

FINLAND



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1. Topic:	Distribution of free samples of tobacco products to consumers considered illegal advertising
Who:	The National Product Control Agency for Welfare and Health (STTV)
When:	15 June 2006
What Happened:	<p>In Finland, the advertising of tobacco products is prohibited entirely by law. It has occurred that some tobacco companies use Finland as a testing place for determining the boundaries for advertising of tobacco products. This is due to the fact that should a certain tobacco campaign be allowed in Finland, it is likely to be legal globally.</p> <p>Since 2006, the National Product Control Agency for Welfare and Health (STTV), which, <i>inter alia</i>, controls that the ban on advertising of tobacco products is complied with, has been dealing with several complaints concerning the advertising of tobacco products. In particular, the giving out of free samples of tobacco products in various circumstances, such as in the context of movie premieres or on cruises to Estonia, has been the subject of the complaints. STTV has subsequently, on 15 June 2006, rendered a decision concerning the distribution of free samples of tobacco products.</p> <p>STTV considered that when distributing free tobacco products, the tobacco company had been using means that were in violation of the ban on advertising of tobacco products, which is stipulated in the Finnish Tobacco Act. Furthermore, the campaign was in violation of good practice and the means employed were extremely improper and unfair towards consumers. What was considered to be the most severe factor was that free tobacco products had also been given out to minors who had lied about their age. STTV prohibited the tobacco company from repeating such illegal marketing of tobacco products and imposed a conditional fine of EUR 150 000 to the company. The tobacco company did not appeal the decision to the Market Court.</p>

2. Topic:	Illegal indirect marketing of prescription only medicines to consumers
Who:	The National Agency for Medicines
When:	15 December 2006
What Happened:	<p>The National Agency for Medicines (NAM) has reacted to the marketing practices of pharmaceutical companies where consumers have been informed about prescription only medicines via e.g. TV, Internet and data sheets sent to their homes. According to the Finnish Medicines Act, it is prohibited to market prescription only medicines to consumers. The Medicines Decree further stipulates that marketing of medicinal products covers, for instance, all communications and inducement intended for ordering, purchasing or use of prescription only medicines.</p> <p>NAM has addressed the issue by sending a warning letter to the pharmaceutical companies in December 2006 stating that such information practices are to a certain extent in violation of the Medicines Act and against the objective of the</p>

	<p>Act. Moreover, NAM has emphasized that it will continue to pay special attention to the content of companies' medicinal information and intervene whenever it discovers indirect marketing of prescription only medicines to consumers.</p> <p>NAM has also proposed that the Ministry of Social Affairs and Health would revise the provisions of the Medicines Act regarding marketing of prescription only medicines to consumers, in order to avoid problems relating to the interpretation of the Act in the future.</p>
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3. Topic:	Unfair automatic chaining of fixed term contracts
Who:	The Consumer Agency
When:	5 October 2006
What Happened:	<p>The Consumer Agency has decided that teleoperator TeliaSonera Finland Oy may not chain its telephone subscription contracts automatically after the expiry of the contract period. This decision also presents the general policy of the Consumer Agency towards chaining of fixed term contracts.</p> <p>The traditional concept of a fixed term contract refers to a contract that is in force for a fixed period of time, after which it is expired. After the expiry of the contract the company may offer a new contract to the customer. A new contract cannot, however, be made without the customer's acceptance. The Consumer Agency stated that TeliaSonera's policy is in obvious violation of this general principle.</p> <p>The Consumer Agency considered that the chaining of the contracts was TeliaSonera Oy's way to tie its customers to a certain contract. The contract in question was a fixed term contract for the period of two years and the customer was able to terminate the contract until two weeks before the end of the contract period. If the contract was not terminated within the stipulated time, it would continue to be in force automatically for one year at a time. The Consumer Agency found this type of chaining of contracts unreasonable and unfair for the consumers. Furthermore, no other teleoperators any longer tie their customers by chaining the contracts. According to the Consumer Agency, the common problem for all the operators is, however, that the fixed term nature of the contracts is not clearly stated in the marketing of telephone subscriptions.</p>

