

**Case law****Case Details****National ID:** I-2429-39/2009**Member State:** Lithuania**Common Name:** link**Decision type:** Court decision, first degree**Decision date:** 09/11/2009**Court:** Vilnius Regional Administrative Court (Vilnius)**Subject:****Plaintiff:** UAB "Biosola"**Defendant:** State Consumer Rights Protection Authority**Keywords:** advertisement, black list, editorial content, misleading commercial practices**Directive Articles**Unfair Commercial Practices Directive, [Annex I, 11](#).**Headnote**

A magazine that looks like a typical commercial magazine but exclusively contains the trader's advertorial content, breaches Annex I-11 of the UCP Directive when it is not marked as an advertisement.

**Facts**

The plaintiff distributed its own magazine called "House of Nature", which was visually similar to typical commercial magazines, and contained articles on the plaintiff's products, answers to readers' questions mentioning plaintiff's products, as well as readers' positive feedback on the plaintiff's products.

The defendant conducted an investigation of this magazine and concluded that by its content and front cover it created the impression of ordinary publication providing public information, while actually advertising the plaintiff's products in various forms. The defendant noted that neither the front cover, nor the inner pages of the magazine exposed its advertorial nature, and that separate sections of the magazine was not marked as an "advertisement". For these reasons, the magazine was deemed to be a misleading commercial practice that breached Annex I-11 of the UCP Directive. The defendant imposed a fine of LTL 4.000 (about 1.143 EUR) for misleading commercial practices under the black list.

The plaintiff appealed the defendant's decision before the Vilnius Regional Administrative Court, arguing that the unfair commercial practice was not proved in the case

**Legal issue**

The court stated that the entirety of the information provided in the magazine showed that it advertised the plaintiff's products in various forms. The court also noted that neither the front cover nor the inner pages of the magazine exposed its advertorial nature, and that separate sections of the magazine were not marked by the word "advertisement". It was further noted that an average consumer could get the impression that it was a typical magazine that provides various objective opinions.

Therefore, it was concluded that such magazine breached Annex I-11 of the UCP Directive.

**Decision**

Does a magazine that looks like a typical commercial magazine but contains the trader's advertorial content and is not marked as an advertisement, breach Annex I-11 of the UCP Directive?

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**Result**

The plaintiff's appeal was dismissed. The defendant's decisions remained unchanged.