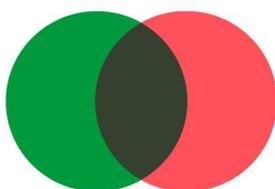


THE DUTCH ADVERTISING CODE

INFORMATION ABOUT THE WORKING PROCEDURES
OF THE ADVERTISING CODE COMMITTEE
AND THE BOARD OF APPEAL



**STICHTING
RECLAME CODE**

15 May 2011

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WORKING PROCEDURES OF THE ADVERTISING CODE COMMITTEE & THE BOARD OF APPEAL

I. THE ADVERTISING CODE AUTHORITY

Since 1963 the Advertising Code Authority (ACA) has been the body dealing with the self-regulating system of advertising. Self-regulation means that the advertising industry (advertisers, advertising agencies and the media) formulates the rules with which advertising must comply. These rules should be in line with what is going on in society: they may be formulated in cooperation with consumer representatives and shall be comprehensible and practical and above all, they shall guarantee responsible advertising. These rules are part of the Dutch Advertising Code.

Anyone who feels that an advertisement violates the Dutch Advertising Code may submit a complaint to the Advertising Code Committee. This independent body decides after a transparent and swift procedure whether an advertisement conflicts with the Advertising Code. In the case of violation of the Code, the Committee will recommend the advertiser(s) involved to discontinue such a way of advertising. The Monitoring & Compliance department will thereupon check whether the advertiser has put the recommendation into effect.

In this way, the Advertising Code Authority encourages sensible and responsible advertising. This process is in the best interest of the consumer - increasing the confidence in advertising- as well as of the advertiser –encouraging honest competition and operational management. At the same time, the ACA reduces the pressure on laying down the rules for advertisers in detailed laws and limits the risk of advertising bans.

2. THE DUTCH ADVERTISING CODE

The Dutch Advertising Code (hereinafter: the Advertising Code) contains a body of rules with which all advertising should comply. It is divided into a **General Section** and a **Special Section** (the **Special Advertising Codes**).

The former stipulates, among other things, that advertisements may not be misleading or untrue. This section also contains a number of subjective standards, one of which stipulates that advertising must not be gratuitously offensive or at odds with good taste and decency. The **Special Codes** apply to advertising for specific products and services.

Advertising (article 1 Advertising Code) is defined as: any form of public and/or systematic direct or indirect commendation of goods, services and/or ideas by an advertiser or, either wholly or partly, on behalf of him, with or without the help of a third party. The solicitation of services is also defined as advertising.

The advertiser is an organisation or a person, not being a consumer.

Explanation of Article 1

The different forms of advertising include e.g.: teleshopping, telemarketing, sponsorship, product placement, packaging, labelling, direct marketing and buzz-marketing.

It is important that the description of an (organised) mechanism may be given, by means of which the direct or indirect commendation of goods, services and/or ideas is taking place or has taken place.

The requirement of systematic commendation is needed in order to prevent all so-called one-to-one announcements, as for example, an individual promotion talk, from being regarded as 'advertising'. A one-to-one announcement may be regarded as advertising if has been established that the statement was a standard statement and not specifically aimed at the individual receiver.

Announcements which lack any element of commendation do not fall within the definition of this article.

Examples are purely factual statements such as opening times, and purely factual statements about the policy (or changes in policy) of public authorities or private sector companies.

Also announcements about goods, services and/or ideas, in which there is no question of inducement or influencing by the advertiser, do not fall within the definition of this article. A promotional announcement made by an advertiser may therefore be called advertising*.

* The Advertising Code Authority and /or the Board of Appeal shall establish whether such announcements may be imputed to an advertiser. This may be the subject of a special advertising code and will depend on the question whether the advertiser can actually exert influence on the announcement(s) and if not, whether the advertiser has made or makes sufficient effort beforehand to take care that the announcement will meet the requirements of the Dutch Advertising Code.

The total message plays a role in assessing the element of commendation. Not only is the text a matter of concern, but also size, lay-out, use of colour and so forth. The mere statement of a name of the advertiser may in itself constitute advertising (e.g. sponsor panels).

The definition does not stipulate that the commendation is a paid advertisement. Although payment is usually the case, from the point of view of the public it makes no difference whether an advertisement is placed free of charge or for payment.

3. AFFILIATED ORGANISATIONS

The following organizations are affiliated with the Advertising Code Authority. They all have a representative in the board of the Advertising Code Authority.

1. Association of Dutch Advertisers (BvA)
www.bva.nl
2. Dutch Dialogue Marketing Association (DDMA)
www.ddma.nl
3. Federation of the Dutch Food Industry (FNLI)
www.fnli.nl
4. Interactive Advertising Bureau in the Netherlands (IAB)
www.iab.nl
5. Dutch Home shopping organisation (NTO)
www.thuiswinkel.org
6. Dutch Publishers Association (NUV)
- Association of the Dutch Daily Press
- Dutch Organization of Magazine Publishers
www.nuv.nl
7. The Dutch Association for Dutch Bicycle and Motorcar Industries, Automotive Department (RAI).
www.raivereniging.nl
8. Organisation for Ether Advertising/National public broadcasters (STER)
www.ster.nl
9. Organisation for the Promotion of Television commercials (SPOT)
www.spot.nl
10. Regional Broadcasting Consultative and Cooperative Board (ROOS)
www.roosrtv.nl
11. Association of Communication Consultancy Agencies (VEA)
www.vea.nl
12. Organisation of Local Broadcasters in the Netherlands (OLON)

- www.olon.nl
13. Organisation of Contact Centres (WGCC)
www.wgcc.nl
 14. Consumers' Association
www.consumentenbond.nl

Other Organisations

The VNO NCW, a merger of the Federation of Netherlands Industry and Employers (VNO) and the Dutch Federation of Christian Employers (NCW) is involved in the Advertising Code Authority only as auditors.

Pursuant to the Dutch Media Act all media institutions producing advertising messages are compulsorily affiliated with the Advertising Code Authority.

The Advertising Code Authority and the Advertising Code Authority have a cooperation protocol.

Special Advertising Codes were drawn up in consultation with the following organizations:

1. Dutch Dialogue Marketing Association (DDMA)
2. The Dutch Email Marketing Association (Emma.nl)
3. Dutch Home shopping organization (NTO)
4. Federation of the Dutch Food Industry (FNLI)
5. National Association for the Exploitation of Casino Games and the members of the VAN Slot Machine Sector Organization (VAN)
6. Dutch Association for Dutch Bicycle and Motorcar Industries, Automotive Department (RAI)
7. Postfilter Association (Postfilter)
8. Cigarette Industry Association (SSI), the Dutch Shag Tobacco Industry Association (VNK) and the Dutch Cigar Industry Association (NVS)
9. Organization for the Moderate Use of Alcohol (STIVA)
10. Bakery and Sugar Industry Association (VBZ)
11. Organization of Contact centres (WGCC)
12. General Dutch Association of Travel organisations (ANVR)
13. Board of Airline Representatives in the Netherlands (BARIN)
14. Keuringsraad KOAG/KAG

4. ADVERTISING CODE COMMITTEE & BOARD OF APPEAL

The Advertising Code Committee is a body which determines whether advertisers and others responsible for creating advertisements comply with the rules of the Advertising Code. Anyone who feels that an advertisement violates the Advertising Code may submit a complaint to the Advertising Code Committee. After having heard the case of the advertiser, the Committee decides whether the advertisement in question conflicts with the Advertising Code. The Advertising Code Committee can also evaluate advertisements without a complaint having been submitted.

Should the complainant fail to agree with the decision of the Advertising Code Committee, he can lodge an appeal with the Board of Appeal.

The Advertising Code Committee consists of five members:

- one member appointed by the organizations of Advertisers affiliated with the Advertising Code Authority;
- one member appointed by the Consumers' Association;
- one member appointed by the Association of Communication Consultancies;
- one member appointed by the media organizations affiliated with the Advertising Code Authority;
- one member, being the chairman, appointed by the Advertising Code Authority.

The evaluation by the committee members is independent of the organization which appointed them.

The Board of Appeal is put together in the same way as the Advertising Code Committee.

5. COMPLAINT SUBMISSION

All complaints must be submitted via the **electronic complaint form** (see www.reclamecode.nl) or by **post**.

Should a complaint be submitted by **post**, then the complaint should contain at least the following information:

- is the complaint submitted as a private person or in the course of his profession/business
- name, address and place of residence, if possible a telephone number and e-mail address
- against which advertisement the complaint is addressed
- where and when the advertising message was seen/heard
- with respect to the advertisement that is complained about:
 - in the case of a complaint about an advertisement on an internet site the page(s) against which the objection is lodged shall be printed (e.g. with print screen¹) and submitted to the Committee. Per page shall be indicated which phrase or part thereof is objected against.
 - if the complaint regards a printed advertising message, the advertisement concerned should be submitted to the Committee.
 - where the objection concerns an audio-visual advertisement, it should be depicted as clearly as possible in order to retrieve the advertisement from the media-institution.
 - an advertisement distributed by a medium for outdoor advertising as for example a bus shelter, billboard or hoarding should be described as clearly as possible in order to retrieve the advertisement concerned from the advertiser.
- Complaint motivation: why the complainant thinks the advertisement in question violates the Advertising Code.

The Committee may require the complaint and accompanying enclosures to be submitted in eight-fold.

The **postal address** for submitting a written complaint is:

Stichting Reclame Code
Att. Reclame Code Commissie
Postbus 75684
1070 AR Amsterdam

¹ Print screen= Ctrl-Alt-Print Scrn and open the program Paint, click the right mouse knob and PASTE. Print and/or save the contested page.

6. CHARGES FOR FILING A COMPLAINT, OBJECTION OR APPEAL

I. Consumers, Church, ideological, charitable, cultural, scientific or other organizations and institutions established in the Netherlands for the common benefit

there is no charge for submitting a complaint, unless:

- the chairman has set aside the complaint, and the complainant has filed an objection to the decision. In this case he is charged a fee of **€ 15 (1)**
- the complainant files an appeal to a decision of the Advertising Code Committee with the Board of Appeal. In this case he is charged a fee of **€ 30 (2)**

(1) If the objection or appeal is considered well-founded, the sum is refunded.

(2) The fee charged for lodging an appeal will be used to cover the administration costs of the Advertising Code Authority, and also in case the party appellant withdraws the appeal, after he has considered the statement of the opposing party.

II. Companies/Organizations and individuals submitting a complaint, acting in a professional capacity and/or on behalf of their company

for submitting a complaint € 1000 is charged, unless it concerns:

- companies having paid a financial contribution, upon request of the Advertising Code Authority, and whose contribution amounts to a minimum of € 1000 per year. In this case submitting a complaint is free of charge.
- companies having paid a financial contribution, upon request of the Advertising Code Authority, and whose contribution is less than € 1000 per year. In this case € 250 fee is charged for submitting a complaint .

an appeal against a decision by the Advertising Code Committee with the Board of Appeal is charged a € 500 * fee, unless it concerns:

Companies having paid a financial contribution, upon request of the Advertising Code Authority. In this case € 250* fee is charged for submitting a complaint.

* = The fee charged for lodging an appeal will be used to cover the administration costs of the Advertising Code Authority, and also in case the party appellant withdraws the appeal, after he has considered the statement of the opposing party.

7. COMPLAINT HANDLING

I. GENERAL

A copy is made of any complaint received by the Advertising Code Committee and is forwarded to the advertiser. Anonymous complaints will not be handled.

The advertiser is given 14 days to put forward a defence. And a date is set for handling the complaint. at the meeting of the Committee.

A copy of the written defence received is sent to the complainant as soon as possible.

Should the chairman of the Advertising Code Committee consider the measure justified, he can invite parties to file additional written statements.

If desired, the complainant and the advertiser can explain their standpoint orally at this meeting.

The meetings are public if, and in so far as one or both parties give an oral explanation. Either party, however, can object, giving reasons, to a public hearing. A request for holding the hearing behind closed doors is granted only when there is good reason to refrain from holding a public hearing. The chairman of the Advertising Code Committee (or the Board of Appeal) decides on such a request. Parties can request a hearing behind closed doors ultimately as late as at the session itself. The deliberations upon the decision are held behind closed doors.

The complete procedure is carried out in Dutch, also in case the advertiser is established abroad. See chapter 13 for information on the procedure for cross-border advertising.

II. CHAIRMAN'S DISMISSAL

Not every complaint is handled by the entire Advertising Code Committee. The chairman of the Committee can set aside a complaint if he feels that

- the Committee will not allow the complaint;
- the complaint should not be handled by the Committee, but pursuant to the procedure for cross-border advertising, should be sent on to another EASA member (see chapter 13).

If a complaint is set aside by the chairman, the complainant is informed to this effect in writing. If the complainant feels that the complaint was wrongly set aside, he can lodge an objection with the entire Advertising Code Committee (see chapter 9).

III. CHAIRMAN'S ALLOWANCE

The chairman is also authorized to grant what is known as a 'chairman's allowance' and make a recommendation to the advertiser to stop advertising in such a way. The chairman cannot distribute his decision as an ALERT. In the case of an ALERT the decision will be brought to the attention of the general public by means of a press report.(see chapter 8)

The chairman can make use of this option:

- if the party at whom the complaint is directed has renounced the opportunity of putting forward a defence or
- if the party at whom the complaint is directed has admitted its validity, or
- if after receipt of the defence, the chairman thinks that the complaint can be dealt with by means of a chairman's allowance.

If a complaint is allowed by the chairman (see chapter 8), the complainant and the advertiser are informed to this effect in writing. If the advertiser feels that the complaint has been wrongly allowed, he can lodge an objection (free of charge) within 14 days with the Committee.

IV. IDENTICAL COMPLAINTS

If a large number of complaints should be submitted about a certain advertisement, the chairman can refuse to handle complaints of the same nature or purport filed. The website of the ACA will mention which advertisement is involved. The decision of the Advertising Code Committee will be published on the website as soon as it is delivered.

8. DECISIONS ON COMPLAINT TAKEN BY THE ADVERTISING CODE COMMITTEE AND THE BOARD OF APPEAL

The Advertising Code Committee may determine a complaint unjustified (rejection), or determine the complaint justified (allowance). Allowance means that the Committee judges the advertising message to be contrary to the Dutch Advertising Code. The Committee then makes a 'recommendation' which means that the Committee recommends to discontinue this way of advertising. If the complaint is directed against advertising which propagates concepts, the Committee delivers an 'opinion without commitment'. Thus, the decision of the Committee may contain a rejection, a recommendation or an 'opinion without commitment'.

Furthermore, as the circumstances warrant the Committee may ask the secretariat to distribute a decision as an ALERT which means that the secretariat will take care that the decision is brought to the attention of the public by means of a press release in associated media, to interested individuals or organizations and via placement on www.reclamecode.nl).

N.B. Regardless of whether the Advertising Code Committee has ordered the distribution of its decision as an ALERT- all decisions taken by the Committee may always be made available to third parties, apart from the notification given to the parties involved.

N.B. All decisions are put in an online database (accessible to third parties). Moreover, all decisions may be included in printed or digital publications of the Advertising Authority.

Pursuant to the Media Act, all media institutions producing advertising messages are associated with the Advertising Authority. They are bound to discontinue distributing an advertising message denounced by the Advertising Code Committee and/or the Board of Appeal.

When the complaint is allowed by the Committee, it can moreover

- set conditions on the broadcast time of the radio and/or TV commercial submitted for evaluation;
- allow the party whose advertisement is found to violate the Advertising Code, a term during which the recommendation of the Committee is to be complied with;
- impose measures as described in the contracts concluded between the Advertising Code Authority and the organizations in consultation with which a Special Advertising Code was drawn up.

After 14 days, any decision by the Advertising Code Committee is irrevocable.

In urgent cases the decision is irrevocable after 7 days. If the complainant and/or advertiser disagree with the decision, an appeal can be lodged within 14 days and 7 days respectively with the Board of Appeal. See chapter 11 for a description of the appeal procedure.

9. OBJECTION TO A CHAIRMAN'S REJECTION AND A CHAIRMAN'S ALLOWANCE

Should the chairman of the Advertising Code Committee dismiss the complaint and should the complainant disagree with this rejection, he can lodge an objection, giving reasons, within 14 days with the entire Committee. This means that the notice of objection must be in the possession of the Committee within 14 days after the date the complaint was dismissed. There is a charge for handling an objection to the dismissal of a complaint (see chapter 6 for the amount). This fee must likewise be in the possession of the ACA within 14 days.

If the Chairman of the Advertising Code Committee has allowed the complaint and recommended the advertiser to discontinue the distribution of the advertisement concerned (VaB) and should the advertiser disagree with this decision, the advertiser can lodge an objection, giving reasons, within 14 days with the entire Committee. No fee is charged for handling an objection to a chairman's allowance.

10. OBJECTION BY AN ORGANIZATION AFFILIATED UNDER THE MEDIA ACT TO REJECTION OF AN ADVERTISEMENT

As explained in chapter 8 all media-institutions which distribute advertising under the Media Act are affiliated with the Advertising Code Authority. If a media-institution considers an advertisement offered to it impermissible under the Dutch Advertising Code for broadcasting or distribution, it should bring this decision in writing, giving reasons, to the attention of the advertiser with due speed and no later than within two weeks after receipt of the advertisement.

The advertiser can lodge an objection to such a decision, in writing and giving reasons, to the Committee. The sum of € 500 is charged for handling the objection.

11. APPEAL PROCEDURE

Should the complainant and/or advertiser fail to agree with the decision of the Advertising Code Committee, they can lodge an appeal with the Board of Appeal. The appellant shall ensure that his appeal is in the possession of the Board of Appeal within 14 days, and in urgent cases, within 7 days after the decision was taken.

The appeal shall contain the following information:

- a. the name and address of the appellant;
- b. the date and file number of the decision under appeal;
- c. the objections to the decision;
- d. the signature of the appellant (or his proxy).

The appeal shall be filed in eight-fold. The party lodging an appeal is charged a fee. See chapter 6 for the amount.

It is only after the Advertising Code Authority has received this appeal fee that the Board of Appeal can consider the appeal. It then sends a copy of the appeal to the opposing party, which is allowed 14 days to put forward a defence.

If desired, both parties can orally explain their standpoint at the hearing of the Board of Appeal. The decision of the Board of Appeal is sent to all parties, thereby definitively concluding the procedure.

12. DECISION ON AN APPEAL

The Board of Appeal can consider the appeal wholly or partly well-founded and wholly or partly quash the decision of the Advertising Code Committee, consider the appeal wholly or partly unfounded and wholly or partly uphold the decision of the Advertising Code Committee and/or refer the case back to the Advertising Code Committee.

13. CROSS-BORDER ADVERTISING

The Advertising Code Authority is affiliated to the European Advertising Standards Alliance (EASA) at Brussels (website www.easa-alliance.org)

EASA objectives include ensuring that complaints about advertisements are handled swiftly and effectively. To realize this target EASA established the cross-border complaint submission procedure.

By definition, a complaint involving cross-border advertising is one submitted by an individual or organization about an advertisement which appears in the Netherlands but originates in another country.

A complaint involving cross-border advertising shall be submitted in writing or via the electronic complaint form to the secretariat of the ACA.

If possible, the advertisement and any other information on which the complaint is based shall also be submitted. See chapter 5 for the requirements for lodging a complaint.

The chairman of the Advertising Code Committee determines whether the complaint concerns cross-border advertising and should this be the case, and he finds no grounds for handling the complaint himself, it is referred to the EASA member, which is responsible for further examination and handling of the complaint. Should the complaint subsequently be handled, the rules of the EASA-member apply.

Complainant is informed by the secretariat of the ACA on the further development of the procedure.

14. FINANCING OF THE ADVERTISING CODE AUTHORITY

The ACA is funded by the advertising industry. The choice has been made to use a financing system where the advertiser (being the first link in the chain of advertiser>advertising agency>media) finances the self regulation.

The financing of the ACA is based on a system of apportionment of the costs, where advertisers contribute 0,025 % of their gross media spending to the ACA (system drawn up by Nielsen), € 250 per € 1 million. Pursuant to art. 19 of the Dutch Advertising Code an advertising organisation or institution shall, at request of the chairman of the Committee, produce a valid proof of payment of the financial contribution as stipulated each year by the ACA.

Further explanation of the financing of the ACA is to be found on the web site ACA Financial Contribution, via www.reclamecode.nl.

THE DUTCH ADVERTISING CODE

A. GENERAL

1. Advertising is defined as: any form of public and/or systematic direct or indirect commendation of goods, services and/or ideas by an advertiser or, either wholly or partly, on behalf of him, with or without the help of a third party. The solicitation of services is also defined as advertising.

The advertiser is an organisation or a person, not being a consumer.

Explanation of Article 1

The different forms of advertising include e.g.: teleshopping, telemarketing, sponsorship, product placement, packaging, labelling, direct marketing and buzz-marketing.

It is important that the description of an (organised) mechanism may be given, by means of which the direct or indirect commendation of goods, services and/or ideas is taking place or has taken place.

The requirement of systematic commendation is needed in order to prevent all so-called one-to-one announcements, as for example, an individual promotion talk, from being regarded as 'advertising'. A one-to-one announcement may be regarded as advertising if has been established that the statement was a standard statement and not specifically aimed at the individual receiver.

Announcements which lack any element of commendation do not fall within the definition of this article.

Examples are purely factual statements such as opening times, and purely factual statements about the policy (or changes in policy) of public authorities or private sector companies.

Also announcements about goods, services and/or ideas, in which there is no question of inducement or influencing by the advertiser, do not fall within the definition of this article. A promotional announcement made by an advertiser may therefore be called advertising *

* The Advertising Code Authority and /or the Board of Appeal shall establish whether such announcements may be imputed to an advertiser. This may be the subject of a special advertising code and will depend on the question whether the advertiser can actually exert influence on the announcement(s) and if not, whether the advertiser has made or makes sufficient effort beforehand to take care that the announcement will meet the requirements of the Dutch Advertising Code.

The total message plays a role in assessing the element of commendation. Not only is the text a matter of concern, but also size, lay-out, use of colour and so forth. The mere statement of a name of the advertiser may in itself constitute advertising (e.g. sponsor panels).

The definition does not stipulate that the commendation is a paid advertisement. Although payment is usually the case, from the point of view of the public it makes no difference whether an advertisement is placed free of charge or for payment.

Transitional arrangement

The definition of advertising was changed on 1 January 2011. Per this date the following transitional arrangement applies:

in regards to:

- complaints filed before 1 January 2011 about advertisements which were only published in 2010, the former definition applies.

- complaints filed before 1 January 2011 about advertisements which were published in 2010 and also in 2011, the new definition applies.
- complaints filed on/after 1 January 2011 about advertisements published in 2010 which are not published anymore in 2011, the former definition applies.
- complaints filed on/after 1 January 2011 about advertisements published in 2010 and also in 2011, the new definition applies.

2. An advertisement shall conform to the law, the truth and the requirements of good taste and decency.

Explanation of article 2

This article covers e.g. the provisions of the Guideline for Audiovisual Media Services, subject to which, advertising shall not affect the dignity as a human being and advertising shall not include or lead to any form of discrimination on account of sex, race, ethnic background, nationality, religion or philosophy of life, handicap, age or sexual inclination.

3. An advertisement shall not contravene the public interest, public order or morality.

4. An advertisement shall not be gratuitously offensive or constitute a threat to mental and/or physical public health.

5. The form and content of an advertisement shall not undermine confidence in advertising.

6. Without justifiable cause, an advertisement shall not arouse feelings of fear or superstition.

7. Advertising shall not be dishonest. Advertising is considered to be dishonest if it contravenes with the requirements of professional devotion, and if it substantially disrupts or may disrupt the economic behaviour of the average consumer reached, or targeted, as regards to the product. Misleading and/or aggressive advertising is considered to be (by any means) dishonest.

Explanation of article 7

If an advertisement is targeted at a specific group of consumers, it shall only be considered dishonest if the advertisement interferes with the economic behaviour of the average member of this group.

Advertisements which the advertiser could reasonably suspect to be disrupting the economic behaviour of a specific, clearly recognizable group of consumers, i.e. consumers who are easily susceptible to that type of advertising or to the corresponding products, because of a mental or physical handicap, their age or credulity, are judged from the perspective of the average member of that group. This does not affect the common legitimate advertising practice of overstatements and statements which are not to be taken literally.

Serious disruption of economic consumer behaviour means using advertising to impair the consumer's ability to make a well-informed decision which causes the consumer to make a transaction which he otherwise would not have made.

'Professional devotion' is defined as the level of proficiency and care that may be reasonably expected from a dealer towards the consumer, in accordance with honest practice and/or the standard of good faith within the dealer's market sector.

