

ROMANIA



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1. Topic:	Vodafone
When:	February 2007
What happened:	<p>The National Audiovisual Council (“NAC”) requested radio stations to stop broadcasting the commercials included in the “<i>Cartela cea cu vino-incoa</i>” and “<i>Stapanul minutelor</i>” spots regarding the Vodafone card and 5 cents extra-option, broadcast during 24 January 2007 to 31 January 2007.</p> <p>NAC, in its public session of 13 February 2007, analyzed the spot for the Vodafone card, broadcast by “Radio XXI” Station and decided that such spot breached the provisions of the Code of Advertising Practice, Art. 2, item 2.4, issued by the Romanian Advertising Council (“RAC”). Therefore, NAC requested “Radio XXI” Station to immediately start observing the law.</p> <p>Further to the analysis of the commercials, the Council established that the information provided to the public does not give it the possibility to identify at least the object of the promotion. The information is incomplete, unclear and may mislead the purchasers through omission and ambiguity with regard to the price. The contents of one of the spots does not correctly inform the public with regard to the counter value of the extra-option, its term of validity (6 months) and the restricted number of communication units (maximum 50 SMS/MMS units). According to the provisions regarding advertising in the Audiovisual Code, the price or tariffs shall be fully presented. For correct information of the public, advertising referring to a special offer shall have to clearly and unequivocally specify the date on which the offer ends, or other specific conditions, <i>i.e.</i> the validity term of the extra-option forming the object of the promotion.</p> <p>In reply, Vodafone claimed that “the offer consists of the purchase of the promotional extra-option “5 cents” for 2 dollars, monthly credit. For such a fee, the promotional offer provides the user monthly with the prices specified in the commercial. The extra-option is valid for 6 months, starting from the purchase”. However, such information is not included in the contents of the commercial.</p> <p>The standpoint expressed by the Ethical Committee of the Romanian Advertising Council (RAC) establishes that the spot for “<i>Cartela cea cu vino-ncoa</i>” breaches Art. 2, item 2.4 of the Code of Advertising Practice issued by RAC, by omitting to specify the counter value of the option (2 dollars monthly credit), the limitation of the term (6 months) and the restrictions related to the communication units (maximum 50 units).</p>
Comment:	<p>The Audiovisual Code provides that the price or the tariffs have to be fully specified. The advertising referring to a special offer shall have to clearly and unequivocally indicate the date on which the offer ends, or other specific conditions, <i>i.e.</i> the validity term of the extra-option forming the object of the promotion.</p>

2. Topic:	Essentiale
When:	February 2007
What happened:	<p>NAC requested TV stations to stop broadcasting the commercials included in the “Essentiale. Essential pentru ficatul tau [<i>Essentiale. Essential for your liver</i>]” regarding the Essentiale medicine, broadcast during 7 February 2007 to 11 February 2007.</p> <p>NAC, in its public session of 13 February 2007, analyzed the commercial for the Essentiale medicine, broadcast by “B1TV” TV Station and decided that such commercial breached the provisions of the Audiovisual Code, Art. 144, para. (1). Therefore, NAC requested “B1TV” Station to immediately start observing the law.</p> <p>Such commercial presents images of the liver as an operating machine. Then, actor and TV show producer Gabriel Fatu is presented at the office, in front of a computer, placing his hand to the liver as if he were in pain, after which he takes a pill of Essentiale and swallows it.</p> <p>On the left side of the screen appears: “<i>Essentiale. Essential for your liver</i>”, and on the right the package of the medicine is presented.</p> <p>At the end of the commercial the following warning is displayed: “<i>Essentiale contains essential phospholipids. This medicine is sold in pharmacies without a medical prescription. The careful reading of the prospectus is recommended. If unpleasant symptoms occur, please address to the doctor or pharmacist.</i>”</p> <p>NAC established that the commercial fails to comply with the provisions regarding the advertising broadcasting regime in case of medicine products, which regime is provided by the Audiovisual Code, Art. 144, para. (1), because the promotion of such medicine was made by Mr. Gabriel Fatu, who is an actor and audiovisual program producer.</p> <p>The lawmaker prohibited the promotion of medicines by public persons, considering that the presentation or recommendation of medicines by such persons may influence the viewing public to purchase or administer medicines, due to the fact that the public look to such public persons as role models.</p>
Comment:	NAC considers that the promotion of the Essentiale medicine by a public person does not comply with the broadcasting conditions of advertising regarding medicine products, as provided by the Audiovisual Code, Art. 144, para. (1).

