable purchase is required.</p> <p>BCAP and CAP have published joint guidance on the use of "free".</p> <p>3.27 Advertisers must not use the term "free trial" to describe "satisfaction or your money back" offers or offers for which a non-refundable purchase is required.</p>	<p>administration of the "free" product or service</p> <p>3.25.2</p> <p>the cost of response, including the price of a product or service that consumers must buy to take advantage of the offer, has been increased, except where the increase results from factors that are unrelated to the cost of the promotion</p> <p>3.25.3</p> <p>the quality of the product or service that consumers must buy has been reduced.</p> <p>3.26 Advertisements must make clear the extent of the commitment consumers must make to take advantage of a "free" offer.</p> <p>3.27 Advertisements must not describe an element of a package as "free" if that element is included in the package price, unless consumers are likely to regard it as an additional benefit because it has recently been added to the package without increasing its price.</p> <p>3.28 Advertisers must not use the term "free trial" to describe "satisfaction or your money back" offers or offers for which a non-refundable purchase is required.</p>
<p>3.28 Broadcasters must be satisfied that advertisers have made a reasonable estimate of demand.</p>	<p>3.29 Broadcasters must be satisfied that advertisers have made a reasonable estimate of demand.</p>

<p>3.29 Advertisements that quote prices for featured products must state any reasonable grounds the advertisers have for believing that they might not be able to supply the advertised (or an equivalent) product at the advertised price, within a reasonable period and in reasonable quantities. In particular:</p> <p>3.29.1 if estimated demand exceeds supply, advertisements must make clear that stock is limited</p> <p>3.29.2 if the advertiser does not intend to fulfil orders, because the purpose of the advertisement is to assess potential demand, the advertisement must make that clear</p> <p>3.29.3 advertisements must not mislead consumers by omitting restrictions on the availability of products; for example, geographical restrictions or age limits.</p>	<p>3.30 Advertisements that quote prices for featured products must disclose if the advertiser has any reasonable grounds for believing that it will not be possible to supply the advertised (or an equivalent) product at the advertised price, within a reasonable period and in reasonable quantities*.</p>
<p>3.31 Advertisements must not falsely claim that the advertiser is about to stop trading or move premises. They must not falsely state that a product or service, or the terms on which it is offered, will be available only for a very limited time to deprive consumers of the time or opportunity to make an informed choice.</p>	<p>3.32 Advertisements must not falsely claim that the advertiser is about to stop trading or move premises. They must not falsely state that a product or service, or the terms on which it is offered, will be available only for a limited time to deprive consumers of the time or opportunity to make an informed choice*.</p>
<p>3.32 Advertisements must not mislead consumers about market conditions or the possibility of finding the product or service elsewhere to induce consumers to buy the product or service at conditions less favourable than normal market conditions.</p>	<p>3.33 Advertisements must not provide materially inaccurate information on market conditions or the availability of the product or service with the intention of inducing consumers to acquire the product or service at conditions less favourable than normal market conditions*.</p>

<p>3.34</p> <p>Advertisements must compare products or services meeting the same need or intended for the same purpose</p>	<p>3.35</p> <p>Advertisements must compare products or services meeting the same needs or intended for the same purpose.</p>
<p>3.39 Advertisements that include a price comparison must make the basis of the comparison clear.</p>	<p>3.40 Advertisements that include a price comparison must not mislead by failing to make the basis of the comparison clear.</p>
<p>3.42 Advertisements must not discredit or denigrate another product, advertiser or advertisement or a trade mark, trade name or other distinguishing mark.</p>	<p>3.43 Advertisements that include a comparison with an identifiable competitor must not discredit or denigrate another product, advertiser or advertisement or a trade mark, trade name or other distinguishing mark.</p>
<p>N/A</p>	<p>The below rules relate to advertisements under the remit of the BCAP Code (see Introduction). Advertisers are advised to seek legal advice on other obligations in relation to the prohibition on fake consumer reviews.</p> <p>3.46 Advertisements must not contain fake consumer reviews.</p> <p>“Consumer review” means a review of a product, a trader or any other matter relevant to a transactional decision.</p> <p>A fake consumer review is a consumer review that purports to be, but is not, based on a person’s genuine experience*.</p> <p>3.47 Advertisements must make clear where consumer reviews have been incentivised*.</p> <p>3.48 Advertisers must not publish consumer reviews, or consumer review information, in a misleading way in advertisements. Publishing in</p>