A decision on a transaction means a decision made by a consumer as to whether or not he will purchase a product and how and under what conditions he will purchase the product: whether he will 1) pay for it in one lump sum or in instalments, 2) keep the product or dispose of it, or 3) execute a contractual right in relation to the product, irrespective of whether or not he will conclude a transaction.

8. Misleading advertising

8.1 When assessing whether or not an advertisement is misleading, all characteristics and conditions, the factual context, the limitations of the means of communication, and the public for

which it is intended are to be taken into consideration.

8.2 All advertising including incorrect information, or information that is unclear or ambiguous for the average consumer in respect of one or more elements as listed in points a to g hereunder, and which would consequently entice or may entice the average consumer to make a decision on a transaction which he would otherwise not have made, is considered to be misleading:

- a. The existence or the nature of the product;
- b. The most important features of the product, such as availability, advantages, risks, design, composition, accessories, service and complaint handling, process and date of production or execution, delivery, suitability for use, quantity, specification, geographic or commercial origin, results to be expected, or the results and essential features of tests and controls performed.
- c. The extent of the obligations of the advertiser, the motives for advertising and the nature of the sales process, the explanation of a symbol in connection with direct or indirect sponsoring, or acknowledgment of the advertiser or the product;
- d. The price or the way the price is calculated, or an explicit price advantage;
- e. Necessary services, spare parts, replacement or repair;
- f. The quality, characteristics and rights of the advertiser or his agent, like for example his identity, his assets, qualifications, status, acknowledgment, affiliation, connections; his industrial, commercial or intellectual rights of ownership or the prizes, awards and decorations he has won;
- g. The legal rights of the consumer, including the right of replacement or refund, or the risks he might run.

8.3 Advertising is also regarded as misleading if it entices or may entice the average consumer to make a decision on a transaction he would not otherwise have made. Misleading advertising includes:

- a. Marketing of a product in a way that could lead to confusion with products, trademarks, business names and other distinguishing characteristics of a competitor;
- b. Non-observance of a code of behaviour by the advertiser, who bound himself to this code, in so far as the obligation is verifiable and the advertiser declares himself as bound to this code;
- c. Omitting essential information, keeping information concealed, supplying information, in an unclear, incomprehensible, ambiguous way or supplying the information in an untimely fashion.

Explanation of article 8.3

In case the medium used for advertising has its limitations in space or time, these limitations as well as the measures taken by the advertiser to supply the information in another way, will be taken into account when deciding whether information has been omitted. Essential information consists among other things of all information the advertiser has to provide pursuant to the law.

8.4 In case an advertisement serves as an invitation to purchase, the following information shall be supplied:

- a. The principal characteristics of the product, to the extent that is suitable for the medium and the product;
- b. The geographical address and the identity of the advertiser, in particular his business name, and, as the case may be, the geographical address and the identity of the advertiser on behalf of whom he is acting;
- c. The price, including taxes, or, if the product is such that the price thereof cannot reasonably be determined beforehand, the way the price is determined and, if the case may be, all supplementary freight costs, delivery or postage costs, or if these costs cannot reasonably be determined beforehand, the fact that these supplementary costs will possibly have to be paid;
- d. The method of payment, delivery, execution and the complaint handling procedures, in case they deviate from the requirements of professional devotion;

- e. The rights of withdrawal and annulment, where products and transactions with rights hereof are concerned.

Explanation of article 8.4

The invitation to purchase is defined as a commercial message stating the characteristics and the price of the product in a way suitable for the medium used, and thus enabling the consumer to make a purchase. The use of an answering or ordering mechanism must be provided, unless the consumer may conclude a transaction directly and immediately with the distributor.

8.5 The methods of advertising which are considered misleading under all circumstances are referred to in Annex 1 of the Dutch Advertising Code.

Explanation of article 8.5

The methods of advertising as referred to in Annex 1 of the Dutch Advertising Code are misleading under all circumstances. Therefore it is not necessary to consider whether they are misleading for the average consumer, or if the economic behaviour of the average consumer is or may be substantially disrupted.

9. Testimonials, commendations or statements by experts that are used in advertisements shall be based on the truth and tally with the latest accepted scientific views.

10. Scientific terms, statistical data and quotations shall be used with the utmost care in advertisements intended for the general public, in order to obviate confusion of ideas. If use is made of statistics which are valid only within certain limits, such limits shall be stated clearly. No technical terms, descriptions, illustrations or pictures that are manifestly intended to suggest in a quasi scientific or misleading manner the presence of non-existent properties of goods or services shall be used.

11. Recognizable advertising

11.1 An advertisement shall be recognizable as such by virtue of its lay-out, presentation, content or otherwise, taking into account the public for which it is intended.

11.2 Advertisements in audio-visual media shall be clearly distinct from the rest of the programming by optical and/or acoustic means. The use of subliminal techniques is prohibited. The use of elements from a broadcast programme in advertising is also prohibited in the event it can be reasonably assumed that the viewers or listeners would be misled or confused by it. The appearance in advertising of people who may be deemed, by virtue of their participation in broadcast programmes, to have influence or instil confidence in certain sections of the public is prohibited.

Explanation of article 11

The term audio-visual media particularly refers to programmes broadcast on radio and TV. Subliminal techniques refer to techniques which employ inserted images and/or sounds of very brief duration in an attempt to influence viewers or listeners, possibly without their knowledge or ability to perceive them.

12. If a 'guarantee' is mentioned in an advertisement, the scope, content and duration of the guarantee shall be made clear, in accordance with the relevant medium.

13. Comparative advertising is defined as any form of advertising in which a competitor, or goods or services provided by a competitor, are mentioned explicitly or implicitly. Comparative advertising is permitted - as far as the comparison is concerned- provided it:

- a. is not misleading according to the spirit of the Dutch Advertising Code.
- b. compares products or services that meet the same demands or are intended for the same purpose;

- c. compares objectively one or more essential, relevant, checkable and representative characteristics of these goods or services, such as price;
- d. does not lead to the advertiser being confused with a competitor, or the brands, trademarks, other distinguishing characteristics, goods or services of the advertiser being confused with those of a competitor;
- e. does not harm the good name or make disparaging remarks about the brands, trademarks, other distinguishing characteristics, goods or services, activities or circumstances of a competitor;
- f. concerns in the case of products with a designation of origin, products with the same designation;
- g. leads to no unfair advantage resulting from the familiarity of a brand, trade name or other distinguishing characteristics of a competitor or the origin designation of competitive products; and
- h. does not present goods or services as an imitation or copy of goods or services with a protected trademark or protected trade name.

Any comparison that refers to a special offer shall indicate clearly and unambiguously the end and should the special offer not yet apply, the beginning of the period during which the special price or other specific conditions apply, or state that the special offer continues as long as stocks last or services can be provided.

14. Aggressive advertising

14.1 Aggressive advertising is prohibited. An advertisement is considered to be aggressive in the event that, taking into account all its properties and circumstances, the actual context, the limitations of the means of communication and the public at which it is aimed, it considerably restricts or may restrict the freedom of choice and the freedom of action of the average consumer with regard to the product, by means of intimidation practices, pressure, including physical violence, or improper manipulation, as a result of which the consumer is enticed or may be enticed to make the decision to conclude a transaction, which decision he would not have taken otherwise.

14.2 The methods of advertising which are considered aggressive under all circumstances are referred to in Annex 2 of the Dutch Advertising Code.

Explanation of article 14

Improper manipulation is defined as taking advantage of a dominant position in order to put pressure on the consumer even without the use of violence or threat of violence, in such a way that the consumer's capacity to take a well-informed decision is considerably reduced. The methods of advertising as referred to in Annex 2 of the Dutch Advertising Code are considered aggressive under all circumstances. Therefore it is not necessary to consider whether they are aggressive in respect of the average consumer, or if the economic behaviour of the average consumer is or may be substantially disrupted.

15. At the request of the Advertising Code Committee or the Board of Appeal the advertiser shall demonstrate the correctness of the advertisement, should this be disputed for good reasons.

16. The Dutch Advertising Code shall not only be applied according to the letter of its provisions but according to their spirit as well.

17. In the case of Special Advertising Codes, the General Section of the Dutch Advertising Code shall remain fully in force.

18. Companies as well as consumers have the right to submit a complaint about violations of the Dutch Advertising Code with the Advertising Code Authority. This means that where in this part of the General Code reference is made to consumers, corporate bodies are also covered.

NB The general part of the Dutch Advertising Code became operative on 1 February 2008 and will be applicable to advertising messages that have been published after 12 December 2007. The quotation title is: NRC (new)

NB : After Annex 2 the old and new articles of the Dutch Advertising Code are included in a table of concordance (before (old) and after (new) 1 February 2008) as well as the corresponding articles of the Unfair Commercial Practices Directive (UCPD).

19. At the request of the President of the Advertising Code Committee, organisations and institutions which publish advertisements are bound to submit a valid proof of payment of the financial contribution, yearly stipulated by the Advertising Code Authority.

Explanation of article 19

The financial contribution is based upon a percentage of the advertiser's gross media expenses. The Board of the Advertising Code Authority decides each year the percentage that applies. In addition, the yearly contribution per concern is maximized to € 30,000. Furthermore, an advertiser, not being part of a concern and having no more than € 1 million gross per year media-expenses, is not bound to pay a contribution for the year concerned.

This article came into effect on 15 January 2010 and applies to contribution requests made after this date.

For the year 2010 a 0.025 percentage has been determined (= € 250 per € 1 million media expenses) and the contribution is based upon the gross media expenses in the year passed, as produced by Nielsen. The Advertising Code Authority itself upholds the obligation to pay. See www.reclamecode.nl for further information.

Annex 1

Advertising is considered misleading under all circumstances' in the event of:

- 1.** Claiming to have signed a code of conduct, when this is not the case.
- 2.** Attaching a confidence label, a quality label or similar label without having been granted the required permission

This means, for example, that an advertiser may only use the logo of an employers' organisation if he is entitled to do so, and, that an advertisement may not suggest that the advertiser is a member of an employers' organisation or associated with an arbitration board if this is not the case.

- 3.** Claiming that a Code of Conduct is acknowledged by a public or other authority, when this is not the case.
- 4.** Claiming that an advertiser (and his advertisement) or a product is recommended, acknowledged or approved by a public or private organisation, when this is not the case; or claim such a thing when the terms of the recommendation, acknowledgment and/or approval are not met.
- 5.** Offering products for a certain price without mentioning that there are good reasons to suspect that the advertiser might not be able to deliver these products or similar products for the mentioned price, nor have another advertiser deliver them, during a certain period and in quantities, which are reasonable, taking into account the product itself, the range of the advertising campaign for this product and the price offered (bait).
- 6.** Offering a product for a mentioned price and subsequently:
 - (a) Refusing to show the consumer the offered product; or
 - (b) Refusing to accept an order or refusing to deliver the product within a reasonable term; or
 - (c) Showing a defective example of the product with the intention to commend another product ('bait and switch').
- 7.** Deceptively claiming that the product will be available for a limited period of time or only under special conditions for a limited period of time, to urge the consumer to make an immediate decision and not give him a chance or enough time to make an informed decision.
- 8.** Claiming or otherwise suggesting that a product may be sold legally, when this is not the

case.

9. Presenting legal consumer rights as distinguishing features of the advertiser's offer.

10. Using an editorial, paid by the advertiser, for advertising a product, when this is not made clear to the consumer in the text or in easily identifiable images or sounds (advertorial).

11. Making incorrect statements with regard to the nature and extent of the life-threatening danger to the consumer and his family, in the event that he does not buy the product.

12. Promoting a product that resembles a product produced by a certain manufacturer in such a way as to purposely give the impression that the product has indeed been fabricated by this manufacturer, when this is not the case.

13. Initiating, managing or promoting a pyramid system whereby a consumer's ability to realize compensation after his initial payment results exclusively from his introduction of new consumers into the system, rather than from the sale or use of products.

14. Claiming that the advertiser is about to stop his business or move to another place, when this is not the case.

15. Claiming that certain products may facilitate the winning of games of chance.

16. Claiming falsely that a product may cure illnesses, ailments or malformations.

17. Supplying incorrect information about market circumstances or the possibility to obtain the product with the intention to make the consumer buy the product on terms less favourable than the normal market terms.

18. Claiming within the context of an advertisement that a contest is being organised or prizes offered, without actually presenting the announced prizes or a reasonable alternative.

19. Calling a product 'free of charge', 'for nothing' or 'at no cost available' if the consumer has to pay something else instead of the inevitable costs, in order to respond to the offer and collect the product or have it sent for.

20. Including an invoice or similar request for payment in advertising material to create the impression that the consumer has already ordered the commended product, when this is not the case.

21. Deceptively claiming or creating the impression that the advertiser is not acting on behalf of his business, company, trade or profession, or deceptively pretending to be a consumer.

22. Deceptively creating the impression that for a certain product service is available in another member state rather than in the state where the product is sold.

Annex 2

'Under all circumstances aggressive advertising' is defined as:

1. Putting persistent and undesirable pressure in telephone calls, faxes, e-mail or other means of communication.

2. Creating the deceptive impression that the consumer has already won a prize, will definitely win a prize or, upon performing a certain action, win a prize or benefit equally, while in fact:

- there is no question of winning a prize or benefiting equally, or
- if taking steps to qualify for a prize or benefit equally otherwise, is subject to payment by the consumer of a certain amount or of the herewith related costs.

3. Acting contrary to art. 2 Introduction and sub a and b of the Code for Advertising Directed at Children and Young People (as included in the Dutch Advertising Code).

Table of concordance

DAC 1 February 2008	DAC (old)	Unfair Commercial Practices Directive (UCPD)	Remarks
Art 1	Art 1		
Art 2	Art 2		
Art 3	Art 3		
Art 4	Art 4		

Art 5.	Art 5.		
Art 6	Art 6		
Art 7	Art 7 repealed	Article 5 par. 1, 2a and 2b and 4	Explanation of article 7 DAC new = article 2 par. e, h, k and article 5 par. 3 UCPD
Art 8.1		Article 7 par. 1	
Art 8.2		Article 6 par. 1 sub a to g incl. Article 7 par. 2	
Art 8.3		Article 6 par. 2 sub a and b Article 7 par. 2	Explanation of art 8 par. 3 DAC new = article 7 par. 3 UCPD
Art 8.4		Article 7 par. 4	
Art 8.5		Article 5 par. 5	
Art 9.	Art 8		
Art 10	Art 9		
Art 11	Art 10		The concept of radio/television commercials has been adjusted. The regulations for television now apply to audio-visual media (radio and TV). Article has been clarified by supplementary par. 1 and 2
Art 12	Art 11		
Art 13	Art 14		
Art 14.1		Article 8	
Art 14.2			
Art 15	Art 15		
Art 16	Art 17		
Art 17	Art 18		
Art 18	adjusted		Included to explicitly specify that these regulation apply to B2B as well as B2C
<u>Annex 1</u>		Annex 1 UCPD	
1 to 7 incl.		1 to 7 incl.	
8 to 22 incl.		9 to 23 incl.	
<u>Annex 2</u>		Annex 1 UCPD	
1		26	
2		31	
Art 2 Introduction, par. a and b CCY		28	CCY= Advertising Code directed at Children and Young People (=Special Advertising Codes SAC)
	Art 12, 13 en 16		N.B. article 13 and 16

	repealed		are “empty” articles Article 12 has been incorporated in OHP articles.
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Table of concordance Guideline for Audiovisual Media Services

Guideline for Audiovisual Media Services	Dutch Advertising Code
Article 3 par 1 a	Article 11.2
Article 3 par 1 b	Article 11.2
Article 3 par 1 c sub i) and ii)	Article 2 + new explanation
Article 3 par 1 c sub iii)	Article 4 and article 6
Article 3 par 1 c sub iv)	Code for Environmental Advertising
Article 3 par 1 e	Advertising Code for Alcoholic Beverages
Article 3 par 1 f	Special Advertising Code a.
Article 3 par 1 g	Code for Advertising directed at Children and Young People
Article 2 par 2	Advertising Code for Food Products

The explanation of article 2 was added on 17 August 2009.

B. SPECIAL ADVERTISING CODES

Where in these codes is referred to advertising, this is held to be advertising as defined in article 1 of the General part of the Dutch Advertising Code.

a. KOAG/KAG Approval Board

Advertising messages about drugs aimed at the general public shall be provided with a valid authorization stamp issued by the Inspection Board for the Public Commendation of Registered Drugs (KOAG) in conformity to its articles.

In the case of complaints about advertisements evaluated by the Inspection Board for the Commendation of Health Products (KAG) the Advertising Code Committee or Board of Appeal can take into account the decision of the KAG.

b. Courses

Advertisements for courses shall provide a faithful picture of the institution that organizes the course and under whose auspices the course is given, as well as of the course itself. The advertising shall refrain from any suggestion of results which cannot reasonably be expected and the mentioning of non-recognized 'degrees'.

c. Contests

- a. Advertisements in printed media announcing a contest shall contain at least the following information:
 - name and complete address of the organizer of the contest;
 - the number of prizes and a description from which their monetary value is known or can easily be derived;
 - the latest date of submission of the contest form;
 - any exclusions from participation;
 - date of results and manner in which they are to be announced.

d. Loans, Investments and Real Estate

Loans and investments

Advertisements for forms of saving, loans and/or investments shall contain no claims which can mislead the general public regarding the terms of the loan or securities on offer, actual or estimated earnings, or the terms of interest payments and redemption.

Real Estate

Advertisements for transactions concerning real estate shall contain no misleading or grossly exaggerated claims concerning ownership or the transfer of ownership of the land and the premises which are, or will be built on it and related matters such as materials, facilities, location, required (statutory) formalities, rights, price and financing options. Exceptional care shall be exercised in advertising for real estate located abroad.

e. Outwork

Advertisements for outwork shall give a faithful description of the work concerned and state the expected remuneration. When proposals are made to charge for the use of machinery or raw materials or parts, or when the advertiser proposes purchasing the goods made by the outworker, the advertisement shall contain all relevant information. The name and address of the advertiser shall be stated in full.

f. Tobacco Products

Radio and television advertisements of tobacco products are prohibited, except for advertising in tobacco shops or in a tobacco sales outlet with a lockable entrance door in a grocery shop or department store, clearly separated from the rest of the shop (for specific definitions and exceptions see section 5 of the Dutch Tobacco Law).

ADVERTISING CODE FOR ALCOHOLIC BEVERAGES

GENERAL PROVISIONS

Field of application

The Advertising Code for Alcoholic Beverages applies to advertising for alcoholic beverages and for non-alcoholic beverages when these are recommended for consumption together with alcoholic beverages. This Code applies to advertising intended specifically for the Netherlands.

Because the catering industry, i.e. businesses that are involved in the distribution of alcoholic beverages, is not associated with the Organisation for the Moderate Use of Alcohol [STIVA], enforcement is not possible in this particular business, except on a voluntary basis or by the cooperation of the media. Decisions about article 20 with respect to caterers who do not return a compliance form to the Advertising Code Authority will be reported to the caterer concerned and to the local administration of the place where the catering company is established.

Definitions

In this Code, the following definitions apply:

Advertising of Alcoholic Beverages: any public and/or systematic direct or indirect commendation of alcoholic beverages and of non-alcoholic beverages in so far as the latter is commended for use in combination with alcoholic beverages, regardless of the medium used (including print, radio, TV, labels, packaging, the Internet) and including consumer promotion campaigns, direct mail, merchandizing, 'point-of-sale' material;

Action Advertising Message: an advertising message for an alcoholic beverage in which the commendation predominantly concerns the conditions for provision to the consumer, e.g. price, length of action period etc.;

Thematic Advertising Message: an advertising message not being an action advertising message for an alcoholic beverage in which the commendation takes shape, mainly by the presentation of the product characteristics, the image, atmosphere and desirable consumption setting.

Alcoholic Beverage: any beverage containing more than one-half of one percent (0.5 %) of alcohol by volume at a temperature of twenty degrees centigrade.

Trade Fair: an exhibition where, in a B2B setting, a sector member brings alcoholic beverages to the attention of primarily professional providers.

Sector: the part of the business community involved in the production, import, distribution, sale and provision of alcoholic beverages;

Games: all games which can be played digitally;

Catering Industry Promotions: promotions in catering establishments or at events, where a promotion team, by order of a producer or importer, introduces one of the branded products of the producer or importer to the attending public;

Broadcasting Station for young persons: a broadcasting station of which over 25 % of the total viewing and listening public are minors. Determination of the percentage of minors in the watching and listening public is based on the weighed average of the viewing and listening

figures as compared to the entire programme selection of a given broadcasting station. The percentage shall be measured by a generally accepted viewing and listening survey. Each year the sector shall, on the basis of a survey by an independent organisation, determine which stations are to be designated as broadcasting stations for young persons;

Merchandising: articles, carrying the brand name and/or the logo of any alcoholic beverage, which a consumer can obtain by payment through the retail industry or through a member of the sector;

Minors: persons under the age of 18 years;

Premium: a free article, carrying the brand name and/or the logo of any alcoholic beverage which a consumer obtains when purchasing any alcoholic beverage in the retail or catering industry, or which he receives within the frame of a catering industry promotion;

Printed Advertising Messages: advertisements in newspapers, magazines, posters, and flyers, (among which billboards, posters, bus shelters and hoardings), in which an alcoholic beverage, its brand, or producer forms the focal point.

Product Placement: the display of or referral to a product, service or logo, on payment or for equivalent compensation, within the scope of a programme or a media subdivision similar to a programme;

Tasting: a meeting facility, where on initiative of a sector member, and in accordance with the specifically stated conditions given in the explanation of article 26, alcoholic beverages are presented to the consumer, free of charge, to be consumed at the Trade Fair or during a catering industry promotion.

Ring Tone: the sound produced when a telephone call, a Short Message (SMS) or Multimedia Message (MMS) is coming in on a mobile phone;

SMS: Short Message Service: the ability to send and receive mobile phone text messages. A message consists of words and/or numbers and/or an alpha-numeric combination.

Sponsoring: financial support by a sector member.

GENERAL

Article 1

Since the irresponsible consumption of alcoholic beverages can cause problems, restraint shall be exercised in all advertising messages for such beverages. Advertisements of alcoholic beverages shall not show, suggest, nor stimulate any excessive or otherwise irresponsible consumption.

Article 2

Advertising messages for alcoholic beverages shall not negatively depict abstinence or the moderate use of alcoholic beverages, nor shall advertising present alcoholic beverages favourably compared to any non-alcoholic beverage.

Article 3

Par. 1

Advertising messages for alcoholic beverages shall cause no confusion about the alcohol percentage of alcohol in the beverage.

Par. 2

Advertising messages for alcoholic beverages, including brand name, type name and packaging shall not create the impression that the beverage in question is a soft drink, lemonade or other non-alcoholic beverage.

Article 4

Advertising messages for alcoholic beverages shall not suggest that the percentage of alcohol is in itself a favourable quality. Nor shall the suggestion be made that a lower percentage means a diminished risk.

Article 5

Advertising messages for alcoholic beverages shall not conflict with the requirements of good taste and decency, or harm human dignity and integrity.

CLAIMS**Article 6**

Advertising messages for alcoholic beverages:

Par.1

shall not refer to the un-inhibiting effect of alcoholic beverages such as the reduction or disappearance of feelings of anxiety, inner conflicts or feelings of social inadequacy.

Par. 2

shall make no reference to possible health benefits as a result from the consumption of alcoholic beverages.

Par. 3

shall in no way suggest that the consumption of alcoholic beverages improves physical or mental performance.

Par. 4

shall in no way suggest that the consumption of alcoholic beverages enhances sporting performance.

Article 7

Advertising messages for alcoholic beverages shall in no way suggest that the consumption of alcoholic beverages affects professional performance favourably.

Article 8

Advertising messages for alcoholic beverages shall not create the impression that there is a relationship between the consumption of alcoholic beverages and social or sexual success. This causal relationship may even be insinuated when there is no question of alcohol consumption in the message.

The following advertising messages in the explanation of article 8 are expressly forbidden (this list is not exhaustive or exclusive).

Explanation of article 8

Social success:

- Messages in which one of more persons are portrayed in a 'before' and 'after' situation, where one or more persons in the 'before' situation apparently fail in social and/or inter-human skills and in the 'after' situation, after having consumed alcoholic drinks, do have these skills.
- Messages in which a person finds a job or receives a promotion in his work as a consequence of alcohol consumption;

- Messages, in which a person clearly acquires a greater social status as a direct consequence of alcohol consumption.

Sexual success:

- Messages in which a bar or discotheque or party is shown where persons do not want to dance with the central figure until he/she has drunk alcohol (where he/she evidently first did not want to have an alcoholic drink).