3. Topic:	Deer Antler
When:	February 2007
What happened:	<p>NAC requested TV stations to stop broadcasting the commercials included in the “<i>Deer Antler</i>” regarding the Deer Antler food supplement.</p> <p>NAC, in its public session of 15 February 2007, analyzed the commercial for the “<i>Deer Antler</i>” food supplement and decided that such commercial breached Art. 114, paras. (1), letter a) and b) and of Art. 138 of the provisions of NAC Decision No. 187/2006 regarding Audiovisual Contents Regulation Code (“Decision No. 187/2006”). Therefore, NAC requested to immediately start observing the law.</p> <p>Such commercials present the human body’s skeletal system, marking the areas in which the food supplement acts.</p> <p>At the end of the commercial, the food supplement and the following text are presented on the screen: “<i>Deer Antler, Relieves you of articular aches, Natural bio-source of minerals (Ca, Mg, P, Na, K), Helps in articular diseases, Maintains calcium in bones and fortifies the teeth, Fortifies the muscles.</i>”</p>

	NAC established that the commercial for Deer Antler is broadcast in breach of the legal provisions regarding the advertising broadcasting regime, because it promotes a product presented with properties of prevention, treatment or healing, which is prohibited by the legislation in the audiovisual field.
Comment:	According to NAC Decision No. 187/2006, Art. 114, para. (1), letters a) and b), the information presented in commercials or teleshopping transmissions should not mislead the public, either directly or through the transmission, with regard to: (i) the characteristics of the products, and especially, the nature, identity, properties, composition, durability, origin or source and the manufacture or production methods and (ii) effects or properties that the product does not have.

4. Topic:	Coca-Cola
When:	February 2007
What happened:	<p>NAC requested radio stations to stop broadcasting the commercials included in the “Coca-Cola – Aduna-i pe toti in jurul mesei [Coca-Cola – Bring everybody around your table]” spot regarding the refreshing drink Coca-Cola.</p> <p>NAC, in its public session of 15 February 2007, analyzed the commercial for the refreshing drink Coca-Cola and decided that such commercial breached the provisions of Audiovisual Law No. 504/2002, Art. 33, para. (1), letter c, as amended.</p> <p>Therefore, NAC requested that law be immediately observed.</p> <p>Such commercial presents images whereby the public is invited to purchase Coca-Cola products to gather caps and thus to win “one of the collection glasses with the Coca-Cola family”.</p> <p>NAC established that the message regarding the promotion of such advertising campaign is sent to the public by a child and, as a result, it considered that the commercial encourages children to purchase Coca-Cola products, acquiring for the purpose of collection glasses.</p> <p>NAC considered that it is well-known that minors are influenced, throughout their growth process, by the persons around them, and especially by persons of their age, creating role models whose attitudes, gestures, etc, they try to copy.</p>
Comment:	According to Audiovisual Law No. 504/2002, Art. 33, para. (1), letter c) “Advertising should not cause any moral, physical or intellectual damage to minors and, especially should not take advantage of the special trust the minors have in parents, teachers or other persons.”

5. Topic:	Chio Chips
When:	February 2007
What happened:	<p>NAC requested TV stations to stop broadcasting the commercials included in the “Chio Chips – Bancnota [Chio Chips – the Banknote]” regarding the Chio Chips product.</p> <p>NAC, in its public session of 20 February 2007, analyzed the commercial for Chio Chips, and decided that such commercial breached the provisions of Audiovisual Law No. 504/2002, Art. 3, para. (2). Therefore, NAC requested that the law be immediately observed.</p> <p>Such commercial presents images of a young man in a short dress who takes out from a Chio Chips bag a coupon on which a banknote is printed with the face of Mihai Eminescu. The young man walks into a club where he dances and tries to find the complementary half of the coupon which is held by certain girls who wear pants (blue jeans). Only the third girl offers him the matching half of the coupon. The next image presents the girl, this time wearing a dress, dancing with the boy, who is now wearing blue jeans.</p>