	<p>a misleading way includes (for example):</p> <ul style="list-style-type: none"> • Failing to publish, or removing from publication, negative consumer reviews whilst publishing positive ones (or vice versa) • Giving greater prominence to positive consumer reviews over negative ones (or vice versa) • Omitting information that is relevant to the circumstances in which a consumer review has been written (including that a person has been commissioned to write the review). <p>“Consumer review information” means information that is derived from, or is influenced by, consumer reviews*.</p>
<p>3.47 Advertisements must not display a trust mark, quality mark or equivalent without the necessary authorisation. Advertisements must not claim that the advertiser (or any other entity referred to in the advertisement), the advertisement or the advertised product or service has been approved, endorsed or authorised by any person or body if it has not or without complying with the terms of the approval, endorsement or authorisation.</p>	<p>3.51 Advertisements must not display a trust mark, quality mark or equivalent without the necessary authorisation. Advertisements must not claim that the advertiser (or any other entity referred to in the advertisement), the advertisement or a product or service has been approved, endorsed or authorised by any public or private body if it has not or without complying with the terms of the approval, endorsement or authorisation*.</p>
<p>3.48 Advertisements must not falsely claim that the advertiser, or other entity referred to in the advertisement, is a signatory to a code of conduct. Advertisements must not falsely claim that a code of conduct has an endorsement from a public or other body.</p>	<p>3.52 Advertisements must not falsely claim that the advertiser, or other entity referred to in the advertisement, is a signatory to a code of conduct. Advertisements must not falsely claim that a code of conduct has an endorsement from a public or private body*.</p>

3.50 Advertisements must make clear each significant limitation to an advertised guarantee (of the type that has implications for a consumer's rights). Broadcasters must be satisfied that the advertiser will supply the full terms of the guarantee before the consumer is committed to taking it up.	3.54 Advertisements must not mislead by omitting significant limitations to an advertised guarantee (of the type that has implications for a consumer's rights). Broadcasters must be satisfied that the advertiser will supply the full terms of the guarantee before the consumer is committed to taking it up.
3.52 Advertisements must not falsely claim or imply that after-sales service is available in an EEA member state in which the advertised product or service is not sold.	3.56 Advertisements must not falsely claim or imply that after-sales service is available, including falsely claiming that it is available in, or accessible from, any particular country or location*.
3.53 If an advertisement in a language other than an official language of the EEA State where the trader is located offers after-sales service but the after-sales service is not available in the language of the advertisement, broadcasters must be satisfied that the advertiser will explain that to consumers before a contract is concluded.	3.57 If an advertisement offers after-sales service but the after-sales service is not available in the language of the advertisement, broadcasters must be satisfied that the advertiser will explain that to consumers before a contract is concluded*.
Section 5 - Children	
5.9 Advertisements must not include a direct exhortation to children to buy or hire a product or service or to persuade their parents, guardians or other persons to buy or hire a product or service for them.	5.9 Advertisements must not include a direct appeal to children to buy or hire a product or service or to persuade their parents, guardians or other persons to buy or hire a product or service for them*. (This rule reflects a prohibited practice from Schedule 20 of the DMCCA. See note in Section 3 for more details).
5.14 Promotions that require a purchase to participate and include a direct exhortation to make a purchase must not be targeted directly at children. Advertisements for promotions directly	5.14 Promotions that require a purchase to participate and include a direct appeal to make a purchase must not be targeted directly at children. Advertisements for promotions directly