N.B. showing one or more persons who (already) are sexually or socially successful does not contravene in itself with article 8 of the Advertising code for Alcohol.

VULNERABLE GROUPS

Pregnant women

Article 9

Advertising messages for alcoholic beverages shall not be aimed specifically at pregnant women.

Minors

Article 10

Advertising messages for alcoholic beverages shall not be aimed specifically at minors. Specific messages which are not permitted are described in the explanation of article 10.

Explanation of article 10

The following advertising messages within the scope of article 10 of the Advertising Code for Alcoholic Beverages are expressly forbidden (this list is not exhaustive or exclusive):

- messages in which teen-age idols are used;
- messages/actions in which premiums are used, specifically targeted at minors, such as little dolls, cuddly toys, toy cars, games, stickers, beach toys, or school related articles;
- ring tones or music, specifically aimed at teen-agers;
- messages in which the specific language of young people is used;
- messages which misrepresent situations that refer to teen-age behaviour, adolescent infatuations, school parties, school examinations;
- messages that make use of the style, fashionable amongst minors at that moment.

Article 11

Advertising messages for alcoholic beverages shall not show persons who are younger or appear younger than twenty-five who drink alcoholic beverages or who encourage the consumption of alcoholic beverages.

Article 12

Advertising messages for alcoholic beverages shall not suggest that the consumption of alcoholic beverages is a sign of maturity and that abstinence is a sign of immaturity.

Article 13

The offer of premiums to persons, who have not yet reached the legal age for purchasing the alcoholic beverage concerned, is not permitted.

HIGH-RISK SITUATIONS

Article 14

Advertising messages for alcoholic beverages shall not depict situations that encourage risky behaviour.

Article 15

The advertising of alcoholic beverages at events is not permitted if it can be reasonably assumed that drinking alcoholic beverages will facilitate disruption of the public order and/or that disruption of the event concerned will be promoted.

Article 16

The advertising of alcoholic beverages at events is not permitted, if the risk of physical injury to participants and/or spectators can be reasonably expected as a result of drinking alcoholic beverages.

Article 17

Advertising messages for alcoholic beverages shall not associate the consumption of alcoholic beverages and active participation in traffic using a vehicle of any kind. Should a commendation of alcoholic beverages be visible on a vehicle, then the vehicle shall also bear a clearly readable warning against operating a vehicle after drinking alcoholic beverages. Vehicles used for the transportation of alcoholic beverages, such as trucks, vehicles for a beer delivery service and the catering industry service do not have to bear a warning against operating a vehicle after drinking alcoholic beverages.

SPECIFIC FORMS OF ADVERTISING

Collective Advertising

Article 18

Collective advertising for various types of alcoholic beverages is not permitted. Advertising for alcoholic beverages is only permitted with designation of the brand or trade name, and in the case of wine, also with designation of the place, region or country of origin.

Sports and Events Sponsorship

Article 19

The linkage of the brand name of an alcoholic beverage to an event is permitted. All the rules of this Code apply to sports and events sponsorship.

Free Supply

Article 20

Unless at sampling events, advertising involving an alcoholic beverage being offered by a member of the sector or with the active participation of a member of the sector to private persons free of charge or for less than half the normal retail price, is not permitted.

VULNERABLE GROUPS

Minors

Article 21

Advertising messages for alcoholic beverages shall not reach an audience which consists of over twenty-five percent (25%) of minors. For advertising messages the measure of the reach is considered to be the generally accepted research of the reach. For events, the attendance figures shall apply as the measure of the reached audience. The burden of proof in this matter lies with the advertiser, who must use the generally accepted listening and viewing figures. For websites the users' profile shall be made plausible.

Article 22

Advertising messages for alcoholic beverages shall not be broadcast on radio or television immediately before, during or immediately after programmes that, according to generally accepted listening or viewing figures, are heard or watched for more than twenty-five percent (25%) or more by minors.

Article 23

Par. 1

Broadcasting stations intended for young persons shall not advertise alcoholic beverages.

Par. 2

Magazines specifically aimed at minors shall not advertise alcoholic beverages.

Par. 3

Websites specifically intended for minors shall not advertise alcoholic beverages.

OTHER MEDIA

Short Message Services and Games

Article 24

Advertising messages for alcoholic beverages shall not be sent to minors solicited or unsolicited, in the form of ring tones or mobile telephone games, nor in the form of Short Messages (SMS), internet games or other computer games, particularly intended to reach minors. Advertising or product placement in the abovementioned games by the sector is not allowed.

Article 25

Websites of which the (brand) name of the alcoholic beverage is also part of the domain name shall ask the visitors to the homepage or any other page when they visit it for the first time, whether they are 18 years or older. An age check shall be used for this purpose. Visitors shall at minimum either have to fill in or click at their birth date (day, month, year). Admission to the website shall only be permitted if the visitor has indicated that he is of age at the moment he completed the age check.

PERSON-ORIENTED ADVERTISING

Catering Industry Promotional Campaigns

Article 26

Par. 1

The commendation of alcoholic beverages by catering industry promotion teams shall not be directed at minors. This form of commendation is not tolerated in places where minors form more than twenty-five percent (25%) of the audience at the time.

Par. 2

During promotional catering campaigns it is not permitted to offer alcoholic beverages free of charge.

Par. 3

During promotional catering campaigns it is not permitted to sell alcoholic beverages at less than half the normal retail price.

Furthermore, no more than one alcoholic beverage per client shall be offered at a reduced price.

Par. 4

During promotional catering campaigns it is not permitted to offer an alcoholic beverage at a reduced price and at the same time give away a 'premium', i.e. a free gift.

Par. 5

During promotional catering campaigns it is permitted to organise a tasting of alcoholic beverages.

Explanation of Article 26

In the event a promotional catering campaign consists of a tasting, then

- will the tasting exclusively be held in a catering establishment that has a liquor licence or at events, which are exempt from the Liquor Licence, within the scope of art. 35 of the Liquor Act;
- solely the following portions are permitted: for hard liquor 2 cl, for wine 5 cl and for beer and cider 7,5 cl;
- a person may taste a maximum 1 unit of 1 brand of alcoholic beverage. If during a promotional campaign several varieties of 1 brand are being promoted, a person may taste a maximum 3 units. If during a promotional campaign several brands of 1 variety are promoted, a person may taste a maximum of 3 units. If during a promotional campaign several varieties are promoted, a person may taste a maximum of 3 units. In this case, all alcoholic beverages to be tasted have to be different.
- it is not permitted to taste beer, wine and hard liquor at the same time.

Outdoor advertising and Advertising in Cinemas

Article 27

Par. 1

Advertising for alcoholic beverages is not permitted on billboards, posters, bus shelters or hoardings that are in view of alcohol rehabilitation centres or educational centres that are attended primarily by minors, or along motorways or other roads outside built-up areas.

Par. 2

Advertising messages shall not be broadcast in cinemas before children's films, family films dubbed in Dutch, and before children's matinee films or school film programmes. As to other films, advertisements for alcoholic beverages may only be broadcast if minors form no more than twenty-five percent (25%) of the audience.

SPECIFIC FORMS OF ADVERTISING

Article 28

Advertising messages for alcoholic beverages shall not be borne by a sports individual or sports team and shall not be displayed on objects used by the sportsman during sporting activities; nor on vehicles that the individual or sports team use in the exercise of speed sports.

Trade fairs

Article 29

During trade fairs exhibitors are permitted to organise a tasting of alcoholic beverages.

Explanation of Article 29

If a tasting is organised during (and on the premises of) a Trade Fair, the terms and conditions, stated in the Explanation of art. 26 apply.

Tap systems

Article 30

Members of the sector are not permitted to make professional tap systems available free of charge or for a token payment at public events and festivities.

EDUCATIONAL SLOGANS AND LOGO

Article 31

Par. 1

In the case of advertising messages for strong alcoholic beverages that are broadcast on television, in cinemas, theatres and closed-circuit television, every broadcast shall at minimum contain the - clearly readable- educational slogan or logo mentioned in par.2.

Par. 2

In advertisements for strong alcoholic beverages the slogan "Enjoy, but drink in moderation" shall be used, and for low alcoholic beverages the slogan: "Under 16? Not a drop!" as further specified in Annex 1 to this Code.

Par. 3

All printed advertising messages as well as commercials for alcoholic beverages on websites of which the brand name of the alcoholic beverage is also part of the domain name, shall contain the educational slogan and/or logo suggested in Par.2. Solely for Action Advertising in the retail industry is it permitted to use other than the educational slogan or logo mentioned in Par.2. Should another slogan be used then permission must be obtained from the Contact Person for the Code of the Retail industry and of the Organisation for the Moderate Use of Alcohol [STIVA] prior to the first mention.

Par. 4

Directives for the use of the educational slogan and/or logo in all forms of advertising mentioned in this article are included in the explanation of art. 31.

Explanation of art. 31

The educational slogan "Enjoy, but drink in moderation" and the logo "Under 16?Not a drop!" must be used in advertisements for alcoholic beverages broadcast on television, in cinemas, in printed advertisements and also on the internet. The following rules apply:

Printed advertising messages

Type of advertising messages

The requirements for the use of the educational slogan "Enjoy, but drink in moderation", respectively of the logo "Under 16? Not a drop!" apply to the following printed advertising messages: advertisements in newspapers, magazines, on posters and flyers (among which billboards, bus shelters and hoardings) in which an alcoholic beverage, it's brand name or producer is the central focus.

Slogan

Font of Slogan

Arial italic

Size of the Slogan

The size depends on the size of the advertising message (W x H).

Should the paper size be smaller than A5 then the slogan shall be of similar size as the body text of the advertisement.

Further, the type size shall follow the size of the message:

- A5 (210 x 148 mm) : type size 9
- A4 (210 x 297 mm) : type size 12
- A3 (420 x 297 mm) : type size 16
- A2 (420 x 594 mm) : type size 20
- A1 (841 x 594 mm) : type size 24
- A0 (841 x 1189 mm): type size 30
- Bus shelter/hoarding (1160 x 1710 mm): type size 150

In case of other paper sizes which are larger than A4, the type size of the slogan shall be defined by comparing the paper size with the closest standard size mentioned above.

Place of the slogan

The slogan has to be placed sufficiently separated from the body text and in a horizontal direction so as to attract sufficient attention.

Lay-out of the Slogan

The slogan shall be clearly distinguishable against the background colour with as much positive (black) and negative (white) as possible.

Logo

Logo Format

The guideline states that should the short side of the carrier be divided in 5 equal parts and on the basis thereof a basic grid is based on squares, the format of the logo equals one square.

Placement of the logo

The logo must be at least clearly visible and be placed sufficiently separated from the body text.

Lay-out of the logo

Use must be made of the files which can be downloaded from www.geen16geendruppel.nl or from other files that are equivalent as to content and quality.

When in doubt as to format, position and lay-out, the technical specifications can be found at www.geen16geendruppel.nl.

Commercials on TV, in cinemas and on the internet

Slogan

Fount

Arial italic

Type size

If the screen ratio is 16:9, which is the standard wide-screen ratio, the type size of the slogan shall be 26.

Duration

The slogan shall be visible for at least 5 seconds. In a tag-on or a tag-forward the educational slogan shall also be visible for 5 seconds. If the tag-on or the tag-forward is shorter than 5 seconds, then the slogan has to be visible during the total presentation of the broadcast.

Placement of the slogan

The slogan shall be placed horizontally at the bottom of the screen in the 'title safe area' (or 'text safe').

Lay-out of the slogan

The slogan shall be clearly distinguishable against the background colour, with as much positive (black) and negative (white) as possible.

Timing of the slogan

The slogan shall not be shown simultaneously with a pack-shot, disclaimer or pay-off. Furthermore, the slogan has to be placed sufficiently separated from the body text so as to attract sufficient attention.

Logo

Duration

The logo shall be visible for at least 5 seconds. In a tag-on or a tag-forward the logo shall also be visible for 5 seconds. If the tag-on or the tag-forward is shorter than 5 seconds, then the logo must be visible during the total presentation of the broadcast.

Placement of the logo

The logo shall be placed in the top corner left between the x48/y09v and x140/y148 coordinates in the standard wide screen 16:9 format. After the STIVA (Organisation for the Moderate Use of Alcohol) has given permission, only on the basis of ponderous practical arguments may be deviated from this position.

Lay-out of the logo

Use must be made of the files which can be downloaded from www.geen16geendruppel.nl or from other files that are equivalent as to content and quality.

Timing of the logo

The logo shall not be shown simultaneously with a pack-shot, disclaimer or pay-off. Furthermore, the logo has to be placed sufficiently separated from the body text so as to attract sufficient attention. For practical reasons the guidelines concerning the timing do not apply to tag-ons and tag-forwards, so the logo shall only be shown simultaneously with a pack-shot, disclaimer or pay-off in tag-ons and tag-forwards.

Passage to Municipal Authorities

Due to the fact that the industry involved in the provision of alcoholic beverages, the Catering Industry, is not associated with the STIVA (Organisation for the Moderate Use of Alcohol), the abovementioned rules can only be maintained voluntarily or with the cooperation of the media concerned. Decisions on art. 20 regarding entrepreneurs in the catering industry, who do not return a Compliance form to the department of Monitoring and Compliance of the Advertising Authority (SRC), will be made known by the STIVA to the entrepreneur concerned and to the authorities of the municipality where the entrepreneur is located.

ANNEX 1



Under 16? Not a drop!

LETTER BOX ADVERTISING, DOOR-TO-DOOR SAMPLING AND DIRECT RESPONSE ADVERTISING CODE

GENERAL PROVISIONS

Article 1

In this Code the following definitions apply:

a. letter box advertising: means all advertising material which is distributed through the letter box or post office box, whether by direct mail or door-to-door, which does not form an integral part of another medium such as newspapers or magazines;

b. door-to-door sampling: means the distribution of goods or samples by direct mail or door-to-door free of charge;

c. direct response advertising: all advertising in which the goods, services or information offered can be obtained direct from the provider by means of a written, electronic or telephone response;

d. advertiser: the party who orders letter box advertising, door-to-door sampling or direct response advertising to be sent to promote sales of his goods or services or to propagate his concepts;

e. distributor: a party who, either on instructions or otherwise, distributes or causes to be distributed letter box advertising, direct response or sampling material;

f. extended transaction: a transaction relating to a series of goods and/or services for which the delivery and purchase obligations extend over a period of time.

Article 2

The advertiser shall identify himself in letter box advertising, door-to-door sampling and direct response advertising in such a way that he is easily recognisable and actually accessible to the recipient. The name and address of the advertiser shall be stated in the offer, for which purpose mention of a post box number is not sufficient.

CONTENT AND HANDLING OF THE OFFER

Article 3

The goods and/or services that are offered shall be depicted and/or described clearly and truthfully.

Article 4

Every offer shall contain a brief, simply formulated summary of the rights and obligations attached to acceptance of the offer, in particular concerning cash price, the costs and conditions for paying in instalments, any postal charges and other conditions such as whether or not the offer is on approval without obligation, so recipient knows what is on offer and which are his rights and obligations should he accept the offer.

Article 5

As regards vouchers, cash premium coupons and savings stamps, the advantage or reduction for the recipient shall be easily identifiable and verifiable by him, and the offer's term of validity and any other restrictions shall be indicated.

Article 6

The advertiser undertakes to take back damaged premiums or goods and to replace them with new specimens.

UNSOLICITED GOODS

Article 7

The sending of unsolicited goods is prohibited if:

- a. it is stated or suggested that the recipient is obliged to pay unless he refuses the goods or returns them;
- b. the recipient obtains the impression that he is obliged to accept the goods.

RIGHT OF RETURN

Article 8

Where the expression 'on approval without obligation' or 'no good, money back,' or similar expressions are used, the advertiser shall be obliged to accept the returned goods unconditionally during the period specified in the offer.

Article 9

Unless the offer expressly stipulates otherwise, the recipient shall be entitled to return goods ordered by him as a result of direct response advertising, letter box advertising or door-to-door sampling within seven days or so much later as stipulated in the offer, without further obligation on his part, unless explicitly stated otherwise.

Article 10

When returning goods in the cases referred to in Articles 8 and 9, any sums already received by the advertiser shall be returned within 30 days of the date the returned goods are received.

EXTENDED TRANSACTION

Article 11

The recipient shall be entitled to dissolve an extended transaction entered into by him if the goods delivered fail to meet his justified expectations, subject to any termination rules agreed for this purpose.

DISTRIBUTION AND DELIVERY

Article 12

The distributor is obliged to ensure that advertising material distributed by direct mail or door-to-door reaches the recipient in good order, subject to the provisions of article 14.

Article 13

This article was withdrawn on 1 April 1993.

Article 14

Should the recipient state in writing that he does not want addressed advertising, the advertiser shall ensure that this wish is honoured unconditionally, as soon as possible and in any case within a period of three months of receipt of the request.

Article 15

Samples of goods shall be safely packaged when delivered to the recipient. The advertiser shall remain responsible for the distribution of the samples.

Article 16

Samples and other material which may constitute a danger to physical health in the event of internal or external use shall be handed over by the distributor only to adults and only in person.

Article 17

Since 1 January 2006 this article is part of the Advertising Code directed at Children and Young People.

Article 18

When distributing advertising material, employees of a distributor shall be able on request to identify the distributor for whom they are working.

Note: For possible prohibitions on the distribution of unaddressed advertising material and products containing alcohol see the respective Special Advertising Codes.

This Code became operative on 1 April 1993.

ADVERTISING CODE FOR THE USE OF THE POSTAL FILTER

Introduction

The objective of this special advertising Code is to inform consumers, companies and organizations in a uniformed way about the use of the National Register of Deceased Persons and the Postal Register of the Postal Filter Authority.

Article 1. Definitions

In this Code the following definitions apply:

1. **Postal filter authority** : this organization is located in The Hague; it is responsible to and in control of both the National Register of Deceased Persons and the Postal Register; (further: Postal filter).

2. **National Register of Deceased Persons**: the register in which the personal data of deceased persons is filed.

3. **Postal Register**: the register where personal data of persons who do not want to be contacted by Direct Mail is filed;

4. **Advertiser/Client**: the legal person or natural person who, acting in the course of his profession or business, distributes Advertising or causes Advertising to be distributed.

5. **Person**: a natural person, not acting in the course of his profession or business.

6. **Advertising**: any public commendation of goods, services or ideas (together referred to as: products). The solicitation of services is also considered advertising, with the exception of market research.

7. **Direct Mail**: any unsolicited Advertising, with the exception of market research, which is addressed (with and without initials and/or first name and/or surname) and physically sent by post to a person, which is not an integrated part of another medium, as newspapers and magazines¹;

8. **Prospect**: a person with whom an Advertiser/Client does not have an existing customer relationship and whose contact data has been used by an Advertiser/Client, either directly or via a third party.

Explanation of article 1.8

This means that where reference is made to an (existing) consumer relationship, it is also meant that the personal data has been collected within the scope of a product or service purchased. The way in which or under what circumstances the person concerned has permitted the Advertiser/Client to record his/her data to be used for Direct Mail may be taken into account, for example within the framework of a gift or a request for information in the past.

Article 2. Recording in the Register of Deceased Persons

Any heir or directly involved person can have the name of a deceased relative entered into the National Register of Deceased Persons in order to prevent an Advertiser/Client from making use of the deceased persons personal data to send advertising material (via www.postfilter.nl).

Article 3. Recording in the Postal Register

¹ Advertisements in and advertising supplements coming with another medium, for example with newspapers and magazines, being sent to a subscriber or an existing client/relation, go beyond the scope of the Postal filter body and this Code.

Any person who does not want to receive advertising material via Direct Mail can for this purpose enter his name in the Postal Register (via www.postfilter.nl).

Article 4. Period of Registration

4.1. A Person's data is recorded in the National Register of Deceased Persons for a 10 year period.

4.2. A Person's data is recorded in the Postal Register for a 3 year period.

Article 5. The Use of personal Data by Advertisers/Clients

5.1. An Advertiser/Client should always check the National Register of Deceased Persons before making use of the addresses of Persons (clients) and/or Prospects in order to send Direct Mail. It is not permitted to contact a Person and/or Prospect whose personal data has been recorded in the National Register of Deceased Persons.

5.2. An Advertiser/Client should always check the Postal Register before making use of the addresses of Persons (clients) and/or Prospects in order to send Direct Mail. It is not permitted to contact a Person and/or Prospect whose personal data has been recorded in the Postal Register.

5.3. Consultation of the National Register of Deceased Persons and the Postal Register has to take place no longer than maximum 6 weeks before the Direct Mail is actually sent.

Article 6. Complaints

6.1. A Person who thinks that an Advertiser/Client is acting in violation of this Code may submit a complaint in writing or per e-mail, to the Advertiser/Client concerned.

6.2. The Advertiser/Client shall investigate the complaint and inform the complainant about the results of the investigation within 2 weeks of receipt of the complaint.

6.3. The Complainant who is not notified promptly pursuant to the previous section of this article, or who is not satisfied with the resolution of his complaint may lodge a complaint with the Advertising Code Authority pursuant to the articles and regulations of this Authority. Should a prompt response by the Advertiser/Client not occur, the complaint shall be submitted by the complainant no later than two weeks after the elapse of the period stipulated in the previous section and in the case of an objection to a given response, within two weeks after receipt of that response, unless the complainant can demonstrate that this could not reasonably have been expected of him.

6.4. Should a complaint be allowed, the sanctions referred to in Articles 17 and 18, of the Rules concerning the Advertising Code Committee and the Board of Appeal shall apply.

Article 7. Legal Right to Object

This Code does not prevent the Advertisers/Clients from offering a Person the possibility to not receive Direct Mail. Article 14 of the Letter box advertising, Door-to-Door Sampling and Direct Response Advertising Code applies in this case.

Article 8. Coming into force and Evaluation and/or Amendment of the Code

This code became operative on 1 January 2010.

It shall be evaluated every year and revised if necessary.

This Code may also be revised earlier if there is a sufficient cause to do so.

CODE FOR THE DISTRIBUTION OF UNADDRESSED PRINTED ADVERTISEMENTS

DEFINITIONS AND GENERAL PROVISIONS

Article 1.1

In this Code the following definitions apply:

a. Advertising: any public and/or systematic direct or indirect commendation of goods, services or ideas (together referred to as: products). The soliciting of services is also considered advertising.

b. Advertising printed matter: any printed matter which consists wholly or partly of advertising, with the exception of free distribution newspapers (free local papers).

c. Samples: goods or samples of goods which are distributed without any consideration, for the purpose of commending them.

d. Unaddressed advertising printed matter: printed advertising and/or samples which are distributed door-to-door free of charge without mention of the address (or post office box) of the recipient.

e. Free local papers: unaddressed printed matter which is distributed door-to-door free of charge at regular intervals in a geographically limited area and of which at least 10% of the contents consists of information and news, but no advertising, about the area of distribution in question, and which in addition also contains advertising messages.

f. Sender:

- in the case of unaddressed printed advertising material: the person or persons mentioned as sender on the unaddressed printed advertising material;
- in the case of free local papers: the publisher mentioned in the paper concerned.

g. Distributor: the organization which distributes - or causes to be distributed - the unaddressed printed advertising material or the free local papers on behalf of the sender.

Explanation of Article 1.1.a

The term 'advertising' as defined in the Code means any public and/or systematic direct or indirect commendation irrespective of its origin. Thus no distinction is made whether an advertising message comes from a government agency, a non-profit organization or a company. If the message has no character of commendation, it is not considered advertising. This is the case, for example, in the distribution of purely factual information, which is generally also designated by the word 'information'. Whether or not a given message is advertising, is determined ultimately by the Advertising Code Committee and the Board of Appeal. The expression 'soliciting of services' refers to the recruitment of personnel or outworkers.

Explanation of Article 1.1.d

Advertising is unaddressed if the address of the recipient (post office box or home address) is not stated. It is not important whether a name is included in an address; printed advertising that is addressed to 'the occupant of' a specific address is therefore not considered unaddressed. It shall be borne in mind, however, that such printed matter does fall within the scope of the Infofilter scheme (see www.infofilter.nl), and that any person who has reported in writing to the Infofilter that he does not wish to receive unaddressed advertising shall also not receive printed matter that does not state his name but is directed to his address.

Explanation of Article 1.1.e

A free local paper differs from other newspapers in that it contains news and information about the area where it is distributed, besides advertising and possibly more general news. The relatively low percentage of 10% has been chosen deliberately.

Article 1.2.

The sender shall identify himself as such, so that he is readily accessible to the recipient. The name and address of the sender shall be mentioned in the unaddressed printed advertising and free local paper; the mention of a post office box number alone is not sufficient.