	<p>The reunited image of the two halves of the coupons has the value of “500 LEI” inscribed.</p> <p>Several images of banknotes appear on a few bags of “Chio Chips” accompanied by the slogan “Find the perfect match.”</p> <p>NAC established that there is obvious inconsistency between the allegations from the verbal message regarding a banknote and the images which present the so-called banknote in the bag, in fact, just a mere piece of carton.</p> <p>Therefore, the commercial for the “Chio Chips” product sends a message which misleads the viewing public in the possibility of earning an immediate gain when opening a bag of Chio Chips. However, this fact is not accurate, because the Chio Chips bags include only simple papers printed with images of halves of banknotes.</p>
Comment:	<p>According to Audiovisual Law No. 504/2002, Art. 3, para. (2) “All radiobroadcasters shall have the obligation to ensure the objective information of the public through the accurate presentation of facts and events and to favor the free formation of opinions.”</p>

6. Topic:	Asilife – five star health
When:	February 2005
What happened:	<p>NAC requested radio stations to stop broadcasting the commercials included in the “Asilife– sănătate de cinci stele [Asilife – five star health]” regarding the Asilife medical insurance.</p> <p>NAC, in its public session of 20 February 2007, analyzed the commercial for Asilife – five star health, and decided that such commercial breached the provisions of NAC Decision No. 187/2006, regarding the Audiovisual Contents Regulation Code, as amended Art. 158 . Therefore, NAC requested that the law be immediately observed.</p> <p>NAC established that such commercial does not promote the “Asilife” private insurance, but a private medical unit (equipped with state-of-the-art appliances and providing the comfort of a five star hotel, as specified in the commercial) where potential insured persons or other persons may benefit from the medical services they would need.</p> <p>Both the commercial and the web address displayed on the screen refer to a private clinic, i.e. Bucharest Memorial Hospital, providing all data and information necessary to a person interested in identifying and requesting its services.</p> <p>As a matter of fact, the analysis of the contents of the web page reveals that this insurance is of two types, i.e. asiLife Gold and asiLife Silver, and few minimum characteristics are provided for each of them, without providing any information necessary to a person interested in making such a health insurance.</p> <p>In this way, on the one hand, a private medical unit is promoted, fact which is prohibited by the legislation in the audiovisual field and, on the other hand, the minimum information about the contents of such a health insurance is not provided to the public, given the situation in which such public would be interested in purchasing such a service.</p> <p>NAC established that, under the pretext of promoting a health insurance service, the commercial “Asilife – five star health” advertises a private medical clinic, which advertising is prohibited by the Audiovisual Code, for the purpose of ensuring a balanced competitive environment on the State or private medical institutions market.</p>