targeted at children should comply with Section 28: Competitions.	targeted at children should comply with Section 28: Competitions.
Section 9 – Environmental claims	
9.2 The basis of environmental claims must be clear. Unqualified claims could mislead if they omit significant information.	9.2 The basis of environmental claims must be clear. Unqualified claims could mislead if they omit material information.
Section 11 – Medicines	
Definition [...] N/A	Definitions [...] “Disease” includes any injury, ailment or adverse condition, whether of body or mind.
11.4 Medicinal or medical claims and indications may be made for a medicinal product that is licensed by the MHRA, the VMD or under the auspices of the EMA, or for a medical device with the applicable conformity marking. A medicinal claim is a claim that a product or its constituent(s) can be used with a view to making a medical diagnosis or can treat or prevent disease, including an injury, ailment or adverse condition, whether of body or mind, in human beings. [...]	11.4 Medicinal or medical claims and indications may be made for a medicinal product that is licensed by the MHRA, the VMD or under the auspices of the EMA, or for a medical device with the applicable conformity marking. A medicinal claim is a claim that a product or its constituent(s) can be used with a view to making a medical diagnosis or can treat or prevent disease in human beings. [...]
11.15 Unless allowed by a product licence, words, phrases or illustrations that claim or imply the cure of an ailment, illness, disease or addiction, as distinct from the relief of its symptoms, are unacceptable.	11.15 Advertisements should not falsely claim that a product is able to prevent or treat disease or a malformation; restore, correct or modify a physiological function; or modify a person’s appearance*. (This rule reflects a prohibited practice from Schedule 20 of the DMCCA. See note in Section 3 for more details).

Appendix 3

<p>If an advertisement is likely to affect the economic behaviour only of an identifiable group of people who are especially vulnerable, in a way that the advertiser could reasonably foresee, because of for example, mental or physical infirmity, age or credulity, the advertisement will be considered from the point of view of the average member of the affected group.</p>	<p>The average consumer is to be treated as not knowing information in relation to a commercial practice where such information has been concealed by the trader (even if the average consumer might know the information from another source).</p> <p>[...]</p> <p>If an advertisement is likely to affect the economic behaviour of an identifiable group of people who are particularly vulnerable, in a way that the advertiser could reasonably be expected to foresee, because of for example, mental or physical health, age, credulity, or the circumstances that group of people is in, the advertisement will also be considered from the point of view of the average member of the affected group.</p>
<p>"Transactional decisions" are consumers' decisions about whether to buy, pay for, exercise contractual rights in relation to, keep or dispose of goods or services. They include decisions to act and decisions not to act.</p>	<p>A "transactional decision" is any decision made by a consumer relating to the purchase or supply of a product (including whether, how or on what terms to make the purchase or supply); the retention, disposal or withdrawal of a product (including whether, how or on what terms to retain or dispose of it); or the exercise of contractual rights in relation to a product (including whether, how or on what terms to exercise such rights).</p>
<p>Advertisements are aggressive if, taking all circumstances into account, they are likely to significantly impair the average consumer's freedom of choice through harassment, coercion or undue influence and</p>	<p>Advertisements are aggressive if they use harassment, coercion or undue influence.</p>

<p>are likely to cause consumers to take transactional decisions they would not otherwise have taken.</p>	
<p>Advertisements are unfair if they</p> <ul style="list-style-type: none"> • are contrary to the requirements of professional diligence and • are likely to materially distort the economic behaviour of consumers in relation to the advertised goods or services. 	<p>Advertisements are unfair if they</p> <ul style="list-style-type: none"> • are likely to cause the average consumer to take a transactional decision that the consumer would not have taken otherwise, as a result of a practice involving one or more of the following: <ul style="list-style-type: none"> ○ a misleading action ○ a misleading omission ○ an aggressive practice ○ a contravention of the requirements of professional diligence • omit material information from an invitation to purchase • involve a practice prohibited in all circumstances under the DMCCA <p>"Professional diligence" is the standard of skill and care that a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice or the general principle of good faith in the trader's field of activity.</p> <p>An "invitation to purchase" is a commercial practice involving the provision of information to a consumer which indicates the characteristics of a product and its price, and which enables, or purports to enable, the consumer to decide whether to purchase the product or take another transactional decision in relation to the product.</p>

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