2. Stickers

2.1. The following stickers fall within the scope of this Code:

Sticker A: "NO UNADDRESSED PRINTED ADVERTISING MATERIAL,
NO FREE LOCAL PAPERS" (NO/NO)

Sticker B: "NO UNADDRESSED PRINTED ADVERTISING MATERIAL,
FREE LOCAL PAPERS ACCEPTED" (NO/YES)

as elaborated in the models included in Annex 1 of this Code.

2.2. The purpose of sticker A: by putting sticker A on or in the immediate vicinity of his letter box the occupant or user of the building concerned indicates that he does not wish to receive unaddressed printed advertising material or free local papers.

2.3. By putting sticker B on or in the immediate vicinity of his letter box the occupant or user of the relevant building indicates that he does not wish to receive unaddressed printed advertising material but does wish to receive free local papers in his letter box.

3. Compliance with stickers

3.1. Senders and distributors shall, both individually and in mutual consultation take all measures and provisions which are necessary:

- to ensure compliance with the wishes stated on the stickers referred to in Annex 1;
- for the further enforcement and implementation of this Code.

3.2. Senders and distributors shall keep count of the number of stickers used (or cause this to be done) and shall match the number of items of unaddressed printed advertising material and free local papers to this figure.

4. Distribution and Publicising of Stickers

4.1. The parties to this Code shall ensure that enough A and B stickers as referred to in Annex 1, are available to the public free of charge.

Explanation of Article 4.1

The distribution of stickers is arranged through the municipality and by way of the special telephone number 0900-2025095 (25 cents per minute). The sticker can be collected by the recipient of unaddressed printed advertising and/or free local papers at the town hall or at municipal agencies that have a public function and have been designated by the municipality. The quantity of stickers at a given location shall match the size of the population in the municipality concerned. The sticker can also be ordered by the recipient of unaddressed printed advertising material and/or free local papers by telephone, after which the stickers will be sent.

4.2. Parties to this Code shall ensure that the meaning and availability of the stickers is clearly brought to the attention of the public.

Explanation of Article 4.2

A PR plan has been developed for the introduction of the sticker system, which is intended to bring the sticker system effectively to the attention of interested parties.

5. Complaints

Any person who thinks he received unaddressed printed advertising material and/or free local papers in spite of the sticker being attached may complain in writing to this effect to the sender and/or distributor. The recipient of the complaint is obliged to investigate the complaint and to inform the complainant in writing within four weeks of the results of this investigation. Should the complaint be addressed to the sender, the latter shall, on first request, disclose the name and address of the distributor.

Explanation of Article 5

The right to complain applies to the stickers referred to in Annex 1. For resolution of complaints, contact should first be made by telephone with the sender or distributor. If the complainant desires to submit a complaint to the Advertising Code Authority, as provided in Article 6, he should complain in writing to the sender or distributor. In this case, both sender and distributor shall be assumed to be parties to the procedure as stipulated in Article 6.1. In the event of a procedure with the Advertising Code Authority, the complainant shall be able to submit a copy of the written complaint sent to the sender and/or distributor.

6. Supervision and Sanctions

6.1. Any complainant who has not been informed in time pursuant to Article 5 or considers the handling of his complaint unsatisfactory may then lodge a complaint with the Advertising Code Authority in accordance with its Articles and Rules. In the absence of a prompt response by the sender (or distributor, as the case may be) the complaint shall be lodged no later than four weeks after the lapse of the period described in article 5 and, in the event of an objection to a response received, within four weeks of receipt of the response, unless complainant can demonstrate that he could not reasonably have met this deadline.

Explanation of Article 6.1

The point of departure is that the complainant has four weeks for the second step of the complaint procedure. Should he exceed this period, he shall demonstrate that he was prevented from responding in time by, for example, illness, holidays or otherwise.

6.2. Should a complaint be allowed, the sanctions referred to in Articles 17 and 18, of the Rules concerning the Advertising Code Committee and the Board of Appeal shall apply.

6.3. Should a complaint be allowed, the Advertising Code Committee or the Board of Appeal may indicate whether the infringement of the Code is to be attributed to the sender or the distributor or both.

7. Entry into Force

This Code went into force 1 January 1993 and was revised 1 January 2004.

ANNEX 1

NO No unaddressed printed advertising material	YES Free local papers accepted
Available at the local government offices or call 0900-2025095 (€0,25 p.m.)	
NO No unaddressed printed advertising material	NO No free local papers accepted
Available at the local government offices or call 0900-2025095 (€0,25 p.m.)	



CODE FOR DISTRIBUTION OF ADVERTISEMENTS BY E-MAIL (E-MAIL CODE)

1. General provisions

1.1 This Code applies to the distribution of advertising messages by e-mail.

1.2. The following definitions apply to this Code:

a: advertising by e-mail: the public commendation by e-mail of goods, services or concepts, as well as the solicitation of services;

b: advertiser: the party who orders advertising by e-mail;

c: distributor: the party who, whether or not in the name of the advertiser, professionally distributes advertisements or causes them to be distributed by e-mail; the word "Distributor" does not apply to the provider of the networks or services for electronic communications to be used.

d: recipient: the person to whom advertising by e-mail is directed;

1.3 The advertiser is obliged to make sure that the recipient has given permission for sending him advertising messages by e-mail, or has ordered before a similar product as a client of the advertiser.

1.4 The content of the advertising message sent by e-mail shall comply with the general rules for advertising and in the event of remote sale specifically with the legal regulations concerning remote sale.

2. Identity and identification

2.1 Advertising by e-mail shall be clearly identifiable as such. Identification shall be made possible by the combination of sender's address and subject.

2.2 The advertiser shall identify himself in the e-mail in such a way that he is easily and actually accessible to the recipient. The name of the company - not an alias -, e-mail address as well as the postal address and/or telephone number of the advertiser shall be specified in the e-mail.

3. Size

3.1 The maximum size of an advertising message sent by e-mail is 50 Kb, unless the advertiser or distributor and the recipient have agreed otherwise. If (compressed) files are sent along, the real size of the (expanded) files has to be indicated in the e-mail.

3.2 Should an advertising message, sent by e-mail refer to a website where a file is 'parked,' the e-mail shall state the size of the file to be downloaded.

3.3 Attached files and/or scripts must be virus free and shall in no way cause damage to the recipient. The composer of the e-mail stays fully liable for all damage, arising from and directly referring to the damage causing e-mail.
Executable files shall not be sent along with the e-mail message.

4 Compilation of e-mail addresses

4.1 In the event the advertiser is compiling visitors' e-mail addresses on his website, the site visitor who has left his address on the website shall be clearly informed for which purposes his e-mail address will be used.

4.2. The site visitor shall have the possibility to in advance, by means of a positive action, indicate if he desires to receive e-mail.

The first sentence of this article is not applicable if:

- a.** the e-mail address is left in connection with the supply of products, provision of services and/or making donations;
- b.** the e-mail address is used by the advertiser for communicating his own commercial, ideal or charitable purposes in relation to comparable products, services or requests for donations;
- c.** the site visitor, leaving his e-mail address, is offered the opportunity to make a protest, as defined in article 5, section 1.

If the advertiser intends to pass on an e-mail address to third parties also, the site visitor shall first grant permission hereto, separately.

4.3 Passing on an e-mail address to third parties is only permitted, if the site visitor has been informed in advance, for which purposes his e-mail address will be used and if the address is passed on in accordance with the information supplied to the site visitor.

The information may be: names of companies or specified categories. Likewise it is permitted to indicate instead that the e-mail address will be exclusively passed on to third parties, who:

- a.** have declared that they will comply with this Code and the privacy legislation and
- b.** do comply indeed and
- c.** send advertising e-mail messages exclusively under supervision of the compiler of the e-mail addresses concerned.

In addition to article 2.2 the identity of the agent, if applicable, must be indicated in any message sent by a third-party advertiser, as well as the identity of the third party-advertiser himself and the identity of the supplier of the addresses.

4.4 When compiling e-mail addresses otherwise than via websites, the owner of an e-mail address shall be given information about the use of the address and asked permission for passing the e-mail address on to third parties, in the same way as described in art. 4.1, 4.2 and 4.3.

4.5 The use of e-mail addresses is only permitted in the event that the recipient has in advance given permission, pursuant to the abovementioned articles.

5. The Right of Objection

5.1 It is not allowed to compile e-mail addresses, without the recipient having the opportunity to raise an objection against the forwarding of advertising messages.

5.2 The recipient shall have the opportunity to sign out in a simple way by means of a hyperlink, to be spared in future of advertising messages sent by the advertiser or the compiler of the e-mail addresses. Objection shall be made possible in a simple, clear and preferably uniform manner. The advertiser or third party-advertiser shall take care of immediate compliance, free of charge, with the request.

6. Complaints and supervision

6.1. Anyone who has the impression to have received e-mail advertising messages that conflict with this Code may submit a complaint via the electronic complaint form (downloadable at <http://www.reclamecode.nl/>) or per post to the Advertising Code Committee in compliance with the articles and regulations of the Advertising Code Authority .

6.2. If an interest organisation receives five or more complaints about the same e-mail marketing campaign, the organisation may directly file a complaint on behalf of the complainants with the Advertising Code Authority, in compliance with the articles and regulations of this Authority. The complaint shall be submitted within four weeks after the e-mail campaign, unless the organisation can give a convincing explanation why herewith cannot reasonably be complied.

6.3 The complaint shall contain the name, address and place of residence of the complainant and also copies of the e-mail messages whereupon the complaint was based.

6.4 In this event that both the advertiser and the distributor are deemed to be parties in the procedure as referred to in article 6.1.

6.5 The Advertising Code Committee or Board of Appeal may, should the complaint be allowed, indicate whether the infringement of the Code can be attributed to the advertiser and/or the distributor.

7. Evaluation and entry in force

7.1 Considering the fast development this Code shall be annually evaluated by the parties who have introduced this Code and by the Advertising Code Authority.

7.2. This Code became operative on 15 June 2004.

CODE FOR THE DISTRIBUTION OF B2B ADVERTISEMENTS BY E-MAIL (B2B E-MAIL CODE)

1. General provisions

1.1. Definitions

The following definitions apply to this Code:

1. B2B advertising by e-mail: the commendation by e-mail on commercial grounds, of goods and services for either commercial, non-commercial, idealistic or charitable purposes, as well as the solicitation of B2B services.¹

2. Client: the party (natural person, company, branch, organisation or part thereof) on whose behalf B2B advertisements have been sent or who ordered the B2B e-mail to be sent;²

3. Business e-mail address: any e-mail address, including a General Address, that has been made available to or has been acquired by a recipient, or reserved by him for use within the scope of his profession or company and has been or is also used as such in connection with the person who compiles or has compiled such e-mail addresses;

4. Non-business e-mail address: any e-mail address that has been made available to or has been acquired by a recipient, or has been reserved by him for use within the scope of his profession or company but which has been used for non-commercial or non-B2B purposes in connection with the person who compiles or has compiled such e-mail addresses;

5. Corporate Recipient: the party (natural person, company, branch, organisation or part thereof) to whom B2B e-mail advertisements are directed and who receives these at his business e-mail address.

6. Distributor: the party who, whether or not on behalf of the Client, professionally distributes B2B advertisements or causes them to be distributed. The word Distributor does not apply to the provider of networks or services for electronic communications to be used, in the event that in a specific case, he is acting in this capacity only.³

¹ The definition includes also soliciting statements sent by e-mail with idealistic or political purposes. There are products and services which are relevant for the business market as well as the consumer market (computers, stationery, means of transport etc.). This Code applies only to e-mail advertisements suitable for the business market and which appear to be directed to receivers who (may) make use of the offered products and services within the scope of their profession or company.

² This Code is specifically aimed at the rights and obligations of the Client/advertiser as the person primarily responsible for the campaign he is launching. The basic principle here is that the Client/advertiser is responsible for the e-mail marketing action plan, for the addresses to be used, the mailing, the size of the advertising messages, etc.

³ The Client/Advertiser is responsible for the parties he has called in to assist in the e-mail campaign (list broker, mail-order company). These parties have their own obligations and responsibilities which may result from a contract concluded e.g. with the Client or another agent (e.g. an internet service provider), from general legal rules (such as liability in the event of a wrongful act), from rules of self regulation (e.g. the list broking Code) or by virtue of the law. A Distributor may for example act as an agent of personal data on behalf of the Client. As a consequence thereof the Distributor has, in his capacity of agent, his own safety obligations, pursuant to the Personal Data Protection Act.

7. Complainant: a Corporate Recipient, who files a complaint with regard to non-compliance or incomplete compliance with the provisions of this Code;

8. General Address: an e-mail address consisting of a general term, followed by the sign @ and a domain name.⁴

1.2 The scope of the Code

The present Code applies to B2B e-mail advertisements distributed or being distributed by a Client based in the Netherlands to Corporate Recipients. If the e-mail advertisement has been or is distributed by a Client based in the Netherlands to Non-Corporate Recipients, then the Code for Distribution of Advertisements by E-mail is applicable. The letter and spirit of this Code shall be observed.⁵

1.3. Client's responsibility

The Client is responsible for the B2B e-mail advertising campaign and for the parties involved.

2. Identity and identification

2.1 B2B e-mail advertisements directed to a Corporate Recipient shall be clearly identifiable as such, for example by stating either the address of the sender or the subject or a combination of the two.

2.2 The Client shall identify himself in such a way that he is easily and positively identifiable and accessible to the Corporate Recipient. The Client's Company name and address and any possible origin⁶ of the e-mail address are to be mentioned in the e-mail. Mention of the Client's company name, e-mail address or URL, and (possibly their) origin will suffice provided it guarantees identification and accessibility.

⁴ Especially with regard to addresses like: info@....., order@....., purchase@..... It is imperative to strictly observe the provisions about the compilation of data, in order to avoid wrongful use of these addresses. The Client has the right to use this type of addresses for advertising campaigns only if it may be reasonably assumed that there will be no objections. The mere fact that the address has been initiated is not sufficient. Mention of the addresses on websites set up for this purpose, in yearbooks, branch surveys, exhibition catalogues etc. does usually suffice.

⁵ In principle this Code does not apply to establishments and foreign branch offices of Dutch companies which send advertisements to Recipients in the Netherlands. This is a national Code, which by law cannot apply to foreign companies (including foreign establishments of Dutch companies). Concerning their foreign establishments, the principal establishments in the Netherlands are recommended to draw the attention of these establishments and branch offices to this legally grounded Code, requesting them to observe it as rules of etiquette for doing business in a decent way. The Code for B2B Distribution of Advertisements by e-mail also makes clear that the Code for Distribution of Advertisements by e-mail applies to the distribution of e-mail advertising messages by a client based in the Netherlands to consumers only.

⁶ Should another person than the Client have compiled the e-mail addresses, then this person shall likewise be mentioned.

3. Size of the B2B advertising message by e-mail

3.1 The maximum size of a B2B e-mail advertising message is 150 Kb, compressed attachments included, unless the Client or the Distributor as the case may be, and the Corporate Recipient have agreed otherwise or if reasonably may be assumed that advertisements of a larger size can be handled by the Corporate Recipient.⁷

3.2. Should compressed files be attached, the e-mail message shall mention the size and character of the extracted file.

3.3 The Client is responsible for sending the e-mail advertisements in such a format that he may reasonably assume will not cause any obstruction⁸ or disproportionate trouble when the message is being sent.

4. Compilation of e-mail addresses of Corporate Recipients

4.1 In the event of compiling e-mail addresses for the sake of B2B advertising, the owner of the e-mail address shall be clearly informed for which purposes his e-mail address may be used.

4.2 If the e-mail address can be passed on to third parties for sending B2B e-mail advertising, the owner of the e-mail address shall likewise be informed hereabout.

4.3 When compiling or acquiring e-mail addresses for the purpose of sending B2B advertising messages, it is the Client's responsibility to make sure that the e-mail addresses belong to a Corporate Recipient.

4.4 The Client is obliged to periodically validate the e-mail addresses of Corporate Recipients compiled or acquired by him, at least once per two year.⁹

5. Use of the e-mail address of a Corporate Recipient

5.1 B2B advertising messages directed to the e-mail address of a Corporate Recipient is only permissible if the Corporate Recipient have given advance permission.¹⁰

5.2 The permission mentioned under 5.1 is not required:

- If the Client's/Advertiser's own products and services are being promoted to Corporate Recipients whose e-mail addresses have been acquired either in the context of a request for information or in connection with the sale of the Advertiser's own products or services. Products and services of other enterprises of the same group are likewise considered as

⁷ Only in case the Client or the Distributor know, e.g. by an earlier contact, that a certain Corporate Recipient has sufficient capacity to easily handle larger e-mails, it is permissible to also send e-mail messages of a larger size.

⁸ In order to keep the reach of this provision as broad as possible the enumeration of possible obstructions has been abandoned. Such enumeration can easily be considered as exhaustive, while future obstructions which are now not yet or hardly visible, are very well conceivable. In the event of serious doubts, contact your internet service provider.

⁹ The Client is obligated to use e-mail addresses which are recent and up to date. He must check the accuracy of the addresses at set times and if necessary correct or delete them. The Client may, of course, also check the addresses by means of or in combination with a B2B e-mail action.

¹⁰ Should someone present a business card with his e-mail address, this will be regarded as giving permission for the use of the contact addresses in B2B contact.

'own' products if the relationship between the companies is clearly recognizable by a third party or if products and services of third parties are concerned, which are offered by the Client in connection with his own product.¹¹

- If the Client's own products and services are being promoted to existing business contacts;
- If the Client's own products and services are being promoted to companies within the same production and marketing chain, provided that the Client can reasonably show that his offer fits with the business activities of the Corporate Recipient and may likewise be profitable for him.¹²
- If the Client has not acquired the e-mail address directly from the Corporate Recipient, the permission for sending B2B advertising e-mail referred to in the first paragraph of this article may be regarded as given, if this can reasonably be derived from the context and the Client can prove this if required.¹³
- As far as General Addresses of enterprises are concerned:
- If they are presumably not only meant to make contact with either the enterprise, the organisation or certain branches thereof, but likewise meant to receive B2B advertisements: info@....., order@....., purchase@.....¹⁴
- In the event that the e-mail address has been acquired before this Code will take effect.

6. Right of objection

6.1 If B2B advertisements are being sent by e-mail, the e-mail message shall contain clear instructions as to how the Corporate Recipient may cancel the receipt of future advertisements by e-mail.¹⁵ Subject to the provisions of paragraph 2 of the present article, the Client is no longer permitted to approach a Corporate Recipient who cancelled the receipt of e-mail advertisements, with B2B e-mail advertising by one or more of the cancelled e-mail addresses.

6.2 In the event that a Corporate Recipient has indicated to the Client that he no longer wishes to receive B2B e-mail advertising from this Client at one or more of the given e-mail addresses, among the General Addresses, then the Client shall as soon as possible, but in any case within a month after the request has been received, take adequate measures to prevent B2B advertising being sent by him to this e-mail address or addresses..

6.3 Cancellation as defined in the first paragraph is valid for two years from the moment of registration thereof, as mentioned above.

¹¹ E.g. a telecom operator offering cell phones of third parties/manufacturers.

¹² This may concern e.g. a manufacturer of bicycle hubs wanting to bring his new invention to the attention of bicycle manufacturers.

¹³ This may be the case when the e-mail address has been compiled from a public business register and compilation does not contravene with the purposes of the register concerned. The legal form of the enterprise is not the decisive factor here. The e-mail address of a contact person or the owner of a one-man business for example may also be regarded as an e-mail address that may likewise be used for receiving B2B advertising if the address was intended therefore or if this may be presumed from the context.

¹⁴ This provision shall not be understood to be a licence for unlawful compilation of this type of addresses by means of 'harvesting' and 'dictionary attacks'. This is not allowed under the present Code, because it contravenes with the provisions about the compilation of e-mail addresses.

¹⁵ This indication may consist in the mention of a hyperlink or an (e-mail) address, by which it is possible to cancel the subscription to B2B advertising e-mail from the Client at his e-mail address.

6.4 The Client shall take all necessary measures:

- To accomplish the cancellation of the receipt of B2B advertising;
- To actually execute and observe the present Code.

7. Complaints

7.1 Any Corporate Recipient who has received advertisements by e-mail, contrary to the present Code, has the right to file a complaint with the Client in writing or by e-mail.

7.2 The Client is obliged to examine the complaint and within 4 weeks of receipt of the complaint inform the Complainant in writing or by e-mail about settlement of the complaint.

7.3 The Complainant holding the opinion that he has not been informed within 4 weeks as stipulated in art. 7.2, or considering settlement of his claim unsatisfactory, has the right to file a complaint against the Client in writing or by e-mail with the Advertising Code Authority in accordance with the Articles and the Regulations of this Authority.

8. Information about the present Code

More information about the effect of this Code can be obtained from the Advertising Code Authority. For more information about the effect of this Code in connection with the legal regulations in the Telecommunications Act, The Ministry of Economic Affairs and the OPTA may be contacted.

9. Date of entry into force

9.1 The present Code has taken effect on 1 October 2007.

Article 4 does not apply to e-mail addresses of Corporate Recipients, lawfully acquired before the date of entry into force of the present Code.

9.2 The present Code is laid down for a period of two years and will in principle be extended for a period of two additional years upon review.

At the end of every two year period, or earlier if there is reason for it, the Code will be examined for the need of possible adjustments, e.g. in connection with excessive increase of unsolicited B2B e-mail advertising, new European legislation, and OPTA policy regulations.

9.3 The Client has the right to mention in his advertising messages that he to the best of his knowledge he is working in accordance with the present Code. The OPTA has declared that within the frame of its enforcement duties, it will take this into account in a positive sense.

ADVERTISING CODE FOR TELEPHONE INFORMATION SERVICES

1. Definitions

In this Advertising Code the following definitions apply:

Information services: Services which are accessible through an information number.

Information number: A number (or numbers and letters) with a prefix of 0800, 0900, 0906 or 0909 pursuant to Article 3c of the Number Plan for (ISDN) telephone services based on Article 4.1 of the Telecommunications Act.

Number plan: The Number plan for (ISDN) telephone services as it is established by the minister of Transport and Public Works on the basis of Article 4.1 of the Telecommunications Act and published in the Dutch Government Gazette.

Service code: The first four digits of the information number by which a category of information services of the Number plan is determined.

Paid number: An information number for which a fee is charged to the number caller by the telecommunication service or by the information service as the case may be.

Free number: An information number for which no fee is charged by the telecommunications service or by the information service as the case may be.

Telephone charge: The rate that the providers of telecommunications facilities charge to number users for obtaining access to information services.

Number caller: The party who obtains access to an information service by dialling an information number.

Number user: The party who provides information service through an information number. .

Number holder: The party to whom the body, as referred to in article 2 of the Law on the Independent Post and Telephone Authority (OPTA) has assigned an information number.

2. Aim and Reach

This Advertising Code is intended to promote the identification and reliability of advertising messages in which telephone information services are included.

3. Demarcation of 0800 Information Services

It is not permitted to mention a rate or charge a fee in an advertisement for providing information services under the 0800 service code.

4. Demarcation of 0900 Information Services

It is not permitted to offer information services under the 0900 service code in an advertisement if such services may be considered as:

information services of an erotic or pornographic nature;

- a. information services that refer directly or indirectly to services of an erotic or pornographic nature;
- b. information services clearly intended to extend the duration of the call;
- c. information services that provide amusement;
- d. information services for which for which no fee is charged by the telecommunications service, nor by the information service.

5. Demarcation of 0909 Information Services

It is not permitted to offer information services under the 0900 service code in an advertisement if such services may be considered as:

- a. information services of an erotic or pornographic nature;
- b. information services that refer directly or indirectly to services of an erotic or pornographic nature;
- c. information services not primarily intended to provide or exchange socially relevant information, but to extend the duration of the call;
- d. information services for which no fee is charged by the telecommunications service, nor by the information service.

6. Demarcation of 0906 Information Services

Taking into account the other articles of this Advertising Code, it is permitted to offer information services under the 0906 service code in an advertisement as long as paid numbers are used.

7. Rules Applicable to all Information Services

7.1. In an advertisement the information number shall be clearly and unambiguously indicated.

- a. In the case of a visual message (including TV) unambiguity means that the service code and the rest of the information number under which the service is provided are clearly separated by a sign;
- b. The provisions of a) shall not apply if, in addition to a self-chosen mention, the service code is in any case clearly specified in the same message, followed by a hyphen and the word 'number';
- c. For exclusively audio messages, unambiguity means that a clear pause is made between the service code and the rest of the information number under which a service is provided.

Explanation of Articles 7.1b and 7.1c

Identification of an information service as such is threatened when the service code in the advertising message is not expressed unambiguously. The deviation in b) is intended for number users because a deviating notation benefits the capacity to remember the number. The harm done to the recognisability of the service in this way is compensated by separate mention of the constituent parts of the number, such as '09 06 59 56 (0906 number).