Comment:	According to the provisions of NAC Decision No. 187/2006, regarding the Audiovisual Contents Regulation Code, as amended, Art. 158 <i>“any form of advertising related to the supply of public, State or private medical services is prohibited.”</i>
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7. Topic:	Alpha Housing – Cadou de casa noua [<i>Gift for New House</i>]
When:	March 2007
What happened:	<p>NAC requested TV stations to stop broadcasting the commercials included in “Alpha Housing – Cadou de casa noua [<i>Gift for New House</i>]” spot regarding the receipt of a gift of EUR 20,000 upon the purchase of a house through “Alpha Housing”.</p> <p>NAC, in its public session of 8 March 2007, analyzed the commercial for Alpha Housing – <i>Cadou de casa noua [Gift for New House]</i>, and decided that such spot breached the provisions of Audiovisual Law No. 504/2002, as amended, Art. 3, para. (2) and the legal provisions regarding the advertising broadcasting regime stipulated by NAC Decision No. 187/2006 regarding the Audiovisual Contents Regulation Code, as amended, Art. 114, para. (1), letter d) . Therefore, NAC requested that the law be immediately observed, <i>i.e.</i> that the information provided to the public through the commercial be compliant with the information included in the promotion’s development regulation.</p> <p>The commercial “Alpha Housing – Cadou de casă nouă [<i>Gift for New House</i>]” was illustrated with images of a penguin colony and was broadcast with the following contents: <i>“Take a house through Alpha Bank, and you take everything home. Everything it requires, our gift for a new house. Until April 15th you enjoy all opportunities with Alpha Housing, new house and twenty thousand Euro to equip it as you like. Alpha Bank, we grow together.”</i></p> <p>The following message was displayed at the end of the commercial: <i>“Alpha Housing/EUR 20,000/Gift for new House”</i>, and at the bottom of the image, the following message was displayed in smaller characters: <i>“Promotion valid until 15 April. The performance regulation is available free of charge at www.alphabank.ro and in ALPHA BANK branches/we grow together/ at www.alphabank.ro Telveverde 08008 (alpha) 08008 25742 free of charge telephone line.”</i></p> <p>NAC established that both the contents of the commercial, and its mode of presentation misinform the viewing public because it misleads the public into believing that any person who purchases a house through “Alpha Housing” shall receive from Alpha Bank EUR 20,000 to equip his/her house.</p> <p>In fact, the information provided to the public is inaccurate and misleading, because the conditions provided in the regulation of the promotion, available on the official site of Alpha Bank, www.alphabank.ro, which site is specified at the end of the commercial, actually reveal that the amount of EUR 20,000 represents a prize which is granted to only one person throughout one competition, and in no way to all persons who purchase a house through “Alpha Housing”.</p>
Comment:	<p>According to the provisions of Audiovisual Law, Art. 3, para. (2) <i>“all radio broadcasters shall have the obligation to ensure the objective information of the public through the accurate presentation of facts and events and to favor the free formation of opinions.”</i></p> <p>According to the provisions of the Audiovisual Code, Art. 114, para. (1), letter d), <i>„the information presented in the commercials or teleshopping transmission should not mislead the public, either directly, or through omission with regard to the conditions in which the products are distributed or services are supplied.”</i></p>

8. Topic:	Principal
When:	March 2007
What happened:	<p>NAC requested TV stations to stop broadcasting the commercials included in “Principal! Mezeluri din porc, vita sau pui. Niciodata din taur! [Principal! Pork, beef or chicken salami and sausages. Never bull!]” regarding salami and sausages pertaining to Principal trademark.</p> <p>NAC, in its public session of 15 March 2007, analyzed the commercial for “Principal! Mezeluri din porc, vita sau pui. Niciodata din taur! [Principal! Pork, beef pr chicken salami and sausages. Never bull!]”, and decided that such commercial breached the provisions of NAC Decision No. 187/2006, regarding the Audiovisual Contents Regulation Code, as amended, Arts. 107 and 110 . Therefore, NAC requested that the law be immediately observed, i.e. the commercial should not include the expression “never bull.”</p> <p>The commercial “Principal! Mezeluri din porc, vita sau pui. Niciodata din taur! [Principal! Pork, beef or chicken salami and sausages. Never bull!]” fails to serve the interests of the public to whom it addresses, because the promotion it makes to “Principal” salami and sausages is misleading, as follows:</p> <p>a. "Principal" salami and sausages, as compared to other salami and sausages, are good for consumption because they do not contain bull meat, as if such kind of meat had been bad for health.</p> <p>b. the other salami and sausages, in whose composition a consumer would find bull meat on the label, would not allegedly be as good for consumption as the salami and sausages in which such kind of meat is not to be found, such as the “Principal” salami and sausages.</p> <p>Letter No. 30/21 February 2007 sent to NAC by the Romanian Meat Association (RMA) reveals on the one hand, that the consumption of such meat is not restricted in any way and that such meat presents no inconvenient related to smell, taste, etc., and, on the other hand, that the meat operators may not physically identify bull meat, the raw material being generically defined as “beef”.</p> <p>Under such circumstances, not only isn't such a comparison possible, but even in the case of “Principal” salami and sausages it would be hard to establish whether the producing company may make an accurate and unequivocal distinction between the types of meat pertaining to such category and found in the composition of such products.</p>
Comment:	<p>According to the provisions of the Audiovisual Code, Art. 107, “<i>advertising and teleshopping shall observe the rules of a fair and transparent competition, which has to serve primarily the interests of the public.</i>”</p> <p>According to the provisions of the same piece of legislation, Art. 110, “<i>comparative advertising is possible only if it observes the provisions of Law No. 148/2000 regarding advertising, as amended.</i>”</p>