



# BRAZIL

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## Country Report

**BRAZIL**

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**Veirano & Advogados Associados**

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<b>1. Case Report:</b>	Brazilian Self-Regulation Advertising Council vs. Agência de Segurança Ltda.
<b>Topic:</b>	Firearms
<b>Where:</b>	Brazilian Self-Regulation Advertising Council
<b>When:</b>	1995
<b>What happened:</b>	<p>The following advertisement of firearm training has been published in a Brazilian newspaper: “defend yourself! learn how to shoot! have a firearm with you! be prepared for the danger!”.</p> <p>Considering that the advertising of firearm must evidence that use of the product requires training and emotional equilibrium, the Brazilian Advertising Self-Regulation Council filed a complaint against Agência de Segurança Ltda., which has not been responded.</p> <p>The Counsellor recommended the media to suspend the publication of the advertisement in view of the fact it shows a dramatic situation and makes use of news to induce the consumer to the conviction that the product is the only defense within his/her reach.</p>
<b>Comment:</b>	<p>According to the terms of the Brazilian Advertising Self-Regulation Code, the advertising of firearms for civil use must make clear that acquisition of the product depends on registration granted by competent authority.</p> <p>Moreover, the advertising of firearms cannot be emotional. On the other hand, the advertisement would have to emphasize that the use of the product requires training and emotional equilibrium and would have to recommend its maintenance in safe places, out of reach of third parties.</p>

<b>2. Case Report:</b>	Ceras Johnson Ltda. vs. Clorox Ltda.
<b>Topic:</b>	Insecticide
<b>Where:</b>	Brazilian Self-Regulation Advertising Council
<b>When:</b>	January 2002
<b>What happened:</b>	<p>The Company Ceras Johnson Ltda. filed a complaint with the Brazilian Self-Regulation Council against the advertisement produced by Clorox Ltda. to publish its insecticide SBP.</p> <p>Ceras Johnson Ltda. reasoned its arguments on the grounds that the advertisement contradicts the principle of fair competition and induce the consumer to use domestic insecticide in such a way that injures human's health and security.</p> <p>In the TV advertisement, while a baby is sleeping it is injured by a mosquito and his mother seems to asperge insecticide in the baby's bedroom.</p> <p>However, according to the security rules to spray with insecticide, the presence of any person is forbidden while the insecticide is being used, especially a newborn baby. The TV advertisement informs in small letters that the product can not be used in the presence of persons or animals.</p> <p>Clorox alleges that the scene of the lady asperging the insecticide did not take place in the baby's bedroom. In addition, Clorox emphasizes that the packing gives instructions regarding the use of the insecticide.</p> <p>However, the Counsellor recommended the media to suspend the publication of the advertisement, in view of the fact that the information regarding the use of the product is illegible.</p>
<b>Comment:</b>	It is important to point out that Law No. 8,078/90, which provides for consumer protection, establishes that the offer and presentation of products must ensure correct, clear, accurate and ostensive information in Portuguese on the hazards that they may cause to consumers health and safety.

<b>3. Case Report:</b>	Brazilian Advertising Self-Regulation Council vs. Casas Bahia and Newcomm
<b>Topic:</b>	Product's price

<b>Who:</b>	Casas Bahia
<b>When:</b>	March 2002
<b>Where:</b>	Brazilian Self-Regulation Advertising Council
<b>What Happened:</b>	<p>Casas Bahia offered in the newspapers published in <b>February</b> the possibility of buying products in installments, being the first installment payable in <b>May</b> only. However, the advertisement stated that the second installment would have to be settled sixty days after the day the product was bought, i.e., approximately thirty days <b>before</b> the first installment is due.</p> <p>Casas Bahia alleged that the advertisement does not mislead the consumer into confusion because all information regarding the payment procedure is written in legible letter so as to guide the consumer.</p> <p>Newcomm, in its turn, in a separate petition, recognized that the way the advertisement is presented to the consumer is unacceptable.</p> <p>The Counsellor recommended the media to suspend the publication of the advertisement in the newspaper.</p>
<b>Comment:</b>	<p>According to article 1 of the Brazilian Self-Regulation Advertising Code, all advertisement must comply with the laws of the country and also be honest and truthful.</p> <p>In this respect, it is important to say that Law No. 8,078/90 determines that all misleading publicity is prohibited. Any form of publicity information or communication is misleading when it is entirely or partially false or when in any other way, including by omission, it is capable of inducing the consumer to error with respect to the nature, characteristics, quality, quantity, properties, origin, <b>price</b> and any other data regarding the products and services.</p>

<b>4. Case Report:</b>	Embratel S/A vs. Telemar S/A
<b>Topic:</b>	Advertisement expression
<b>Where:</b>	Brazilian Self-Regulation Advertising Council
<b>When:</b>	April 2002
<b>What Happened:</b>	The company Embratel S/A filed a complaint before the Brazilian Self-Regulation Advertising Council against Telemar S/A requesting that the latter cease the use of the expression “100%” in all its advertising materials.

	<p>Embratel reasoned its arguments on the grounds that the referred company has been using the expression “100% Só Embratel” (“100% Only Embratel”) since the year 2000 and that it is the only company that covers the entire Brazilian territory.</p> <p>According to Embratel, the expression “100%” leads the consumer into confusion and does not reflect the reality of the facts since the company Telemar is not authorized to render services within the whole Brazilian territory.</p> <p>Telemar filed a response to the complaint alleging that the expression “100%” means that the company is genuinely Brazilian, i.e., formed by Brazilian capital belonging to Brazilian investors. Telemar has also pointed out the fact that the expression “100%” is of common use in advertisements.</p> <p>The Counsellor recommended the cease of the use of the expression “É Telemar. É 100% Brazil” (“It’s Telemar. It’s 100% Brazil”) because it does not reflect the truth since Telemar does not operate in the entire Brazilian territory. The Counsellor has further recommended that the expression “Telemar 100% Brasileira” (“Telemar 100% Brazilian”) be changed so as to avoid any kind of confusion.</p>
<b>Comment:</b>	<p>The Brazilian Self-Regulation Code, in its article 1, establishes that all advertisement shall be honest and truthful. Therefore, the advertisement shall not exploit the consumer’s lack of knowledge or inexperience.</p>

<b>5. Case Report:</b>	Brazilian Self-Regulation Advertising Council vs. Ford Motors Company Brasil Ltda. and J.W. Thompson
<b>Topic:</b>	Joke
<b>Where:</b>	Self-Regulation Advertising Council (SRAC)
<b>When:</b>	May 2002
<b>What Happened:</b>	<p>A Brazilian consumer filed a complaint with the Brazilian Advertising Self-Regulation Council against a Ford advertisement alleging that it denigrates the image of the medical class.</p> <p>The TV advertisement suggests that a doctor leaves the surgery room to check Ford’s sales offer. The agency that produced the advertisement alleged that the advertisement is so unreal that no one could believe in it.</p> <p>The Counsellor accepted the agency’s arguments stating that the advertisement is to be understood as a joke. Therefore, the complaint has been dismissed.</p>

**Comment:**

The TV advertisement under analysis does not disrespect the dignity of the medical class.