4. Topic:	Draft guidelines for regular customer marketing strongly opposed by the interest groups of the trade
Who:	The Consumer Ombudsman
When:	29 December 2006
What Happened:	<p>The Consumer Ombudsman has published draft guidelines for regular customers marketing. These draft guidelines have raised a remarkable opposition from the interest groups of the trade who have notably expressed their criticism towards the guidelines.</p> <p>According to the interest groups of the trade, the draft guidelines by the Consumer Ombudsman are unreasonable and unrealistic because should they be realized, they could entirely deteriorate the current viable regular customer marketing system. All the interest groups of the trade are nearly unanimous in their rejection of the draft guidelines and their alleged shortcomings.</p> <p>The interest groups of the trade present and emphasize the view that, overall, consumers are content with the current regular customer marketing systems and they contain several benefits which are worth preserving. Consequently, the draft guidelines can be considered unnecessary and their apparent negative tone towards regular customer marketing systems is ungrounded and unexpected.</p> <p>Furthermore, several interest groups of the trade require shortening of the guidelines and mitigating of some of the statements as they are rather rigid in the</p>

	current form of the draft guidelines. The interest groups of the trade have also pointed out that the draft guidelines should have been prepared in co-operation with the interest groups of the trade which would in all likelihood have improved the quality of the draft guidelines.
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5. Topic:	Distribution of adverts in connection of newspapers not considered unfair
Who:	The Market Court
When:	15 June 2006
What Happened:	<p>The largest newspaper in Finland, Helsingin Sanomat, had been distributing separate adverts in connection with its newspaper to its readers. These adverts were also distributed to recipients that had sign “no advertisements” on their door. The Consumer Ombudsman had claimed that this direct distribution of adverts to households that had specifically noted their refusal to receive such mail was in violation of good practice and unfair towards consumers in general under the Consumer Protection Act. The Market Court ruled on the matter and considered – against the opinion of the Consumer Ombudsman – that the distribution of ad leaflets in connection with distributing Helsingin Sanomat was not in violation of the Consumer Protection Act.</p> <p>The Consumer Ombudsman had also claimed that the contract practice of Helsingin Sanomat was not acceptable from the viewpoint of Consumer Protection Act as it set the delivery of adverts within the newspapers as the precondition for subscribing to the paper. The Market Court once again took a dissenting stand and stated that such a conditional contract policy could not be considered unfair towards consumers in the meaning of the Consumer Protection Act.</p> <p>The third claim of the Consumer Ombudsman was, however, successful. The Consumer Ombudsman had claimed that the TV commercial of Helsingin Sanomat which did not give information on the exact price of the subscription period or individual price of a newspaper was unfair marketing towards consumers and hence in violation of the Consumer Protection Act. The Market Court accepted the claim and ruled that the TV commercial was in violation of the Consumer Protection Act since it had been executed without giving information on the price as set forth by the Decree on the indication of the prices in marketing consumer products.</p>

6. Topic:	Unfair marketing of telephone subscriptions
Who:	The Market Court
When:	29 September 2006
What Happened:	<p>The two biggest teleoperators in Finland, Elisa Oyj and TeliaSonera Oyj, were the parties to this case before the Market Court concerning unfair marketing of telephone subscriptions. The applicant, Elisa Oyj, had claimed that TeliaSonera Oyj had been using unfair marketing practices where marketing its telephone subscriptions, which were in violation of the Unfair Business Practices Act.</p> <p>Elisa Oyj claimed that these unfair marketing practices included: using misleading expressions concerning pricing and creating the expectations on the free of charge nature of the service, e.g. 0 €/min; presenting misleading and unfair comparison of prices to competitors’ prices e.g. by comparing services from different categories, selecting own cheapest services to comparison with competitors’ more expensive ones, using outdated information on competitors’ prices and using method that does not take into account the overall price of the services of the competitors but merely the certain pricing system; using derogatory expressions that are against good practice to describe competitors; and practising misleading marketing that does not give information to the consumers in a clear manner about the prices outside certain limit in a campaign.</p>

	<p>The Market Court considered that all of these claims were grounded and consequently ruled that TeliaSonera Oyj had been using such unfair marketing practices in its campaign of telephone subscriptions that were in violation of the Unfair Business Practices Act. The Market Court prohibited TeliaSonera Oyj from using such illegal marketing practices in its advertising of telephone subscriptions or services related to them under the threat of a conditional fine of EUR 15.</p>
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