When the message is audio, as on the radio or telephone, the service codes shall, pursuant to c), be communicated as one word, hence 'O-eight hundred,' 'O-eight-O-O,' 'O-nine hundred,' or 'O-nine-O-O,' 'O-nine-O-six,' or 'O-nine-O-nine,' after which the rest of the information number may be spoken after a short pause.

7.2. On 1 January 2006 this article was included in the Children's and Young people' Advertising Code.

7.3. A number holder shall provide on request the name and address and place of residence of a number user, for which, if desired the number holder may charge the requester a reasonable fee.

7.4. Should various services be offered through an information number in an advertising message, the provisions of the service code of this information number shall apply to all such services.

8. Rules for paid numbers

8.1. In all advertising messages and preceding the start of an information service provided through paid numbers, the rate charged per minute or per call shall be given for the information service and the transmission hereof, should the transmission rate not be included in the rate for the information service.

8.2. Mention of the rate shall be free and unambiguous and clearly legible and/or comprehensible.

8.3. Terms such as 'free' and 'free of charge' or words of similar import shall not be used in advertising messages concerning the paid information number.

8.4. The information service shall comply with the claims of the advertising message.

Explanation of Article 8.1

It should be clear for the number caller which rate or rates are charged for the use of the information services. This can be made clear through quotation of a total rate per minute or per call in which the telephone rate is included (such as 'this information number costs 45 euro cents per minute). Another possibility is to quote the rate of the information service per minute or per call with a separate referral to (part of) the telephone rate (such as 'plus the charge for use of the mobile phone). It is prohibited to quote a rate for the information service without mentioning that there is in addition a full or partial telephone charge, when this is in fact the case.

9. Coming into Force

This Code became operative on 1 January 2004.

ADVERTISING CODE FOR GAMES OF CHANCE OFFERED BY LICENSEES, BY VIRTUE OF THE GAMES OF CHANCE ACT

GENERAL PROVISION

Advertising for the games of chance offered by Licensees by virtue of the Games of Chance Act is, without prejudice to the general section of the Advertising Code, subject to the following Special Advertising Code. This Code applies without prejudice to advertising games of chance organized by or by order of beneficiaries.

Explanation

The Advertising code for the Games of Chance has been signed by the Dutch licensees of games of chance and private operators of slot machines (associated in the VAN)

The Advertising Code for Casino Games and Slot Machines applies to any form of public commendation whose object and/or result is:

- to augment the name familiarity or reputation of games of chance providers;
- to promote participation in games of chance as referred to in the Games of Chance Act and the Slot Machines Decree.

I. DEFINITIONS

In this code the following definitions apply:

Beneficiary: party/co-party, receiving the benefit of the result of a game of chance

Game of chance: a game in which there is the opportunity to compete for prizes and premiums, where winners are randomly selected and, generally speaking, chances to win are not influenced by the players.

Game of Chance provider: organisation, licensed under the Dutch Games of Chance Act.

Minors: persons who have not yet reached the age of 18.

II. CONTENT OF THE ADVERTISING

Article II.1.

Advertising for games of chance shall only be aimed at a responsible participation and arousal of interest in the game of chance provided;

Advertisements shall not encourage excessive participation in games of chance, nor shall excessive participation in games of chance be set as an example or be trivialized.

Article II.2.

Advertisements shall not create the impression that participation in casino games and the playing of slot machines cannot have undesirable consequences.

Article II.3.

Advertisements shall not be misleading, particularly concerning:

- the features or odds of the games provided by the games of chance provided
- the possible obligations of the participant.

Article II.4.

Advertisements shall not appeal to the pursuit of profit by emphasizing the possibility of winning a large sum of money as the solution for financial or social problems.

Article II.5.

In advertisements for games of chance may not be suggested that prize winners are obliged to co-operate with a recruitment or advertising campaign, radio and/or TV programmes.

Explanation

Prize winners have no obligation to co-operate in advertising. Prize winners may be asked to co-operate in a recruitment or advertising campaign, radio and/or TV programmes. Should a prize winner agree, the permission will be laid down in an agreement and is revocable until the date stated in the agreement.

Article II.6.

Advertising for games of chance aimed at participants, who have given permission for payment by direct giro or banking debit, shall not suggest an increase of the amount of draws including an increase of the deposit, which the participants are supposed to accept automatically, unless they explicitly express their wish not to accept the offer.

Explanation

If for a game of chance, for which an direct debit payment is issued, a deposit increase results from the fact that the amount of draws is increased, a so-called opt-in system is applied to the effect that this deposit increase may only be debited if the participants have explicitly agreed beforehand.

Article II.7.

Subject to what is stated in the Dutch Advertising Code the advertising for games of chance shall clearly mention where information can be obtained about:

- how to participate in a sensible way in games of chance and where to find assistance in case of addiction to games of chance.
- how the anonymity of the prize winners is guaranteed, if requested;
- how winners of big prizes can get independent advice about financial and legal matters;
- the development of the game, the chances to win a prize, the determination of profit, the possible withholding of games of chance tax and the way participation in a game of chance can be terminated.
- the notice participants who have given permission for payment by direct giro of banking debit, can expect one month ahead, about a price increase or other changes in the game conditions.
- how participants who have given permission for payment by direct giro of banking debit, will be properly and clearly informed about how to handle the increase of the amount of draws, in case they do not agree.
- volume and allocation of the profits of the games of chance. This point does not apply to operators of slot machines.

Explanation

It is sufficient if games of chance providers in their advertising messages refer to their own website, where all information, mentioned in this article, can be found.

Self employed private operators of slot machines are exempt from the obligations to account for the volume and allocation of the profit vis à vis the consumer.

III. VULNERABLE GROUPS

Article III.1.

Advertising for games of chance specifically directed at minors, at persons registered as being banned from entering or participating, as the case may be, or at other vulnerable groups is not permitted.

Article III.2.

In principle, no young people who are or seem to be under the age of 18 shall be depicted in advertisements for games of chance.

Explanation

By virtue of the law, minors shall not participate in games of chance and shall therefore not be depicted in advertisements for games of chance. However, it may happen that pictures of prize winners are taken spontaneously, when minors find themselves in their vicinity. For various minor lotteries lottery tickets are sold by minors, for the benefit of their organisation, school, or club. It is permitted to take pictures of these minors. However, the way they are portrayed shall never lead to encouraging minors to participate in a game of chance.

Article III.3.

Commercials for games of chance shall not be broadcast on television before 19.00 hrs.

Explanation

Providers of games of chance shall exclude broadcasting time before 19.00 hrs. in their sales agreements of TV commercials.

Article III.4.

No advertisements shall be placed in or through media or parts of media that are specifically intended for minors (inserts, supplements, special [radio and TV] programmes, cinema films etc.).

Article III.5.

Outdoor advertising messages of casino games and slot machines on billboards, posters, bus shelters and municipal advertising columns shall not be placed within view of educational establishments that are attended primarily by minors.

Explanation

Providers of games of chance shall exclude such locations in their agreements with outdoor advertising operators. If such advertising is placed near a location where incidentally an event for minors takes place, the advertising does not have to be removed.

Article III.6.

Advertising for games of chance distributed by direct advertising (mailings, digital and other newsletters etc.) shall not be aimed at minors or persons registered as being banned from entering or participating as the case may be.

Article III.7.

No sampling shall be carried out on minors or at meetings that are attended primarily or exclusively by minors.

IV. SPONSORSHIP

Article IV.1

Sponsorship activities by providers of games of chance are permissible, subject to the relevant provisions of this Code.

Article IV.2

Sponsorship by games of chance providers of activities organised by third parties or radio and/or television programmes, intended wholly or partly for minors, is not permitted, unless the sponsorship is exclusively meant to motivate minors to attract grown-up participants in the games of chance for the sake of their organisation, school or club.

V. COMING INTO FORCE

Article V.1

This code came into force on 15 February 2006 and shall be evaluated after two years and revised if necessary.

The Advertising Code for Casino Games and Slot Machines became invalid since the new Code became operative.

CODE FOR ENVIRONMENTAL ADVERTISING

Article 1. Applicability

This Code applies to all environmental claims, in other words, to all advertising messages referring implicitly or explicitly to environmental factors connected with the production, distribution, consumption or waste processing of goods, or with related services (hereinafter known collectively as 'products').

Explanation of Article 1

The Code applies to the entire life cycle of all goods and services, i.e. from production (including the processing of raw materials) up to and including waste processing. Whether the Code is applicable in borderline cases is a matter to be decided by the Advertising Code Committee and the Board of Appeal. It should be borne in mind that each advertising message is assessed in terms of the General Code, even if it is not classified as an environmental claim and the Code for Environmental Advertising is therefore not applicable.

Article 2 No misrepresentation

Environmental claims shall contain no statements, pictures or suggestions that may mislead the consumer concerning environmental aspects of the products recommended or the contribution of the advertiser to maintaining and promoting a clean and safe environment in general.

Explanation of Article 2

Article 2 is also broadly formulated. An advertisement can be misleading not only because of factual statements but also through pictures or suggestions, or precisely because information or warnings are lacking. What matters ultimately is the total impression created by the advertising message.

In practice, the misleading element of advertisements is often the fact that minor advances are represented too emphatically as a breakthrough. Marginal improvements should be presented as such. Also see articles 4 and 5.

The article barring misleading advertising messages always applies, regardless of the fact whether environmental claims violate one or more other articles. Assessment is always made in terms of the other articles in addition to assessment in terms of article 2, since environmental claims may under no circumstances be misleading.

Article 3. Demonstrability

All environmental claims shall be demonstrably correct. The burden of proof rests with the advertiser. The more absolute the formulation of the claim is the more stringent are the requirements with respect to evidential material.

Explanation of Article 3

Freedom of communication means that businesses and private individuals are under obligation, in the event of complaints, to subsequently account for statements they have made and, if necessary, demonstrate that a communicated message is correct. The burden of proof therefore lies with the advertisers.

The more absolute the environmental claim, the more stringent is the requirement of evidential material. Absolute claims therefore require heavily convincing evidential material. Using current technology, it is unlikely that evidence can be produced to show that the products are absolutely harmless to the environment. This is why great restraint is needed in relation to absolute claims. It should be realized in this connection that expressions such as 'environmentally friendly', 'clean', 'green' and 'good for the environment', if used without further substantiating evidence are likely to be interpreted quickly by the public as absolute claims.

Absolute claims, however, are not prohibited. An advertiser who can demonstrate that its absolute claim is correct should be permitted to use this claim.

It should also be noted that the Code for Environmental Advertising also applies to advertising messages that warn against environmental effects of particular goods or services. Advertising messages of this kind that are couched in absolute terms likewise demand very convincing evidential material.

Article 4 Constituent parts and aspects

Should environmental claims relate exclusively or virtually exclusively to particular constituent parts or aspects of the products recommended, this limitation shall be stated clearly.

Article 5 Absence or reduction of constituent parts

An environmental claim that relates to the absence or reduction of constituent parts that are environmentally harmful is permissible only in the following cases:

- if any replacement parts are less environmentally harmful and
- if no wrongful assertion or suggestion is made that comparable products do possess these environmentally harmful constituent parts.

Article 6 Comparisons

This article was withdrawn as of 1 October 2000.

Article 7 Designations and symbols

Environmental designations and symbols shall not be used unless the origin of the designation or symbol is clear and no confusion can arise on the meaning of the designation or symbol.

Explanation of Article 7

The debate on environmental hallmarks, designations and symbols is presently in full swing. Hallmarks issued by recognised institutions (which satisfy for example the requirements of the Council for Certification) could constitute important evidential material in demonstrating the correctness of an environmental claim.

In this article the possibility is left open that entrepreneurs (companies) introduce and use their own environmental symbols and the like. The symbols shall, however, comply with two criteria: the origin shall be clear and confusion about the meaning of the symbols shall be excluded.

The origin of the symbols can be made clear by mention thereof in the advertisement or by the use of a generally known symbol. The meaning of the symbol shall be clarified by the advertisement itself or otherwise by generally accessible information.

Article 8 Scientific works

Quotations from, and reference to scientific works shall be representative and verifiably correct. Should the scientific works not be generally accessible, the advertiser shall submit such works on request when a complaint is handled.

Article 9 Testimonials

Testimonials used in environmental claims shall be based on the expertise of the person or body giving them.

Explanation of Article 9

Famous football players may know a lot about football and housewives should be well qualified to assess whether a particular brand of margarine fries meat to the right shade of brown, but the opinions of a footballer or a housewife on the environmental aspects of certain products are not based on the expertise required for making an assessment.

Such quotations are therefore very likely to be misleading and must be avoided. The speaker quoted should be an expert in the field he is talking about.

Article 10 Waste processing, collection and recycling

Environmental claims that relate to separate refuse collection and/or waste processing are permissible only if the recommended method of collection or processing is sufficiently available to the target group for which the environmental claim is intended. Environmental claims which relate

to the recycling of products or parts of products are permissible only if a sufficient proportion of the recommended products or parts are actually recycled.

Explanation of Article 10

A particular problem that can occur nowadays is that separate refuse collection and/or waste processing and/or recycling is feasible in theory but (still) not sufficiently available in practice. The authorities have an important task in this connection, but industry too has responsibilities. In a number of industries, consultations are already being held with the authorities about the problem of waste and/or rules have been introduced or covenants concluded.

These often provide for a phased approach. Such an approach and its success in practice are important criteria in determining whether facilities will be available to 'a sufficient extent'.

As always, an important factor is how absolute the possibilities of waste processing, separate collection and recycling are presented.

Article 11 Environmentally unfriendly behaviour

Advertising messages shall not set as an example environmentally unfriendly behaviour that is avoidable, nor shall such behaviour be encouraged.

Explanation of Article 11

The Code is intended to ensure and encourage a justified use of environmental claims. A logical corollary here is that advertisers refrain from needlessly encouraging or setting examples of behaviour that causes gratuitously damage to the environment, such as pictures of environmentally harmful waste being discarded in the countryside. The article is not intended to prohibit advertisements for products that are to some extent harmful to the environment, since ultimately that refers to almost all products. It is also not intended to make the provision of factual product information impossible.

Article 12 Government rules

Notwithstanding the provisions of the paragraphs 1 through 11, environmental claims are permissible if they comply with specific advertising rules issued by government authorities in connection with environmental issues.

Explanation of Article 12

This article is intended to prevent the accumulation of rules. The Code does not apply if the government has introduced specific rules concerning advertising on environmental matters.

This Code became operative on 1 January 1991 and was revised on 1 October 2000.

CODE FOR PASSENGER CARS

I. PURPOSE

The purpose of this Special Advertising Code is to attune advertising messages to government policy on traffic safety, the environment and energy savings. Policy of the automotive sector is not only aimed at ensuring that new cars are produced as safe, environmentally sound and economical as possible, but also at encouraging that they are used in a way which is as safe, environmentally sound and economical as possible.

II. GENERAL PROVISIONS

Area of Application

This Special Advertising Code applies to the advertising and other sales promoting activities for new passenger cars.

This Code maintains the following definitions:

- a. **The sector:** members of the Automobile division of the RAI Association.
- b. **Passenger cars:** cars intended for the transport of up to eight persons (not including the driver) as stipulated in the Automobile Transport Act, and driven by an internal combustion engine.
- c. **Advertising messages:** see the definition of advertising, as stated in Article 1 of the General Code.

III. PROVISIONS CONCERNING ADVERTISING MESSAGES

All advertising messages used in the automotive sector shall comply with the Code for Environmental Advertising. Furthermore, the following stipulations apply:

Article 1

In advertising messages speed, acceleration and engine power shall not be used as arguments to promote sales. Any mention of engine power shall be in kilowatts (kW).

Article 2

Par. 1

Any fuel consumption figures shall exclusively be mentioned in accordance with Ministerial Order on Labelling of Energy Use (Bulletin of Acts and Orders 2000-475).

Par. 2

An advertising message shall contain information about the energy consumption of the car models referred to in the advertisement. This information complies with the requirements of Annex 3 of the abovementioned Decree if:

The average fuel consumption and the average CO₂-emissions according to the official test cycle are represented as follows:

- horizontally, with regards to the written commercial message;
- at the bottom of the message, and separated from other written statements;
- in a font that is clearly readable and with a normal spacing;
- in a way that the statements are in clear contrast with the background;

- in a type size that minimally equals the smallest type size of the information given in the advertising message, where for each character (except subscript or superscript* and other special characters) the following minimal sizes apply:

- *) = a way of printing, where the characters are printed approx. two third above (super) or under (sub) the baseline.

2) For posters:

- For size A3: 5 mm
- For size A2: 7,5 mm
- For size A1: 4 mm
- For size 'abribus': 25 mm
- For posters 16 m²: 70 mm
- For posters 20 m²: 75 mm
- For posters 36 m²: 100 mm
- For other sizes: in relation to the standards, mentioned here above.

3) For websites the following provisions apply:

- -The fuel consumption data and the CO₂-emissions are consistently mentioned on the web pages which show a survey of the detailed technical (motor) characteristics of the displayed vehicle.
- On the website or websites of the car make involved a general overview is displayed with a table (or similar presentation form), in which all the fuel consumption data and CO₂-emissions of the vehicle gamma of the same make are reported in a easily readable and simply printable format, which makes it easy to compare the different versions and models.
- On each page of the car make website it is easy to click a link to the survey table, mentioned here above, by means of a specific button, a menu or similar way of linking.
- On banners, IMU's, skyscrapers and other similar advertising formats on other website(s) than the one of the own car make, the fuel consumption data and CO₂-emissions are also clearly readable; or it is possible to directly click and go to a webpage where these data may be found and printed. As to the so called 'viral' campaigns, the abovementioned data are given on the landing page, on which the consumer arrives after a click-through.

The given fuel consumption data and CO₂-emissions represent the values of the displayed model in the displayed version (with manual gear box/automatic gearbox/ petrol engine/ diesel engine etc.).

In case the advertisement does not refer to a specific version, but to a whole range of vehicles of the same model or the same make, then both the minimum and maximum parameter values of the average fuel consumption and CO₂-emissions according to the official test cycle of the vehicle range the advertisement refers to are stated.

The official fuel consumption is represented in kilometres per litre and litres per 100 kilometres for petrol, LPG or diesel (or in m³ per 100 kilometres and kilometres per m³ for natural gas). The official specific CO₂-emission is represented in grammes per kilometre rounded off to the nearest whole number.

Article 3

Advertising shall not appeal to, or elicit aggressive, environmentally-unfriendly or unsafe traffic behaviour. Terms which commend the car as an environmentally-friendly product shall be avoided in advertising messages. Qualifications concerning contributions to or the promotion of a clean environment shall under no circumstances be used in an absolute sense.

Article 4

The use of terms which commend the car as an absolutely safe product shall be avoided in advertising messages.

This code became operative on 1 May 1994 and was revised on 1 January 2004 and 1 October 2009.

The commencing date of the revised advertising code for passenger cars is 1 October 2009.

ADVERTISING CODE FOR TRAVEL OFFERS

I. APPLICABILITY

1. The Dutch market

This code applies to advertisements and invitations to purchase in the Dutch travel services market.

2. The Dutch Advertising Code (DAC)

In addition to the provisions in the present Code, all other provisions of the Dutch Advertising Authority apply.

II. DEFINITIONS

1. The trade associations participating are:

ANVR, BARIN, HISWA and KNV Coach transportation; they represent respectively the different sectors, i.e. the travel, airline, water sports and Coach transportation sectors.

Also railroad company NS international BV conforms to this Code, using its brand name NS Hispeed.

2. Travel services: These include, but are not limited to transportation, accommodation and other tourist services that are not connected to transportation or accommodation but nonetheless represent a significant part of the travel product; or a combination thereof (in this Code also collectively referred to as 'services').

3. Advertisement: All public and/or systematic direct or indirect commendations of travel services (see also article 1 or the Dutch Advertising Code).

4. Invitation to purchase: a commercial message, stating the most important characteristics and the price of the travel service in a way, suitable for the medium used, and thus enabling the consumer to make a purchase (see also art. 8.4 DAC).

Explanation

The use of an answering or ordering machine must be provided, unless the consumer may conclude a transaction directly on the spot or at a distance.

5. Providers: Those who offer travel services, recreation, transport and accommodation services to consumers within the framework of their professional activity, and any people who act on their behalf.

6. Party: One or more travellers who have simultaneously made a travel, transport or accommodation agreement via one booking (form).

III. PRICING

1. General provisions

The providers shall operate using correct and clear prices in their advertisements. They will quote the full price of the offered services, whether or not specified, including any unavoidable additional costs (i.e. costs that are inextricably bound to the offered services), known to them at the time of publishing. In the case when an intermediary commends travel services on the Internet, he shall mention in the commendation, whether or not booking and reservation costs are included.

Explanation

1. With a view to the medium used (advertisement, banner, radio/TV spot, poster, etc.) specification of the total price is generally impossible and also not very useful. Specification is required (art.IV par.2) only if an invitation to purchase is concerned (see art.II par.4). In that situation, the applicable conditions may be consulted before concluding the transaction.

2. Examples of fixed unavoidable (additional) costs include, but are not limited to:

- Transportation costs (return trip)
- Airport taxes
- Schiphol Sound Insulation surcharge
- Flight tax
- Fuel surcharges
- Security surcharges
- Accommodation costs (for the entire period)
- Meal prices, if applicable (in categories: breakfast only, half/full board, all inclusive, subject to the offer)
- Tourist/accommodation taxes (unless these cannot be calculated in advance; in that case, it must be announced that they have to be paid on the spot.
- Surcharges when payment can only be made in a specific, obligatory way (e.g. with a credit card)
- Mandatory excursions
- Mandatory costs per accommodation, e.g. cleaning packages and/ or clean linen.

3. In addition there may be unavoidable costs, subject to the choice the consumer makes during the invitation-to-purchase period. These costs involve booking and any other administrative expenditures as these vary between sales channels. These costs are therefore not fixed, or are not known at the moment of publishing the invitation to purchase. In offers, made by intermediaries (agents, travel portals etc.), distributed on the Internet, it must be stated, whether or not booking and reservation costs are included.

2. Branch specific provisions concerning misleading claims

In addition to the general provisions in the articles 7 and 8 of the Dutch Advertising Code concerning misleading claims, the following cases are considered to be misleading, at any rate:

2.1 Use of the terms 'tax' for costs which have not to be turned over to the authorities by the provider, whether or not through the airport/marina/campgrounds or owner of the accommodation.

2.2 Initially giving a discount on the price of a travel service and said discount will later be annulled, wholly or partially, by charging non-fixed unavoidable costs.

2.3 Stating the lowest price per person for accommodations like hotels, apartments and bungalows, without mentioning the number of persons included, if this deviates from the standard number of 2 persons.

2.4 Mentioning the price of a one way flight, while it is only permitted to buy a return ticket.

3. Special offers

Action prices and action offers shall be recognizable as such in the advertisement, and the applicable terms and conditions shall be mentioned.

IV) PRICING IN INVITATIONS TO PURCHASES

1. The providers shall operate using correct and clear prices in their Invitations to Purchase consistent with their advertisements, according to art.III par.1 of the present Code. The Invitation to Purchase shall contain the information as stated in art.8.4 of the Dutch Advertising Code.

2. When mentioning the inclusive price of a flight, providers are obliged to simultaneously specify the elements, of which the price is composed, as e.g. taxes, airport charges, security or fuel surcharges; At the same time, the applicable terms and conditions must be disclosed. Optional surcharges must be communicated in a clear, transparent and unambiguous way at the start of any booking procedure and must be accepted by the passenger on a “opt-in” basis.

Explanation:

Article 2 is the interpretation of art.23 or the EC Regulation nr. 1008/2008 of the European Parliament and the European Council of 24 September 2008 with respect to the common rules for the exploitation of air services in the EEC.

V) AVAILABILITY

1. The providers will ensure reasonable availability of the services advertised, at the quoted price.

Explanation:

They shall not offer services if there is legitimate reason to believe that they will not be able to provide these services or provide them for the quoted price during a reasonable period of time and in a reasonable volume, while taking into account the service itself, the scale of the relevant advertising and the offered price (no ‘baits’).

2. Advertisements for services that are no longer available must be immediately discontinued.

VI. PRESENTATION OF EVIDENCE

Providers must be able to present a reasonable case for the correctness and availability of their offer. They are required to make clear, for example, whether or not (the amount of) certain costs were already known at the time of booking.

VII. DUE DATE

1. The Code came into force on 1 April 2007 and has been reviewed for the first time as per 1 April 2009. The Code will apply to advertisements published after 1 April 2009.

