



FINLAND
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Country Report

FINLAND

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1.	
Topic:	Decision of the Market Court: A toy may not be the main message of a commercial regarding a hamburger meal
Who:	Consumer Ombudsman vs. McDonald's
When:	March 2002
What happened:	<p>The Finnish Market Court has prohibited McDonald's from advertising hamburger meals with TV commercials where the main message is a toy instead of the meal. A conditional fine of EUR 50.000 was imposed against McDonald's.</p> <p>The Market Court justified its decision by stating that the commercial had in fact been directed to children (although denied by McDonald's) as they were running between 5 and 9 pm., and as they contained Disney animations. According to the Market Court the purpose of the toys in the commercial was to act as bait for children and families. Introduction of toys as the main message of a commercial instead of the product in fact being advertised (a meal) was deemed to be contrary to the Consumer Protection Act.</p>

2.	
Topic:	Decision of the Market Court: A TV commercial may not contain violence of a threat of violence
Who:	Consumer Ombudsman vs. DNA Finland Oy

When:	October 2001
What happened:	<p>The Finnish Market Court has prohibited DNA Finland Oy from using acts of violence in its TV commercials. A conditional fine of EUR 50.000 was imposed against DNA.</p> <p>DNA's commercial showed policemen equipped with batons and shields confronting football hooligans on a street. The general atmosphere of the commercial was threatening and the fight was presented as slow motion including pictures of pushing, kicking, people being thrown against a wall, bloody noses and faces twisted from pain.</p> <p>The Market court stated that using violence in advertising is not allowed if not justified by the nature of the product being advertised. The Market Court referred to the Finnish Consumer Protection Act as well as to the international self regulation of the advertising branch</p>

3.	
Topic:	Decision of the Market Court: Price guarantees and untrue statements on affordability not allowed
Who:	Consumer Ombudsman vs. Gigantti Oy and Bauhaus
When:	February 2002
What happened:	<p>The Consumer Ombudsman and the Market Court have prohibited both Gigantti and Bauhaus from using a "price guarantee" in their advertising. Gigantti was also prohibited from promising to find for a consumer a respective or a more expensive product at the cut-price in case Gigantti runs out of the product being on sale. Gigantti was ordered to pay the conditional fine of EUR 126.000 imposed earlier by the Market Court for same type of advertising and was imposed new conditional fines of EUR 170.000 and 125.000. Bauhaus was imposed a conditional fine of EUR 100.000.</p> <p>A "price guarantee" means a statement according to which a consumer is entitled to get a refund for a product purchased if he/she can find the same product being available at lower price by another tradesman. In such a case the tradesman that offered the "price guarantee" promises to refund to the consumer the difference between its price and the price offered by its competitor. According to the Market Court when giving a "price guarantee" a tradesman gives to consumers an impression that his prices are lower than the prices of other tradesmen. Such a statement must be verifiable: the tradesman should be able to verify with objective price comparisons that his prices in fact are the lowest in the market. Gigantti and Bauhaus were not able to produce such evidence. By reducing their prices only after a consumer has found a cheaper product offered by their competitors, both</p>

	<p>Gigantti and Bauhaus have left the price comparison to be performed by consumers, as they should have done it themselves.</p> <p>Gigantti's promise to find for a consumer a respective or a more expensive product at the cut-price in case it runs out of a product being on sale was illegal, as it gives to consumers an impression that the company has especially taken care of that they will not run out of the products. Tradesmen are already on the basis of law obligated to procure to a consumer a respective product if they run out of products being on sale during the announced period of the sale. Accordingly, such a promise does not bring along any additional advantage to a consumer compared with the rights of a consumer based on law and the trade practice.</p>
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4.	
Topic:	Implementation of Directive 1999/44/EC (on certain aspects of the sale of consumer goods and associated guarantees) by an Amendment to the Consumer Protection Act (2001/1258)
What happened:	<p>Finland has not adopted the "two year rule" stipulated in Article 5 of the Directive as a time limit for the seller's liability for a defect in a consumer product. Accordingly, there is no time limit in Finland for consumer claims and in our legal practice the general ten years' period of limitation has been applied also to the liability of the seller for defective products. Also a Finnish consumer is always entitled to claim for the remedies stipulated in the Consumer Protection Act within ten years from the time of delivery.</p> <p>Of course in practice, the consumer's possibilities to prove the faultiness of a product at the time of delivery get worse by the time; therefore, the ten years' limitation period is not that dramatic in practice.</p>

5.	
Topic	Consumer Protection Act
What happened:	Since 1 March 2001 combined offers have been allowed in Finland provided that the offer clearly describes the content and value of the offer and the prices of the individual products being offered for one price, and other terms relating to the offer, especially any time limits and other restrictions