2. For travel brochures printed while the previous Code was still in force, which have a period of validity, continuing after 1 January 2009, the following transitional arrangement is applicable: the previous Code remains in force until 1 November 2009, provided that the travel offers comply with the statutory requirements (the Unfair Trade Practices Act, EC Regulation EEC 1008/2008)

3. There is no transitional arrangement applicable to advertising messages, posters and offers made through Radio/TV and/or the Internet.

4. The Code will be evaluated every 2 years.

ADVERTISING CODE FOR TOBACCO PRODUCTS

DEFINITIONS

1.1. Tobacco products: products meant for smoking, snuffing, sucking or chewing and which consist, may be partially, of tobacco.

1.2. Young people: persons under the age of eighteen years.

1.3. Inventory: shelves for tobacco products, including counters and coves in tobacco shops and separate tobacco outlets.

1.4. Sponsoring: any public or private financial contribution to an activity or event, which is targeted to or will result in making more widely known or promoting a tobacco product.

1.5. Tobacco outlet: any place where tobacco products are for sale or otherwise not free of charge.

1.6. Tobacco specialist shop: an establishment, being a shop or part thereof, with its own lockable entrance, in which a total range of tobacco products of at least 90 brands is for sale or otherwise not free of charge and:

- with a floor area of at least 10 m², or
- with a floor area of less than 10 m², but which was registered before 1 January 2001 as a tobacco shop at the Chamber of Commerce.

AREA OF APPLICATION

2. This Advertising Code applies to advertising and sponsorship insofar as permitted in compliance with the Dutch Tobacco Act of 18 April 2002 and insofar as it is exclusively or also consumer-oriented.

GENERAL PROVISIONS

3. Advertisements shall contain no testimonials by a well-known person unless the reputation of this person relates to tobacco.

4.1. Advertisements shall contain the health warning "Smoking causes death", as laid down in the Labelling Decree for Tobacco Products, (Bulletin of Acts and Orders 2002-83).

4.2.1. The health warning is applied in accordance with the specifications for health warnings on tobacco products packaging, as laid down by law. The wording of the above mentioned health warning must cover 15 % of the total surface of the advertisement.

4.2.2. The wording of the articles 4.1 and 4.2.1. does not apply to the advertising messages on the inventory of tobacco products outlet points.

5.1. Advertising messages shall not stimulate the use of tobacco products or encourage the start of smoking, nor make an example of or trivialize modest use.

5.2. Advertising messages shall not give the impression, that the use of tobacco products has a stimulating or a calming effect.

HEALTH

6.1. Advertisements shall in no way establish a positive link between the use of tobacco products and health. The following, however, may be stated, without causing confusion and without creating the impression that the use of tobacco products can not lead to undesirable consequences:

- a. the content of tar, nicotine and carbon monoxide, as it shall be stated on the packets of cigarettes and shag, according to the law;
- b. the customary designations used by the manufacturer for the tar, nicotine and carbon monoxide content, provided the actual content is indicated and insofar the packets shown are not contrary to the legal provisions for tobacco products themselves;
- c. the customary designations used by the manufacturer for describing taste, quality or composition, insofar the packets shown are not contrary to the legal provisions for tobacco products themselves;

SPORTS

7. Advertisements shall not demonstrate any connections between smoking and the practice of sports.

YOUNG PEOPLE

8.1. Advertisements shall not be intended to influence young people to form a favourable impression of the commended product.

8.2. Advertisements shall contain no representations or commendations which appeal specially to young people.

8.3. Advertisements shall depict no persons under the age of 30.

8.4. Advertisements shall establish no connection between smoking and maturity or immaturity, i.e. not create the impression that smoking is a sign of maturity and not-smoking, a sign of immaturity.

AUDIOVISUAL MEDIA

9. It is not permitted to convey advertising messages in electronic audiovisual media that appeal specifically to young people.

COMING INTO FORCE AND TRANSITIONAL PERIOD

10. This code came into force on 7 November 2002 and is valid for an indefinite period.

ADVERTISING CODE FOR SMS SERVICES

Basic principles

The objective of this Special Advertising Code is to establish clear advertising criteria for SMS Services in order to prevent misleading End Users concerning the nature and price of the services.

Article 1 Field of Application

1.1. Advertising for SMS Services is, without prejudice to what is stipulated in the general part of the Advertising Code and the Code for Advertising directed at Children and Young People, subject to this Advertising Code.

1.2. This Advertising Code will apply to advertising for SMS Services specifically aimed at the Netherlands.

1.3. This Advertising Code will not apply to the content of SMS messages that follow registration for an SMS Service and which relate to confirming and/or implementing the agreement with the End User and contain no new or other recommendations of products or services.¹ This Advertising Code will also not apply to free SMS Services.²

1.4. This Advertising Code will not prejudice existing statutory and self-regulation obligations, particularly obligations based on the regulatory framework relating to privacy protection, unfair business practices and remote sales.

Article 2 Definitions³

The following definitions apply to this Code:

Provider of SMS Services The provider of the SMS Service or Services with whom the End User concludes the agreement relating to purchasing the SMS Service or Services.⁴

Registration Screen The Internet screen⁵ that enables the End User to make a purchase from a Subscription Service and contains a response or order mechanism for that purpose, for example the input field for the mobile phone number. Screens or other advertisements for SMS Services that contain a Short Code are also considered to be Registration Screens.

¹ In its decision of 4 July 2007 in dossier 07.0299, the Advertising Code Committee [RCC] decided that in so far as an SMS message does not contain recommendations of goods or services, no advertisement is involved.

² An SMS Service consisting first of a free offer or free period followed immediately by an offer or period for which payment must be made will be considered a paid SMS Service and will be covered by this Advertising Code.

³ The definitions are in line as far as possible with the definitions in the SMS Service Provision Code of Conduct.

⁴ In the SMS Service Provision Code of Conduct, the SMS Service Provider is designated as the Content Provider.

⁵ An Internet screen will not include a mobile Internet screen (unless SMS Services are offered there that are charged to the End User via premium SMS). This is described separately in the Paid Mobile Internet Services Code of Conduct [Gedragscode voor Betaalde Mobile Internet-diensten]; this can be found at www.smsgedragscode.nl.

Subscription Service or Subscription SMS Service where the End User receives more than one paid SMS message and for which registration and unregistration are required or which is purchased by the End User for a certain period to be determined in advance. The paid SMS messages have a periodic recurrent character, which expressly includes the '1 to many Chat Services'.

Affiliate A business or person, not being the Provider of the SMS Services, which or who advertises the Provider's SMS Services on its/his/her own initiative and which or who in many cases decides how, where and with what advertising means it/he/she advertises.⁶

Banner A graphical advertisement on a web page that makes it possible to click through to a preliminary screen and/or a Registration Screen.

Chat Service An SMS Service of a possibly long-term character because the End User/Users continues/continue to chat.

1: 1 Chat Service An SMS Service in which an SMS message is sent to one (1) End User (with their permission) as a result of which a reply may be received from one (1) End User.

1: to many Chat Service An SMS Service in which an SMS message is sent to several End Users (with their permission) as a result of which a reply may be received from several End Users.

Content (item) Content of an SMS Service, including but not limited to ring tones, real tones, wallpapers, sounds, games, quizzes, full track music and text services, including horoscopes, Chat Services and jokes, for the mobile phone.

Credit A credit for an End User with which to order a Content item. ⁶ An Affiliate is the usual name in the Internet world for a third party that opts to advertise the products of another party. The Affiliate has a direct agreement with the SMS Service Provider and/or with the media bureau or the media agent of the SMS Service Provider.

End User User of a fixed or mobile connection with which SMS Services can be purchased.

Fictitious persons Persons who provide certain services professionally under a different identity.

Operators Network providers via whose network End Users can purchase SMS Services.

Pop-up A clickable (small) window that opens when a certain Internet page is loaded or clicked on.

Promotional Offer The allocation, by way of promotion, of temporary added value to an SMS Service, including a reduction or an increase in the number of Content items and/or Credits for an SMS Service, and other gifts, savings offers, competitions or the provision of another advantage.

Short Code A short number used by the provider of the SMS Service for registration and deregistration for the service and for distributing the Content to the End User.

⁶ An Affiliate is the usual name in the Internet world for a third party that opts to advertise the products of another party. The Affiliate has a direct agreement with the SMS Service Provider and/or with the media bureau or the media agent of the SMS Service Provider.

SMS Service A One-Off SMS Service (including a 1:1 Chat Service) and/or a Subscription Service with which Content is provided to an End User.

SMS Service Provider The party that has concluded an agreement with Operators for the purpose of supplying or routing SMS Services (also referred to as Gateway or SMS Broker).

Voice-over A spoken message during a TV commercial.

Preliminary Screen A screen or screens on the Internet displayed prior to the Registration Screen without a Short Code or other possibility for discontinuing SMS Services being given.⁷

Article 3 Misleading

3.1. Advertisements for SMS Services may not contain statements, images, suggestions or omissions as a result of which the End User may be misled. A Preliminary Screen is an advertisement if goods and services are recommended on it. If one can also subscribe via a Short Code on that Preliminary Screen, then it is a Registration Screen. English version SMS advertising code may 2011 Page 4 of 21 2011 concerning the nature and characteristics of the services and products offered or the price and the way in which it is calculated, and may also not be misleading within the meaning of Article 8 of the Advertising Code.

3.2. Advertising is not permitted for a product or service, whether or not this is free, that requires the End User – in order to acquire what is offered – to subscribe to another Subscription Service, unless the obligation to subscribe to that other Subscription Service is stated in every communication with at least the same emphasis as the advertisement concerned for a product or service, whether or not that product or service is free.

3.3. If an advertisement, Preliminary Screen, and/or Registration Screen advertises a Subscription Service, the fact that a Subscription Service is concerned must always be stated with at least the same emphasis as the advertisement for the product or service itself.

3.4. Advertising is not permitted in which an SMS Service is offered in a way that results in the SMS Service seeming to have a character other than the actual character, e.g. by suggesting that a prize has been won, a game is being played, or that membership of or affiliation to a club is involved.

3.5. In the case of Chat Services, the SMS Service Provider should inform the End User, clearly and unequivocally, of the possible long-term character and the related recurring costs.

Article 4 Minimum requirements for all types of advertising for SMS Services

4.1. Advertising for one or more specific SMS Services – irrespective of the type and medium – should comply with Article 3 of this Advertising Code and should always contain the following information, which should be stated clearly and unequivocally:

- a. whether or not it is a Subscription Service or a One-Off Service;
- b. if a Subscription Service is involved, a statement of any minimum duration of the subscription and an explanation of how the Subscription Service can be terminated;
- c. the most important characteristics of the service, including at least the name of the product, the product specification, and if an Artwork is involved, for example as referred to in Appendix 1(4), in the Artwork also a product illustration and the price and the frequency of the service (if applicable);
- d. in the case of a Chat Service: whether the Chat will be with one or more persons;

⁷ A Preliminary Screen is an advertisement if goods and services are recommended on it. If one can also subscribe via a Short Code on that Preliminary Screen, then it is a Registration Screen.

- e. in the case of an adult Chat Service, the minimum age of 18 for use; if applicable, the following must be stated 'fictitious persons – no arrangements possible';
- f. what costs are associated with the SMS Service, in the case of a One-Off SMS Service per item and in the case of a Subscription Service on a weekly basis. In the case of a Subscription Service, also the number of items to be received on a weekly basis, for example: €6/week,
- g. English version SMS advertising code may 2011 Page 5 of 21 2011
- h. 4 items/week. If payment is effectuated on a monthly basis, the price and the number of items should be specified on a monthly basis;
- i. in the case of Credits, the type of products that can be purchased must be made clear, and the number of Credits;
- j. in the case of a Chat Service, the price per message must be stated, as well as the maximum number of messages to be received for each chat message sent;
- k. reference to the website address of the Provider of the SMS Service. This website should at least contain: the name under which the Provider is registered with the Chamber of Commerce (including any trade name that is used) and the business address of the SMS Service Provider, the costs of the SMS Service, how to terminate the SMS Service, the contact details of the customer service (e-mail address and phone number), Chamber of Commerce number, VAT number, the general terms and conditions for the SMS Service, a list of suitable phones (if applicable), and the privacy statement. The above information should be available in a clearly legible and easily accessible manner.⁸

4.2. No abbreviations may be used when stating the price, with the exception of the official euro sign and 'incl. VAT'.

4.3. If an SMS Service or part thereof is offered free, the word 'free' or another word with the same meaning may only be used if the service is actually being offered independently free of charge. This is also the case if the service is free in the case of a subscription, but the subscription can be terminated immediately after receipt of the free service before the subscription actually commences. The End User should be referred to this possibility.

4.4. Contrary to Article 4.3 of this Advertising Code, for other gifts, savings offers, competitions or the provision of another advantage it is permissible to use the word 'free' or another word with the same meaning if in every advertisement in which such a word is used it is stated with the same emphasis that the 'free' service or the 'free' product is free only when purchasing the SMS Service. The most important characteristics of the SMS Service in connection with which the 'free' service or the 'free' product is offered must also be clearly stated. To prevent misunderstanding: a service or product is not 'free' and may also not be stated to be 'free' if it is linked to an SMS Service for which higher costs are charged than for the same SMS Service without the 'free' service or the 'free' product. The burden of proof as regards the (higher) costs lies in this connection with the SMS Service Provider.

Article 5. Obligatory logo

5.1. The Provider of the SMS Service is obliged to display – in every advertisement on TV, in print, or on the Internet – the fixed logo included in Appendix 3 and downloadable from www.smsgedragscode.nl. The logo must be positioned to 8 'Easily accessible' is understood to mean within 2 clicks from the homepage. English version SMS advertising code may 2011 Page 6 of 21 2011 the top left or top right in every advertisement and must be fully visible without it being necessary to scroll the web page.

5.2. The logo is not obligatory if the medium used for the advertisement is unsuitable for placing a logo, as in the case of a radio commercial or televoting ('televoting' is a One-Off Service with a

⁸ 'Easily accessible' is understood to mean within 2 clicks from the homepage.

means of voting in which an End User can give his/her opinion remotely during a television broadcast by means of an SMS message).

Article 6. Supplementary requirements for Promotional Offers in combination with SMS Services or advertising for SMS Services

6.1. Article 3.4 of this Advertising Code will not prejudice the fact that Promotional Offers may be made in combination with SMS Services or advertising for SMS Services.

6.2. In any advertisement for a Promotional Offer in combination with an SMS Service or advertising for an SMS Service, the fact that an SMS Service is concerned must always be stated with at least the same emphasis as the advertisement for the Promotional Offer.

Article 7. Supplementary requirements for Internet advertising

Internet advertising in general

7.1. The provisions of this Article will not prejudice the fact that Internet advertising must also comply with the requirements of Articles 3, 4 and 5 of this Advertising Code.

7.2. Providers of SMS Services may not advertise SMS Services on web sites that by their nature are clearly aimed, wholly or partly, at young persons aged below 16.

7.3. The minimum age for ordering an SMS Service is sixteen (16), unless it is ordered with the consent of the young person's parents (or legal representative).⁹

Registration Screen

7.4. An SMS Service may not be started if a Registration Screen has not been clearly shown that meets all the conditions imposed on the basis of this Advertising Code and the law.

7.5. If a Registration Screen complies in full with the template as included in Appendix 1 to this Advertising Code, is fully visible¹⁰ on every screen using the 9 The parties that drew up this Advertising Code decided on a minimum age of 16 for ordering SMS Services. Young persons aged up to 16 may only order SMS Services if a parent (or legal representative) has granted consent for the SMS Service to be ordered. English version SMS advertising code may 2011 Page 7 of 21 2011 most common resolution standard and is also not misleading in some other way, the Registration Screen will be considered to be in accordance with the requirements of this Advertising Code.

7.6. If the template in Appendix 1 of this Advertising Code is not used, the Registration Screen, in addition to the information referred to in Articles 4 and 5 of this Advertising Code, must at least

⁹ The parties that drew up this Advertising Code decided on a minimum age of 16 for ordering SMS Services. Young persons aged up to 16 may only order SMS Services if a parent (or legal representative) has granted consent for the SMS Service to be ordered.

¹⁰ 'Fully visible' means that the entire screen, including all conditions, is directly visible on the screen in the case of the most common resolution standard. If the Registration Screen is not entirely visible on certain computers as a result of the resolution of the computer and/or the Internet browser used and the End User must scroll down in order to view the entire image, even though the SMS Service Provider has used the most common resolution standard, the SMS Service Provider cannot be blamed for the Registration Screen not being entirely visible. See in this respect the decision of the Advertising Code Committee of 4 July 2007 in dossier 07.0299.

contain the following information in a clearly legible and unequivocal manner, which must be completely visible on the computer screen:

- a. the information as stated in field 6 in the template included in Appendix 1 to this Advertising Code.
- b. the name under which the Provider is registered with the Chamber of Commerce (including any trade name that is used) and the business address of the SMS Service Provider, the Chamber of Commerce number, and the VAT number;
- c. the telephone and e-mail details of the SMS Service Provider's customer service;
- d. a reference to the general delivery conditions, as well as a privacy statement and details of where these can be found;
- e. a statement that the SMS Service Provision Advertising Code and the SMS Service Provision Code of Conduct apply;
- f. the other information as stated in fields 7 and 8 in the template included in Appendix 1 to this Advertising Code.

7.7. If a Subscription Service is involved, it must be clearly and legibly stated in the subscription title of the Registration Screen that a Subscription Service is involved. The statement must have at least the same emphasis as the rest of the text in the subscription title as presented in field 2 in the template as included in Appendix 1 to this Advertising Code.

7.8. The same conditions as for the Registration Screen apply to screens/pages after the Registration Screen. Reference must also be made to the confirmation of registration that the End User receives by SMS.

7.9. The 'Artwork' and the 'Call to action' within the meaning of field 4 and field 5, respectively, in the template as included in Appendix 1 to this Advertising Code will in all cases be related to the SMS Service itself. In the case of a Promotional Offer, reference to the Promotional Offer is only permissible with a maximum of the same emphasis as the advertising for the SMS Service itself.

Banners and pop-ups

7.10. A banner or pop-up that is intended solely to draw attention (a 'teaser') to the sale of products and/or services need not comply with all the requirements for advertising set in this Advertising Code. A banner or pop-up must in any case comply with the requirements of Articles 3.1 and 3.2 of this Advertising Code. For the rest, it will be determined in each case whether the banner or pop-up is contrary to this Advertising Code, depending on the circumstances and with due observance of reasonableness and fairness and the size of the banner or pop-up.¹¹

7.11. A banner or pop-up may not mention a Short Code.

Article 8 Supplementary requirements for TV commercials and print

8.1. The provisions of this Article will not prejudice the fact that the types of advertising referred to in this Article must also comply with the requirements of Articles 3, 4 and 5 of this Advertising Code.

TV commercials

8.2. If a TV commercial complies in full with the template as included in Appendix 2 to this Advertising Code and is not misleading, the commercial will be considered to be in accordance with the requirements of this Advertising Code.

8.3. If the template in Appendix 2 to this Advertising Code is not used for the TV commercial, the commercial must at least contain the information as included in Article 5 of this Advertising Code and Article 4 of Appendix 2.

¹¹ Banners, links or pop-ups do not enable the End User to make a purchase and are in themselves not an invitation to purchase. In the case of banners, links or pop-ups, there is no answer or ordering mechanism involved or a situation in which the End User can initiate a transaction.

8.4. In a Voice-over, which must be clearly understandable, it must be stated in the case of a Subscription that that is the case, and the total costs in euros per week in the context of the Subscription Service must be given. In the case of a One-Off Service, only the costs for that service need be stated in the Voiceover, as referred to in Article 4.1(f) of this Advertising Code, with the exception of televoting in the context of a TV programme in which the presenter calls on viewers to vote and the price is clearly visible on the screen without abbreviations.

8.5. In the case of a Chat Service, the Voice-over, which must be clearly understandable, must state 'fictitious persons – no arrangements possible';

8.6. It is obligatory for the conditions on television, as described in Article 4 of Appendix 2 Template TV-commercials, to be visible on the screen throughout the whole of the commercial for the SMS Service. If the Artwork contains information about a Promotional Offer, the Artwork for the Promotional Offer must be displayed with no more emphasis than the advertisement for the SMS Service itself.

8.7. Commercials for SMS Services may not be broadcast on television immediately before, during, or immediately after programmes that by their 11 Banners, links or pop-ups do not enable the End User to make a purchase and are in themselves not an invitation to purchase. In the case of banners, links or pop-ups, there is no answer or ordering mechanism involved or a situation in which the End User can initiate a transaction. English version SMS advertising code may 2011 Page 9 of 21 2011 nature are clearly aimed at children or programmes for which, according to generally accepted market viewing figures, more than forty percent (40%) of the viewers are aged below 16.

Print

8.8. In addition to the information referred to in Articles 4 and 5, in accordance with Article 7.6 of this Advertising Code, an advertisement in print must also contain the following information:

- a. the information as stated in field 6 in the template included in Appendix 1 to this Advertising Code.
- b. the name and business address of the SMS Service Provider, the Chamber of Commerce number and the VAT number;
- c. the telephone and e-mail details of the SMS Service Provider's customer service;
- d. a reference to the general delivery conditions, as well as a privacy statement and details of where these can be found;
- e. a statement that the SMS Service Provision Advertising Code and the SMS Service Provision Code of Conduct apply;
- f. the other information as stated in fields 7 and 8 in the template included in Appendix 1 to this Advertising Code.
- g. If a Subscription Service is involved, it must be clearly and legibly stated that a Subscription Service is involved with at least the same emphasis as any advertising text according to the provisions of Article 7.7 of this Advertising Code.

8.9. In the case of a text or line advertisement in print that cannot consist of more than 5 lines of text or no more than 140 characters, Articles 5 and 8.8 of this Advertising Code will not apply. In that case, only the requirements of Articles 3 and 4 of this Advertising Code must be fulfilled.

Article 9 Supplementary requirements for teletext, radio and SMS

9.1. The provisions of this Article will not prejudice the fact that the types of advertising referred to in this Article must also comply with the requirements of Articles 3 and 4 of this Advertising Code.

9.2. Commercials for SMS Services may not be broadcast on radio immediately before, during, or immediately after programmes that by their nature are clearly aimed at children or programmes for which, according to generally accepted market listening figures, more than forty percent (40%) of the listeners are aged below 16.

Article 10 Affiliates

10.1. With regard to marketing with the aid of Affiliates, SMS Service Providers will be obliged:

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- a. to contractually oblige Affiliates (e.g. by means of general conditions or a regulation), on pain of appropriate measures, to comply with the relevant regulatory framework, including the Dutch Advertising Code, as well as this Advertising Code and the SMS Service Provision Code of Conduct;¹²
- b. to provide Affiliates with this Advertising Code and the SMS Service Provision Code of Conduct;
- c. to respond actively to violations of the regulatory framework referred to under a. and to make every effort to avoid possible violations by Affiliates;
- d. to respond actively to violations of Article 7.2 of this Advertising Code and to make every effort to avoid possible violations by Affiliates;
- e. to oblige Affiliates to retain and have accessible their advertising for one (1) year and to provide it, at the first request, to members of the Mobile Services Codes of Conduct Foundation [*Stichting Gedragcodes Mobiele Diensten*] and/or the Compliance Office for the purposes of the handling of complaints and enforcement.

10.2. If the Advertising Code Committee and, in the case of an appeal, the Board of Appeal have concluded that an Affiliate has violated this Advertising Code or the Dutch Advertising Code, the Provider of the SMS Services will (again) draw the Affiliate's attention to its/his/her obligation to comply with the regulatory framework and instruct the Affiliate to comply with the decision. If the Affiliate nevertheless fails to comply with the decision and advertises contrary to the decision, the Provider of the SMS Services will end the contractual relationship with the Affiliate in question and prohibit the Affiliate from continuing advertising the SMS Services of the Provider.

10.3. If an SMS Service Provider has fulfilled its/his/her obligations pursuant to paragraphs 1 and 2 of the present Article 10, the Provider will have made the maximum efforts that may be reasonably expected of it/him/her to ensure that Affiliates comply with the rules.

Article 11 Complaints

11.1. Any party that believes that an advertisement of an SMS Service Provider is contrary to this Advertising Code may submit a complaint in writing or by e-mail to the Provider in question. The SMS Service Provider will be obliged to investigate the complaint and to inform the complaining party within three (3) working days of the result of this investigation.

11.2. A complaining party that is not informed within three working days or that considers the settlement of its/his/her complaint to be unsatisfactory may submit a complaint to the Advertising Code Authority, in accordance with the Articles and regulations of this authority.

Article 12 Entry into force

12.1. This revised Advertising Code (first version 1 April 2009) will enter into force on 15 May 2011; no transitional arrangement will apply. This means that before 15 May 2011 SMS Service Providers must have adjusted their existing advertisements, their general conditions, and their rules for Affiliates to bring them into line with this Advertising Code.

12.2. In principle, this Code has been adopted for two years and will be extended in each case by a period of two years.

12.3. In principle, this Advertising Code will be evaluated every two years.

¹² The same obligation is included in the SMS Service Provision Code of Conduct.

Appendix 1 Advertising Code for SMS Services

Registration Screen Template

9 Logo	2 Subscriptie Titel	1 Advertentie benoeming
	3 Titel	
4 Artwork (incl. prijs en frequentie produkt)	5 Call to action	
	6 Minimale leeftijd/geschikte toestellen	
7 Voorwaarden		
8 Additionele Informatie Links		

1. Statement of advertisement (Advertentie benoeming)

If the Registration Screen can be seen on or via a banner placed on a site, **(advertisement)** or **(publicity)** must be stated here.

Font: Arial Minimum Font size: (14.0 PTS/72DPI)

Colour: there must be a clear contrast between the background colour and the font colour so that the name can be read clearly (yellow on orange, blue on green, grey on black, light blue on dark blue, etc. are not permitted).

2. Subscription Title (Subscriptie Titel)

This is obligatory and must in the case of a Subscription Service at least be described as follows: **[Subscribe now....or In the case of this subscription** followed by a possible advertising text].

Font: Minimum Font size: (20.0 PTS/72 DPI), and in any case **no smaller** than 1/2 of the font size of the Title (point 3). A minimum applies to the font, to the effect that it must not be any smaller than 20.0 PTS/72 DPI, measured according to a standard Arial font.

For example: if the Title (point 3) is 80 PTS/72 DPI in size, the Subscription Title (point 3) must be at least 40 PTS/72 DPI in size.

PTS= points
DPI= dots per inch

Colour: there must be a clear contrast between the background colour and the font colour so that the subscription title can be read clearly (yellow on orange, blue on green, grey on black, light blue on dark blue, etc. are not permitted).

3. Title

This may be the description of the product, the brand name and/or the sales offer (discount or free). Needless to say, the title may also be a combination of the various terms (product+brand+offer).

Font: A minimum applies to the font, to the effect that it must not be any smaller than 40.0 PTS/72 DPI, measured according to a standard Arial font. The font for the title must also be the same as the font for the subscription title.

4. Artwork

This refers to the material that visually supports the campaign and consists of the price and frequency of the product, the product name, the product illustration and the product description. This may be placed to the left or right of the Call to action as described in point 5 of Appendix 1. The Artwork contains information about the SMS Service that is offered. If the Artwork contains information about a Promotional Offer, the Artwork for this Promotional Offer must be displayed with no more emphasis than the advertisement for the SMS Service itself.

Price and frequency of the product:

It must be stated unambiguously which costs will be involved in the SMS Service on a weekly basis, as well as the number of content/credit items that will be received on a weekly basis, for instance: €6/week, 4 items/week (+ SMS and download costs). No abbreviations may be used when stating the price. If payment for content is made on a monthly basis, the price and the number of content/credit items should be specified on a monthly basis.

Font: Arial Minimum Font size: (14.0 PTS/72DPI)

Colour: there must be a clear contrast between the background colour and the font colour so that the price and frequency of the product can be read clearly (yellow on orange, blue on green, grey on black, light blue on dark blue, etc. are not permitted).

5. Call to action

This is the text with the action required to order the product or to receive product information. The Call to action may be placed to the left or right of the Artwork.

1. This may be an example or sample of the product.
2. The End User should insert his or her 06 (mobile) number here.
3. Confirm by pressing on 'send'.

The call to action will in all cases be related to the SMS Service. Reference to the Promotional Offer is only permissible with a maximum of the same emphasis as the advertising for the SMS Service itself.

6. Minimum age/suitable phones (if applicable)

The following should be stated here:

Are you younger than 16? Ask your parents' permission

Click here to see if your phone is suitable for this service (this link must link to a list of suitable phones)

Font: Arial Minimum Font size: (14.0 PTS/72DPI)

Colour: there must be a clear contrast between the background colour and the font colour so that the minimum age/suitable phones can be read clearly (yellow on orange, blue on green, grey on black, light blue on dark blue, etc. are not permitted).

There may only be a single space between the Artwork and text 7 and between texts 7 and 8, so that the advertisement appears as a unit.

7. Conditions (Voorwaarden)

The most important conditions that apply to the SMS Service must be stated here. This includes in any event the following conditions:

1. If a paid Subscription Service is involved, this must be indicated in the following way: This is a paid Subscription Service.
2. It must be stated unambiguously which costs will be involved in the SMS Service on a weekly basis, as well as the number of content/credit items that will be received on a weekly basis, for instance: €6/week, 4 items/week (+ SMS and download costs). No abbreviations may be used when stating the price. If payment for content is made on a monthly basis, the price and the number of content/credit items should be specified on a monthly basis.
3. Any minimum duration of the subscription. (The minimum duration is one week; you will therefore always pay for at least one week).
4. Explanation of how the subscription can be halted. (Want to unsubscribe? SMS STOP to 'Short Code').
5. No right of withdrawal or consideration period will apply (if that is the case, that right or that period must be stated).
6. Contact details (telephone and e-mail data of the SMS Service Provider's customer service, as well as the name and business address of the SMS Service Provider, the Chamber of Commerce number and the VAT number).
7. General conditions, including a link to the general conditions.
8. A statement that the SMS Service Provision Advertising Code and the SMS Service Provision Code of Conduct apply;
9. A statement that the prices given include VAT.

It must be possible for the End User to save the above conditions to a permanent data medium.

Font: Arial Minimum Font size (12.0 PTS/72DPI).

Colour: Information must be stated in black letters on a white background.

8. Additional information links

These are links or references to extra information relating to the service offered.

The following information must at least be included here:

1. General conditions and any specific conditions¹³ etc.
2. Privacy statement.
3. SMS Code of Conduct.

It must be possible for the End User to save the above conditions to a permanent data medium.

Font: Arial Minimum Font size (12.0 PTS/72DPI).

Colour: Information must be stated in black letters on a white background.

9. Presentation of the logo as stipulated in Article 5 of this Advertising Code

The conditions referred to above are detailed in the following example:

¹³ The General Conditions or the Specific Conditions of the SMS Service Provider should state the visiting address of the SMS Service Provider.

9 Logo

2 SUBSCRIPTIE TITEL

1 Advertentie

3 **PRODUKT TITEL**

4 **PRODUKT NAAM**

PRODUKT ILLUSTRATIE

PRODUKT BESCHRIJVING
4 items/week, €6/week (+ sms en download kosten)

5 **1. LUISTER HIER**

▶ PLAY

5 **2. VUL JE NUMMER IN**

06

5 **3. KLIK OP VERSTUUR**

Verstuur

6 Ben je jonger dan 16? Vraag toestemming aan je ouders. Om na te gaan of je telefoon geschikt is voor deze dienst [klik hier](#).

7 Dit is een abonnementsdienst, €6/week, 4 items/week (+ sms en downloadkosten). De genoemde prijzen zijn inclusief BTW. Afmelden? Sms STOP naar XXXX. Op deze dienst zijn de algemene voorwaarden van YYY van toepassing, voor inzage in de algemene voorwaarden klik hier. Aanmelden voor de dienst betekent acceptatie van deze voorwaarden. De Gedragscode SMS-Dienstverlening en de Reclamecode SMS-Dienstverlening zijn van toepassing. Er geldt geen herroepingsrecht of zichttermijn. Voor vragen kunt u contact opnemen met 'telefoongegevens en emailgegevens van de klantenservice van de aanbieder'. Het vestigingsadres is ZZZZ, BTW nr en KvK nr.

8 [Algemene voorwaarden](#) | [Privacy beleid](#) | [Copyright beleid](#) | [Contact](#) | [SMS gedragscode](#)

Summary of the minimum Pixels and obligatory Fonts:

NO. 1. Name of advertisement:

Font: Arial Minimum Font size: (14.0 PTS/72DPI)

NO. 2. Subscription title:

Font: Minimum Font size: (20.0 PTS/72 DPI), and in any case **no smaller** than 1/2 of the font size of the Title (point _). A minimum applies to the font, to the effect that it must not be any smaller than 20.0 PTS/72 DPI, measured according to a standard Arial font.

NO. 3. Title:

Font: A minimum applies to the font, to the effect that it must not be any smaller than 40.0 PTS/72 DPI, measured according to a standard Arial font. The font for the title must also be the same as the font for the subscription title.

NO. 4. Artwork:

Price and frequency of the product

Font: Arial Minimum Font size: (14.0 PTS/72DPI)

NO. 6 Minimum age/suitable phones (if applicable)

Font: Arial Minimum Font size: (14.0 PTS/72DPI)

NO. 7. Conditions:

Font: Arial Minimum Font size (12.0 PTS/72DPI)

NO. 8. Additional information links:

Font: Arial Minimum Font size (12.0 PTS/72DPI)
PTS= points
DPI= dots per inch

Appendix 2 Advertising Code for SMS Services

TV commercials template

1. TV commercials submission format

In order to ensure that the conditions referred to under 3. can be read clearly, irrespective of the way in which they are broadcast and the channel, commercials should be supplied to TV channels in the correct format (16:9 or 4:3). The channel's broadcast equipment determines the format to be supplied. If a channel broadcasts commercials in 16:9, the commercial should be supplied to the channel in 16:9. If a channel broadcasts commercials in 4:3, the commercial should be supplied to the channel in 4:3. It is not permitted to supply 16:9 commercials to a channel that broadcasts in 4:3 and vice versa.

2. Artwork

This refers to the material that visually supports the campaign and consists of the price and frequency of the product by means of the logo as described in Article 5 of this Advertising Code, the product name, the product illustration and the product description. The Artwork contains information about the SMS Service that is offered. If the Artwork contains information about a Promotional Offer, the Artwork for this Promotional Offer must be displayed with no more emphasis than the advertisement for the SMS Service itself.

3. Colour of conditions in TV commercials

The conditions must be stated as a white text on a black background.

4. Stating the conditions

4.1. The text of the conditions must be able to be read clearly throughout the whole of the TV commercial and must contain at least the following information:

1. Reference to a website giving a list of suitable phones (if applicable) and the conditions for this service (Conditions and suitable phone: www.zzzz.nl).
2. In the case of a Subscription Service, an explanation of how the subscription can be halted (Want to unsubscribe? SMS STOP to 'Short Code').
3. Applicable SMS and download costs.
4. Minimum age (Are you younger than 16? Ask your parents' permission).
5. Presentation of the logo as stipulated in Article 5 of this Advertising Code.
6. In the case of a Subscription Service, a statement of the number of content items per week/month.
7. No right of withdrawal will apply (if that is the case, that right must be stated).

4.2. a. In a Voice-over, which must be clearly understandable, it must be stated in the case of a Subscription that that is the case, and the total costs per week in the context of the subscription must be given. In the case of a One-Off Service, only the costs for that service need be stated in the Voice-over, as referred to in Article 4.1(f) of this Advertising Code. In the case of a minimum duration for the subscription, the Voice-over must state 'Subscription, minimum cost X euros per week'.

4.2. b. In the case of a Chat Service, the Voice-over – in addition to the costs referred to in Article 4.1(f) of this Advertising Code – must state (if applicable) 'fictitious persons – no arrangements possible';

4.3. With regard to the size of the conditions, the following rules apply:

For 4:3 format commercials:

Font: ARIAL REGULAR

Minimum font size must be: 20 pixels

Space between the lines (Leading) must be at least: 20

Space between the letters (Tracking) must be at least: 0

For 16:9 format commercials:

Font: ARIAL REGULAR

Minimum font size must be: 23 pixels

Space between the lines (Leading) must be at least: 20

Space between the letters (Tracking) must be at least: 0

The above rules are detailed in the following examples:

For 4:3



For 16:9



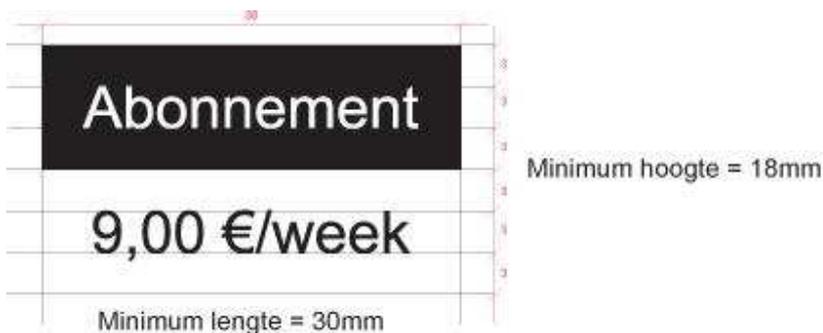
4.4. Specific text conditions for Chat Services

1. Supplementary to Article 4.1 of this Appendix, the following addition will apply: 'fictitious profiles – no arrangements possible' for Chat Services.
2. Contrary to Article 4.1.4 of this Appendix, a minimum age of 18 applies for adult Chat Services.
3. Contrary to Article 4.3 of this Appendix, a minimum permitted font of 20 for 16:9 format commercials with Arial or similar applies to all text conditions for Chat Services.

Appendix 3 Logo

1. Lay-out of the logo

'Subscription' or 'One-Off' must be indicated in the upper half of the logo. In the lower half of the logo, the costs per week or per month must be shown in the case of a Subscription Service. In the case of a One-Off Service, the costs per item or per chat must be shown. The ratio between the above-mentioned upper and lower halves must be 1:1; no deviation from this ratio is permissible. The general lay-out will be as shown in Figure 1 below. The ratio of length to height is fixed (5:3); no deviation from this ratio is permissible. The minimum length is 30 mm and the minimum height is 18 mm. In the case of print advertising in a format larger than A4, the above-mentioned size of the logo will be proportionately larger the larger the format of the print advertising. In the case of print advertising smaller than A4 format, the minimum size will apply as stimulated above.



Minimum height = 18 mm
 Minimum length = 30 mm



Minimum height = 18 mm
 Minimum length = 30 mm

Figure 1: Lay-out of the logo

Arial will be used for the font; this may never be less than 8 points. The ratio in the logo between the week price versus subscription or One-Off is fixed as 50/50. 'Subscription' or 'One-Off' must be indicated at the top.

No abbreviations may be used when stating the price. The price must be indicated in one of the following ways, depending on the service offered:

A) Subscription

Option i: 6.00 €/week

Option ii: If payment for content is made on a monthly basis, the price should be specified on a monthly basis. 6.00 €/month

B) One-Off

Option i: The price should be specified per content item: 2.00 €/item

Option ii: In the case of Chat Services, the price should be specified per chat: 2.20 €/chat

2. Colour options for the logo

There must be a clear contrast between the background colour and the logo colour so that the logo can be read clearly. The colour of the logo must be as shown in Figure 2 below.

	Type 1	Type 1	Type 3
Frame	Black	Black	Black
Text	White	White	Black
Background	Black	Blue	Yellow

The colour code is as follows (R/G/B)

White 255/255/255

Black 0/0/0

Yellow PMS yellow

Blue PMS 2945



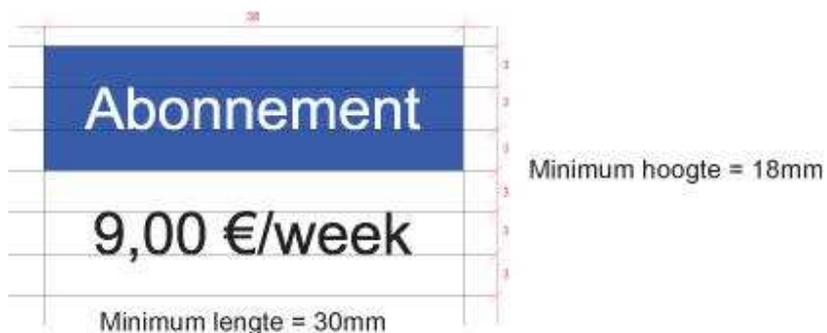
Minimum height = 18 mm

Minimum length = 30 mm



Minimum height = 18 mm

Minimum length = 30 mm



Minimum height = 18 mm
Minimum length = 30 mm

Figure 2: Colour options

3. Positioning of the logo

The logo must be positioned to the top left or top right in every advertisement and must be fully visible (in the case of a web page, without it being necessary to scroll the web page).

4. Use of the logo on mobile Internet

The minimum dimensions for the logo do not apply when it is used on mobile Internet. In the case of advertising on mobile Internet, however, the logo must be clearly visible without scrolling being necessary.

TELEMARKETING CODE

Code for telephone conversations between telemarketer and consumers

Article 1

The following definitions apply to this Code:

telemarketing:

The systematic use of a telephone conversation to commend consumer goods, services or concepts; this also includes the solicitation for services;

telemarketing agency:

The organization/organizational division that is occupied (among other things) with telemarketing;

telemarketer:

The person who does the actual telemarketing telephoning;

advertiser:

The company, institution or (non-profit) organization that carries out telemarketing activities itself or farms them out to telemarketing agencies;

consumer:

A natural person who does not act in the capacity of his occupation or business;

telemarketing conversation:

The telephone conversation in which telemarketing is practiced.

Infofilter:

The database of the 'Infofilter' (Stichting Infofilter) in which consumers who do not wish to engage in telemarketing conversations can record their particulars.

updating:

Comparing the database of the telemarketing agency or of the advertiser with the Infofilter database so that consumers (not being existing clients of the advertiser), who are listed in the Infofilter database will not be phoned for telemarketing purposes.

Article 2

This Code applies to telemarketing directed at consumers who have a fixed residence in the Netherlands.

Article 3

Par.1:

Telemarketing shall conform to the law, specifically the Dutch Personal Data Protection Act, The Dutch Telecommunications Act and the sections of laws concerning agreements concluded by telecommunications and the relevant self-regulating provisions.

Par.2:

Telemarketing agencies shall inform advertisers about this code, about the most important regulations concerned and about the possible consequences of infringement upon these regulations.

Par.3:

The provisions of the present code prevail over the general conditions of the advertiser and/or the telemarketing agency.

Article 4

Par.1:

Telemarketing conversations are permitted unless the consumer, not being an existing client of the advertiser, has indicated through the Infofilter or directly notified the advertiser his desire not to be called.

Par.2:

The use of automatic call systems without human interference for the purpose of telemarketing is not permitted.

Par.3:

The telemarketer is not permitted to speak unsolicited into a telephone answering machine or voice mail system of the consumer.

Article 5

Par.1:

Upon the start of every telemarketing conversation the telemarketer shall ask, after having clarified the commercial objective of the conversation, whether he has phoned at a convenient time.

Par.2:

If the telemarketer has phoned at a convenient time he shall state who the advertiser is and what the purpose of the conversation is, if this has not become clear from the commercial objective. Next he shall indicate the probable duration of the conversation, should the telemarketer expect it to take longer than five minutes.

Should the call be at an inconvenient time, the telemarketer shall end the conversation immediately. The telemarketer is then allowed to ask, if he may call back at another time.

Article 6

Should the consumer indicate the desire to end the conversation prematurely, the telemarketer shall comply immediately.

Article 7

Par.1:

The code shall be observed not only in letter but also in spirit. During each telemarketing conversation, measures have to be taken in order to guarantee proper observance and in order to avoid irritation, where possible.

Par.2:

An improper and deceptive approach is not permitted. An improper and deceptive approach is defined among other things as follows: a sales approach under the pretext of (market) research or a survey. This also includes an approach with leading questions or stating untruths.

Article 8

Par.1:

Telemarketing conversations may be held only between 9 a.m. and 10 p.m. on working days, and from 10 a.m. to 4 p.m. on Saturdays. Telemarketing is not permitted outside these hours, on Sundays or on public holidays, unless with explicit approval to call back on the consumer's initiative.

Par.2:

Telemarketing agencies may deviate from the provisions of section 1 of this article, should public interest require this.

Par.3:

Should a consumer lodge a complaint based on the fact that the provisions of section 1 have been infringed, it remains with the telemarketing agency or the advertiser to prove the contrary.

Article 9

A telemarketing agency shall make no offer to a consumer of whom the telemarketer knows to be, or could reasonably have known to be a minor.

Article 10**Par.1:**

Upon the start of every telemarketing conversation the consumer shall be given the opportunity to make a protest against further use of his electronic contact data by or on behalf of the advertiser. Should the consumer notify that he does not want to be phoned by or on behalf of this advertiser in future for the purpose of telemarketing, the advertiser and/or the telemarketing agency shall comply with this request.

Par.2:

Should a consumer request the telemarketing conversations to be terminated in future, he shall be notified of the possibility to register his personal data: name, address, place of residence and telephone number in the Infofilter database, via www.infofilter.nl (free of charge), via Stichting Infofilter telephone number 0900-6661000 (25 cent/m) or via P.O. box 906, 1000 AX Amsterdam.

Article 11

The telemarketing agency or the advertiser is obliged to update his own database no longer than 2 months before carrying out a planned telemarketing campaign. Should a current telemarketing campaign last longer than two months, the telemarketing agency or the advertiser shall update his own database at least once every two months.

Article 12

Telemarketers shall be familiar with this Code. The actual text of this code shall be within reach whenever telemarketing conversations are held.

Article 13**Par.1:**

Any person who considers himself approached by telephone in a way that conflicts with this Code can complain to the advertiser or the telemarketing agency in writing. In that case, it shall be assumed that the advertiser as well as the telemarketing agency is party to the proceedings as stipulated in the second section of this article. The recipient of the complaint is obliged to investigate the complaint and to notify the complainant within four weeks on the results of this investigation. If the complaint is directed to the advertiser, he shall disclose at the earliest request the name and address of the telemarketing agency.

Par.2:

Any complainant who is not notified promptly pursuant to the previous section of this article, or who is not satisfied with the resolution of his complaint may lodge a complaint with the Advertising Code Authority, pursuant to the articles and regulations of this Authority. Should a prompt response by the advertiser (or the telemarketing agency) be lacking, the complaint shall be submitted by the complainant no later than four weeks after the elapse of the period stipulated in the previous section and in the case of an objection to a given response, within four weeks after receipt of that response, unless the complainant can demonstrate that this could not reasonably have been expected of him.

Par.3:

If an interest organisation receives five or more complaints about the same telemarketing campaign, this organization can lodge a complaint directly with the Advertising Code Authority on behalf of the complainants, pursuant to the articles and regulations of this Authority. The

complaint shall be submitted no later than four weeks after the telemarketing conversation took place, unless the interest organisation can demonstrate that this could not reasonably have been expected of him.

Par.4:

The Advertising Code Committee or the Board of Appeal as the case may be, may indicate by means of allowance of a complaint, whether the infringement of the Code can be attributed to the telemarketing agency and/or the advertiser. Should the Advertising Code Committee make a public recommendation or give a public 'opinion without commitment', the name of the advertiser shall in any case be disclosed.

Article 14

This Code is based on the principle 'the caller pays.'

Article 15

This Code is in force from 2 December 2003.

ADVERTISING CODE FOR FOOD PRODUCTS

I. GENERAL PROVISIONS

Field of application

This Code applies to all advertising for food products specifically intended for the Dutch market.

Definitions

- a. **Food(s):** any industrially prepared and, as a rule packaged food products and drinks intended for the use by consumers.
- b. **Children:** minors who have not yet reached the age of 13.
- c. **Portion size:** size of a portion related to weight and/or volume.
- d. **Children's Idol:** persons, as well as comic characters and/or animated figures, well known by their role in television programs which are specifically intended and/or developed for children. Comic characters and/or animated figures developed by the advertiser himself do not fall within the definition of a children's idol.
- e. **Point-of-Sale material:** Advertising messages available at a Point-of-Sale.

II. ADVERTISING MESSAGES

General

1. In an advertising message for foodstuffs, statements referring to taste, portion size and a possible contribution of the commended food to a healthy eating pattern shall be correct and complete.

2. In addition to the provisions of this code, the present laws and regulations concerning labelling, nutritional value indications, and food and health claims apply to an advertising message for food products.

3. Par. 1.

A health claim, as defined in art.1 par.5 of the EU Regulation on Food and Health Claims 1924/2006¹⁴, may only be used if it complies with the following legal provisions:

a. The claim must either be stated in the so called article 13 list of the Regulation on Claims, or be included in the Commission Regulations which confirm the claims admitted under articles 13 (5) and 14. Furthermore, all admitted and not admitted (rejected) claims are entered into a community register mentioned in article 20 of the Regulation on Claims.

Explanation This register can be found at http://ec.europa.eu/food/food/labellingnutrition/claims/community_register/index_en.htm.

b. As to health claims mentioned in the so called article 13 list, a transitional period applies until the list will actually be published.

¹ Hereinafter: Regulation on Claims

Explanation The claims this transitional period applies to can be found at <http://www.efsa.europa.eu/en/ndaclaims/ndaclaims13.htm> (from there scroll to the four sets of health claims in pdf-format).

c. In respect of the health claims, any and all relevant elements and information must be able to be provided to prove that the requirements of the Regulation on Claims are met. Furthermore, any and all other labelling requirements, as given in article 10, par.2 of the Regulation on Claims, shall be complied with.

Par. 2.

As far as nutritional claims, as defined in art.2 par. 4 of the Regulation on Claims, are concerned, the criteria on which the claim is based shall be met as listed in the Annex of the Regulation on Claims.

4. Commendation of a food product by referring to a certain quality which does not have a distinctive capacity within the relevant group of products is not allowed if the referral is intended to distinguish the Food Product from other products in the same group in a misleading manner.

Explanation.

However, it is allowed to refer to a GENERAL feature. E.g. “Product X is naturally fat free”, as this refers to a common feature of all products in the category. The addition ‘naturally’ is explicitly for this purpose included in the Regulation of Claims. For the establishment of the relevant group of products, use is made of the most recent assortments classification on subgroup level, made by the Central Bureau of the Foodstuffs Trade (*in Dutch: Centraal Bureau voor de Levensmiddelenhandel, CBL*). This list can be found at <http://www.gs1das.nl/> and then click ‘downloads’, CBL-list 2004.

5. If in an advertisement a food product is shown as part of a meal, the entire meal shown shall comply with the Guidelines for Good Food.

Explanation

The Guidelines for Good Food can be found at <http://www.gezondheidsraad.nl/nl/adviezen/richtlijnen-goede-voeding-2006>.

6. Advertisements shall neither show excessive consumption, nor explicitly encourage excessive consumption of any food product. Furthermore, such behaviour shall not be held up as an example and/or be justified. Usual price or volume actions are not considered as explicit encouragement or excessive consumption.

7. An advertisement for food with a lower energy value than the original product may not lead to higher consumption of that product than of the food product with the original, higher energy value.

Children

8.

Par.1.

Advertising for food products intended for children under 7 is not permitted. This means that

- a) Media carriers which according to the generally accepted research of the reach are specifically aimed at children under 7 shall not contain advertising for food products.

- b) Media carriers which are not specifically aimed at children under 7, shall only contain advertising for food products if, according to the generally accepted research of the reach, the public for whom the advertising is intended consists of less than 25% of children under 7.

Par.2. Exceptions to par. 1:

- a) Advertisements for food products realized in cooperation with the government and/or other approved authorities in the field of nutrition, health and/or physical exercise, intended for children under 7.

Explanation.

“An approved authority’ means, on one hand, national authorities such as the government itself: the Ministry of Health, Welfare and Sport (in Dutch: VWS), the ministry of Agriculture, Nature and Food Quality (in Dutch: LNV), the Netherlands Nutrition Centre, the National Institute for Sports and Exercise, the Netherlands Olympic Committee-Netherlands Sports Federation(NOC-NSF), approved patients organisations such as the Dutch Heart Association, the Diabetes Association in the Netherlands and/or the Netherlands Obesity Association and professional associations in the healthcare sector, such as the Netherlands Dieticians Association and the Netherlands Society of General Doctors; and, on the other hand, the international authorities, such as e.g. the World Health Organisation and the European Commission.

- b) Packaging and point-of-sale material.

9. An advertisement for food products which are associated with certain television and/or radio programme specifically intended for Children, shall not be broadcast in the advertising blocks during or immediately after that programme.

10. A children's idol is not allowed to actively commend a food product and/or related 'premiums' (free gifts) or services in audiovisual advertisements, specifically aimed at children.

11. In an advertisement specifically aimed at Children, the commendation of a food product shall not make the impression that consumption of the commended food renders them a higher status and greater popularity within their age group than the consumption of any other food product.

Specific forms of advertising at schools

12. It is not allowed to advertise foodstuff in playgroups, day-care centers, after-school childcare centers and at schools for primary education. The only exception is an informational advertising campaign realized in cooperation with the government and/or other approved authority in the field of nutrition, health and/or physical exercise.

Explanation.

By way of illustration: sampling is considered as advertising.

13. At schools for secondary education no promotional activities shall be held which are only intended to motivate the students to excessively consume the commended food product at the time.

14. At schools for secondary education only the regular packages of a food product shall be commended and offered for sale, and not the maximum, king size etc. versions.

15. With respect to sponsoring the most recent version of the '*Schools for primary and secondary education and sponsoring*' Covenant applies.

Explanation:

The Covenant can be found at <http://www.minocw.nl/documenten/sponsoringpovo-convenant2002.pdf>.

Date of commencement and evaluation

This Code became operative on 2 June 2005 and was amended as per 1 February 2010* For the current advertising messages a transitional period of 6 months maximum shall apply and/or till the existing media year contracts shall expire.

The Code will be evaluated within 2 years and if necessary revised.

* The Consumers Organization does not agree with the Special Advertising Code for food that was amended as per 1 February 2010. The Consumers Organization does not agree with the Code as to the following: the age limit, the exclusion of packaging material and Point of Sale material and the absence of distinction between healthy and unhealthy food.

A Special Advertising Code, approved by the Board of the Advertising Code Authority without the endorsement of the Consumers Association has the same force as the other special advertising codes.

ADVERTISING CODE FOR CONFECTIONERY (CVZ)

For the purpose of this Code, confectionery is defined as all foodstuffs and delicacies that do not form part of the regular meals and are consumed between meals because of the sweet taste produced by their simple carbohydrates (saccharose, invert sugar, glucose and fructose). The Code does not apply to ice cream, soft drinks, spreads and products containing sugar that form part of a normal meal.

- 1.** Advertising shall not encourage excessive consumption, nor shall such consumption be held up as an example or be excused.
- 2.** Advertising shall not suggest that confectionery can replace a meal.
- 3.** Advertising shall in no way contain negative statements about people who, for any reason whatsoever, do not wish to consume confectionery or who wish to limit their consumption of confectionery.
- 4.** Advertising messages shall not establish a link between the consumption of confectionery and health, with the exception of advertisements for products which come under the jurisdiction of the Inspection Board for the Commendation of Health Products (KAG) and are permitted by the KAG. Reference to relatively low sugar content shall not be used to create the impression that the chance of tooth decay is small.
- 5.** Situations in which confectionery is consumed by a person immediately after brushing his teeth and before going to bed shall not be shown, nor shall consumption at such times be encouraged.
- 6.** Television advertising for confectionery shall show a stylised image of a toothbrush approved by the Advertising Code Committee (either a positive slide image or a negative slide image- at the discretion of the advertiser):
 - a. during the entire commercial, in which case the image is at least one tenth the height of the film picture;
 - b. for three seconds of the commercial, in which case the image will be at least one eighth the height of the picture;
 - c. filling the entire picture for one and a half second of the agreed broadcasting time, whether or not the advertising message is shortened by a corresponding period.
- 7.** Advertising in printed matter intended for, or which may be assumed will be read primarily by children under the age of 14 years or in printed matter, articles of which are specially intended for children under the age of 14 years, shall show the toothbrush emblem described in article 6 which shall measure 1 cm x 1.5 cm for A4 and A5 formats and proportionally larger or smaller for other formats.

This Code came into force on 1 November 1991 and was revised on 1 November 1992.

Note: The stylised image is to be obtained from the secretariat of the Bakery and Sugar Industry Association (VBZ), Rijswijk, Netherlands (070-3554700 or www.vbz.nl).

CODE FOR ADVERTISING DIRECTED AT CHILDREN AND YOUNG PEOPLE

Code for advertising messages specifically directed at children and minors/young people, wholly or partly.

An advertising message appropriate for minors/young people is not necessarily appropriate for children. The Advertising Code Committee and the Board of Appeal will take this into account when they have to decide whether this code has been violated.

In addition to this code all other provisions of the Dutch Advertising Code will remain in full force regarding advertising which is specifically directed at children and minors/young people, wholly or partly.

DEFINITIONS

Minor/young person: person under the age of 18

Child: person of 12 and under

Parent/ caretaker: the legal representative of the minor/young person.

Advertising directed at children: advertising which is specifically directed at children, wholly or partly.

Letterbox advertising: all advertising material which is distributed through the letter box or post office box, whether by direct mail or door-to-door, which does not form an integral part of another medium such as newspapers or magazines;

Door-to-door sampling: the distribution of goods or samples by direct mail or door-to-door free of charge;

Distance contract: contract which is concluded exclusively by the use of one or more forms of distance communication technology, as part of the distance sales or service system, set up by the seller or service provider.

Tele-shopping: a television programme where direct offers are made to the public to the effect of supplying products on payment of costs.

Tele-marketing: the systematic use of a telephone conversation to commend consumer goods, services or concepts; this also includes the solicitation for services;

II. GENERAL PROVISIONS

Article 1

Advertising directed at children shall not contain words, sounds or pictures which may somehow mislead children about the qualities and properties of the product offered.

Explanation of article 1

Advertising directed at children shall take into account their comprehension and expectations, especially regarding the playing pleasure, the size and the performance of the offered product.

Article 2

- a. Advertising directed at children may not cause any moral or physical damage and should therefore comply with the following criteria for the benefit of their protection: it shall not encourage them to buy a certain product by exploiting their lack of knowledge or their credulity;
- b. it shall not directly incite their parents or others to buy the products advertised.
- c. it shall not abuse the trust of children in parents, teachers or others;
- d. it shall not depict children in hazardous situations.

Article 3

Advertising directed at children shall not suggest that the possession of or use of a certain product confers on them a physical or social plus vis à vis other children, nor shall the product in any way cause the demeaning of a child.

III. IDENTIFICATION OF THE ADVERTISING

General

Advertising shall be identifiable as such, by its layout, presentation content or otherwise, especially having in view the public for which it is intended (see article 10, Dutch Advertising Code).

(Youth) magazines or other printed matter

Article 4a

An advertisement (incl. the so-called advertorial) in a youth magazine or in other printed matter with a reach of over 25 % of children, shall be headed by the word 'advertisement' of 12 point size.

Explanation

Points of departure for calculating the reach of magazines and daily papers among children are provided by the 'Youngsters survey', which is carried out every two year by research bureau Qrius (www.qrius.nl) by order of various companies and institutions.

Radio and television

Article 4b

Advertising on radio and tv shall be clearly separated from the rest of the programmes by optical and/or acoustical means.

Internet

Article 5

par.1

If an advertisement directed at children, is made visible on a website (= a banner) or via a website (=pop-up), the advertisement shall bear the word 'advertising message' or 'advertisement', clear and at a single glance perceptible. Should the message be smaller than 150 x 50 pixels, than the abbreviation 'adv.' may be used.

par. 2

If an advertising message contains a hyperlink, the page made visible by the hyperlink shall not contain any messages conflicting with this code.

E-mail

General

- The advertiser is obliged to make sure that the recipient has given permission for sending him advertising messages by e-mail, or has ordered before a similar product as a client of the advertiser. (see art. 1.3 E-mail Code)
- Advertising by e-mail shall be clearly identifiable as such. Identification shall be made possible by the combination of sender's address and subject. (see art. 2.1 E-mail Code)

Article 6.

a. In the case of an advertisement directed at children via e-mail, any advertisement in the e-mail shall bear the word 'advertising message' or 'advertisement', clear and at a single glance perceptible.

b. Should the message be smaller than 150 x 50 pixels, than the abbreviation 'adv.' may be used.

c. In case the e-mail itself represents the advertising message, the word 'advertisement' shall be mentioned at the top of the body.

SMS (short message service)

Article 7

In case an advertisement is directed at children via SMS, the SMS shall mention the word 'adv', clearly and at a single glance perceptibly.

IV. SPECIAL STIPULATIONS FOR ADVERTISING MESSAGES SPECIFICALLY DIRECTED AT CHILDREN AND MINORS/YOUNG PEOPLE, WHOLLY OR PARTLY

A. Content of the advertising message

B. Personal details

C. Providing services

D. Specific products

A. CONTENT OF THE ADVERTISING MESSAGE

Letterbox advertising, door-to-door sampling and sales promotions

Article 8.

It is forbidden to send or cause to send children addressed advertising material, which is held to possibly cause damage to the mental health of children.

Article 9

In the case of a distance contract (unlike tele-shopping), the seller or service provider shall urge a child to ask permission of his parents to make an agreement. The seller or service provider shall take all measures which can be reasonably expected from him, to make sure that this permission was given.

Article 10

In the case of tele-shopping children shall not be encouraged to make an agreement to buy or hire products.

Article 11

Persons starring in audiovisual programmes, who are for that reason held to have influence on children and enjoy their confidence, are not allowed to star in audiovisual advertising.

B. PERSONAL DETAILS

Article 12

Par. 1

When collecting personal details of a child, all effort shall be made to inform the child and/or his parent(s) of the purpose of collecting these data. Should commercial material be used, directed at the child or should otherwise a child's details be deliberately collected, the aforementioned information shall be clear, easily accessible and comprehensible for children.

Par.2

In adherence with the law, specific forms of elaborating personal details of a minor/young person under 16 require that the permission of the parent/caretaker be granted.

Par.3

If a game, prize or any other activity is offered with a sales promotional purpose, the child shall not be required to disclose any other personal details than strictly necessary for that purpose.

C. SERVICE PROVIDING

Telephone information services

Article 13

Advertising messages for telephone information services of an erotic or pornographic nature, implicitly or explicitly referring to services of that nature, shall not (also) be directed at minors nor use them for this purpose. Minors shall not directly or indirectly be encouraged by means of advertising messages to make use of these information services and such messages shall not refer to minors.

Telemarketing

Article 14

A marketer (the person who is professionally involved in telemarketing) shall make no offers to consumers whom he knows or could have known to be a minor (see Article 9 Telemarketing Code).

D. SPECIFIC PRODUCTS

The Dutch Advertising Code includes a number of Specific Advertising Codes which contain provisions referring to children and minors.

The following Specific Advertising Codes are involved:

- The Advertising Code for Alcoholic Beverages
- The Advertising Code for Tobacco products
- The Advertising Code for Games of Chance offered by Licensees
- The Advertising Code for Telemarketing
- The Advertising Code for Text Messaging Services
- The Advertising Code for Food Products
- The Advertising Code for Confectionery

This Code became operative on 1 January 2006.

C. GENERAL RECOMMENDATIONS

General recommendations

Over the years the Advertising Code Committee has made a number of general recommendations on the following topics:

- a. recruitment campaigns for salesmen/distributors
- b. magnetic health bracelets
- c. use of the words 'comparable selling price in the shop'
- d. statement of gross or net measurements
- e. the use of superlatives
- f. guarantees
- g. the use of the term 'recommended price'
- h. advertising for branches
- i. pictures of the product concerned
- j. lodging agencies
- k. personnel advertisements (withdrawn)
- l. children's fireworks

NB. On 5 June 1996 the authority of the Advertising Code Committee to make general recommendations was withdrawn. Currently rules shall only be formulated by the administrative body of the Advertising Code Authority.

a. Recruitment campaigns for salesmen/distributors

In the opinion of the Advertising Code Committee, advertisements used to recruit salesmen or distributors sometimes wrongly create the impression that applicants are being recruited for a job with prospects of a very attractive salary when in fact the work will be performed on a commission basis, whether or not the potential employee has been obliged to first make an advance investment or purchase, frequently entirely at his own risk.

For this reason, the Committee recommends advertisers and media to ensure that such advertisements:

1. clearly state:

- a. the future relationship between the advertiser and the salesman/distributor: in particular, it must be explicitly stated whether or not this person will be working as an employee.
- b. whether or not an investment or purchase has to be made by the salesman/distributor and if so, the size of the investment.

2. mention potential earnings with the greatest caution. Raising unreal expectations will be avoided. The Committee requests that parties concerned take the above into account and do not place advertisements that do not meet the requirements.

(November 1973)

b. Magnetic health bracelets

It has become clear to the Advertising Code Committee that magnetic health bracelets are increasingly advertised.

The majority of these advertisements state that the bracelets are beneficial to one's health and that wearing the bracelets has a beneficial effect on certain diseases, such as rheumatism, high and low blood pressure, neuralgia, lumbago, headache, nervousness and fatigue. The advertisements in question, also often refer to a certificate, issued by the Ministry of Public Health in the country of origin.

The Committee holds that this form of advertising is contrary to the Dutch Advertising Code, as a link between wearing the bracelet and the health of the wearer has not been scientifically established and it has also not been sufficiently established that the governmental certificates in question guarantee the beneficial effect of the bracelets.

The Committee recommends that advertisements advertising such magnetic bracelets should not be placed or should be refused if a link is made between health and medical grounds for wearing these bracelets and where governmental certificates are mentioned, unless these advertisements are provided with a valid authorization stamp issued by the Inspection Board for the Public Commendation of Registered Drugs (KOAG) and the Inspection Board for the Commendation of Health Products (KAG).

(September 1974)

c. Use of the words 'comparable store sale price'

It has become clear to the Advertising Code Committee that advertisements and catalogues for products or free gifts ('premiums') that are not actually being sold in stores indicate the 'comparable store sale price' and specify the price in decimals. The Committee holds that this form of advertising is contrary to Article 7 of the Dutch Advertising Code, as it is impossible to determine the exact comparable store price of products that are not being sold in stores.

Wherever a comparable store sale price of such products or premiums is mentioned, the value shall be given in round figures preceded by the word 'approximately'.

The Committee recommends that advertisements that do not comply with the above should not be placed or should be refused, as the case may be.

(February 1975).

d. Statement of gross or net measurements

It has become clear to the Advertising Code Committee that advertisements indicating the volume or weight of the products offered, e.g. for refrigerators or deep freezers, fail to mention whether the given measurements are gross or net measurements.

The Committee considers this form of advertising wrong and contrary to the Dutch Advertising Code. The Committee recommends that advertisements that mention volume or weight should clearly indicate whether the measurements are gross or net measurements and advertisements that do not comply with the above should be refused or not placed.

(September 1975)

e. Use of superlatives

The Advertising Code Committee took cognizance of the fact that in many advertisements where a price is mentioned the advertiser often states that its product is "the cheapest", "the least expensive" or as having "the lowest" prices in comparison to those of its competitors.

Given the fact that in almost all cases, it will be physically impossible for an advertiser to perform a validity check and to produce evidence thereof, such a statement will almost always be misleading.

The Committee therefore recommends that advertisements, which use superlatives with respect to price, are not placed or are refused, as the case may be.

(October 1975)

f. Guarantees

The Advertising Code Committee is regularly confronted with advertisements containing the words "guarantee" or "guaranteed" while the scope, purport, conditions and significance of the guarantee are not expressed in accordance with article 12 of the Dutch Advertising Code.

This made the Committee address this earlier by drawing attention to this article and explicitly insisting on compliance herewith in its general recommendation of October 1974.

Although the Committee has noticed increasing compliance with this article, advertisements in which the words "guarantee" or "guaranteed" are not or not sufficiently substantiated are still repeatedly submitted to the Committee.

In this context, it has become clear to the Committee that the meaning of the words: "scope, purport, conditions and significance of the guarantee" is not always fully understood.

For this reason, the Committee thinks it is necessary to bring this matter to the attention of advertisers, advertising agencies and the media again.

The Committee will focus on the main issue, which is the existing legal obligation of the supplier to provide a reliable product, and that the word "guarantee" may not be used to reduce legal obligations or pretend that compliance with these legal obligations is an additional service.

The Committee stipulates the following with respect to the explanation of and compliance with article 11 of Dutch Advertising Code:

1. it is misleading to refer to a guarantee when primarily referring to a scheme intended to restrict the obligation of a producer or supplier to warrant the reliability of its products or its services;
2. likewise, the word 'guarantee' or 'guaranteed' may not be used in advertisements if it only intends to emphasize an essential quality of a product or service that is supposed to be an implicit quality of this product or service. Therefore, the producer or supplier does not hereby undertake an obligation in addition to those obligations it already has pursuant to the law, *i.e.* the obligation to provide sound, practicable goods or services;
3. if advertisements refer to a 'guarantee' without any further explanation, this should mean that the buyer has the right to a full guarantee with unrestricted cover for all parts and features of the product; any limitation in respect of the scope and significance of the guarantee shall therefore be explicitly mentioned;
4. the scope of the guarantee applies to the parts or features of the product or service covered by the guarantee;
5. the purport and scope of the guarantee shall mean how and the extent to which defects are remedied and damage repaired, respectively;
6. the terms and conditions of the guarantee shall always be stated. (March 1976)

g. Use of the term 'recommended price'

The Advertising Code Committee took cognizance of the fact that the concept 'recommended price' is increasingly being used in advertisements, where the statement is made that the advertiser in question is offering the product at a certain percentage below the 'recommended price'. Quite often though, it appears that no recommended price is set by the producer of the product in question.

In light of the fact that the average consumer will understand the 'recommended price' as being the price set by the producer or importer of the product and recommended to retailers, it is misleading to use the term 'recommended price' if it does not apply to the price set by the producer, but instead the price set by, for example, the branch committee or by the advertiser itself.

The Committee therefore recommends that advertisements used or placed in the future only use the term 'recommended price' if an official list of prices recommended by the producer of the advertised product exists and if the consumer is granted inspection of these lists, on request. (March, 1976)

h. Advertising for branches

The Advertising Code Committee recommends that companies and organisations that make use of several outlets for offering their products or services, take such measures that in the event advertisements are placed which refer to all outlets, the products or services in question are made fully available or deliverable at all these outlets, subject to specific and cited exceptions.

Explanation

The Advertising Code Committee regularly receives complaints concerning advertisements by companies making use of several outlets for their products or services where the offer in question

appears not to be or not to be fully available at one or more of the outlets. In some cases, this may be a matter of poor organisation, but it may also be caused by inadequately trained and accountable personnel at the location.

Although the Committee is usually prepared to accept that these advertisements were placed in good faith and understands the problems connected with setting up several outlets, the Committee believes that it should point out that the public can usually only check the content of an advertisement in one of the outlet points visited and naturally does not have to take into account any organisational aspects.

The Committee also deems it a matter of impermissible negligence, or to be misleading or another infringement of the code if the commendation of products or services in advertisements in one or more outlets of an organisation does not or does not fully comply with the conditions or only complies under different conditions.

Furthermore, the Committee holds the view that organisational problems or other aspects of alleged *force majeure* may not be invoked if these advertisements did not expressly exclude these outlets in the offer or the supply, as the case may be. (November 1977)

i. Pictures of the product offered

The Advertising Code Committee recommends that if a product offered in an advertisement is accompanied by a picture (which intends to illustrate the product in question), the picture should give an exact reproduction of the product as advertised in words (designation or description). It has become clear to the Committee that advertisements frequently contain pictures of products that do not or do not fully match the characteristics of the products in question. The Committee deems this conduct impermissible.

Invoking the non-availability of the appropriate picture, a misunderstanding or a failure of the advertising agency called in or the publisher is deemed unacceptable by the Committee. (April 1978)

j. Accommodation agencies

The Advertising Code Committee recommends that persons or organisations, acting professionally as an intermediary in the conclusion of housing tenancy agreements, mention their name and - if this is not yet part of the name - mention the words: "accommodation agency", "housing agency" or "rental housing agency" in their advertisements.

Explanation

The Advertising Code Committee regularly receives complaints about the fact that advertisements - whether or not described in detail - give the impression that a private person is offering or requesting accommodation when in fact it is an accommodation agency, offering or requesting living space for third parties. According to the Advertising Code Committee, such advertisements are contrary to the provisions of article 7 of the Dutch Advertising Code.

(February 1982)

k. Personnel advertisements (withdrawn)

l. Children's fireworks

Several advertisements in which fireworks, e.g. sparklers and snaps, are referred to as "Children's fireworks" or "Children's packages" have been submitted to the Advertising Code Committee.

In these advertisements these types of fireworks are described as "harmless", "safe for small children", "definitely harmless" or "may be held by small children".

However, it has become clear to the Advertising Code Committee, that many accidents happen while setting off these 'children's fireworks' and that the use of the word 'children's' and/or the statement that the fireworks may be safely lit by children, is the main reason why they are not handled with proper care.

The Committee therefore recommends that advertisers, including persons who provide texts advertising fireworks to advertisers, omit any indication or suggestion of safety or harmlessness and the Committee also asks them to consider making explicit mention in the recommendation or on the packaging material of this apparently safe firework, that special care is required when setting off the fireworks.

Some advertisements use the wording 'approved fireworks'. However, any suggestion regarding such approval will be omitted if an independent body has not inspected these fireworks.
(October 1985)