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LEGAL PROTECTION FOR CONSUMERS AGAINST MISLEADING ADVERTISEMENTS: A CASE STUDY OF MALAYSIAN CONSUMER PROTECTION ACT 1999; AND ITS LESSON TO JORDAN



DOCTOR OF PHILOSOPHY UNIVERSITI UTARA MALAYSIA 2020

LEGAL PROTECTION FOR CONSUMERS AGAINST MISLEADING ADVERTISEMENTS: A SPECIAL REFERENCE TO MALAYSIAN CONSUMER ACT 1999 AND ITS LESSON TO JORDAN



A Thesis Submitted to Ghazali Shafie Graduate School of Government in Fulfillment of the Requirement for the Degree of Doctor of Philosophy Universiti Utara Malaysia



Kolej Undang-Undang, Kerajaan dan Pengajian Antarabangsa (College of Law, Government and International Studies) UNIVERSITI UTARA MALAYSIA

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ABSTRAK

Perlindungan pengguna merujuk kepada undang-undang dan peraturan-peraturan kerajaan yang digubal untuk melindungi hak dan keselamatan pengguna. Salah satu tujuan undang-undang perlindungan pengguna adalah untuk melindungi pengguna dari iklan yang mengelirukan. Kajian ini tertumpu kepada isu perlindungan pengguna terhadap iklan yang mengelirukan berdasarkan undang-undang Jordan termasuk Draf Undang-Undang Perlindungan Pengguna Jordan 2013. Di samping itu, kajian ini juga meneliti undang-undang perlindungan pengguna terutamanya Akta Perlindungan Pengguna Malaysia 1999 dan undang-undang lain yang berkaitan dengan perlindungan pengguna. Antara objektif penyelidikan ini adalah untuk mengkaji undang-undang di Jordan dalam melindungi pengguna dari iklan yang mengelirukan dan untuk menganalisa perlindungan pengguna di Malaysia terutamanya Akta Perlindungan Pengguna 1999 dan undang-undang lain yang berkaitan untuk mengambil pengajaran dari undang-undang tersebut. Kajian ini menggunakan penyelidikan kualitatif yang terdiri daripada penyelidikan perpustakaan dan penyelidikan lapangan. Kaedah temu bual digunakan untuk memperolehi data daripada Ahli Parlimen, Persatuan Perlindungan Pengguna Jordan serta Pentadbiran Makanan dan Dadah di Jordan. Selain itu, kajian ini juga melibatkan tinjauan dalam talian untuk mendapatkan maklum balas daripada pengguna di Jordan. Analisis kandungan dijalankan ke atas laporan rasmi dan statut sebagai sumber utama yang disokong dengan sumber sekunder dari buku teks, penerbitan kerajaan, jurnal akademik, artikel akhbar dan sumber internet. Kajian ini mendapati bahawa undang-undang yang ada di Jordan tidak mencukupi untuk melindungi pengguna daripada iklan yang mengelirukan. Oleh itu, kajian ini mencadangkan kajian semula peruntukan Draf Undang-Undang Perlindungan Pengguna Jordan 2013 mengenai isu perlindungan pengguna terhadap iklan yang mengelirukan dan untuk mendapatkan petunjuk yang relevan dari undang-undang Malaysia mengenai perlindungan pengguna. Saranan-saranan ini perlu diambil serius oleh badan perundangan Jordan dalam menangani perlindungan pengguna secara umumnya dan secara khususnya isu iklan yang mengelirukan di Jordan.

.

Kata Kunci: Perlindungan Pengguna, Iklan Yang Mengelirukan, Undang-Undang Sivil Jordan 1976, Akta Perlindungan Pengguna 1999 Malaysia, Draf Undang-Undang Perlindungan Pengguna Jordan 2013

.

ABSTRACT

Consumer protection refers to laws and other forms of government regulation which are designed to protect the rights and safety of consumers. One of the purposes of consumer protection law is to protect consumers from misleading advertisements. This study focuses on the issue of consumer protection against misleading advertisement based on Jordanian legislation including the Draft Law of Jordan Consumer Protection 2013. In addition, this study also examine the consumer protection law in Malaysia especially the Consumer Protection Act 1999 and other relevant laws to consumer protect. Among the objectives of this research are to examine the legislation in Jordan in protecting consumers from misleading advertisements and to analyse the consumer protection law in Malaysia to learn important lessons from Malaysian legislation on consumer protection. This study employs qualitative research which consists of library research and field research. The interview method is used to generate data from Members of Parliament, Consumer Protection Association of Jordan and Food and Drug Administration in Jordan. It also involves online survey to get responses from consumers in Jordan. Content analysis is conducted on official reports and statute as primary sources supported with secondary sources in the textbooks, government publications, academic journals, articles from newspapers and internet sources. This study finds that the existing legislation in Jordan is insufficient to protect consumers against misleading advertisement in Jordan. Therefore, this study suggests a review of the provisions of the Draft Law of Jordan Consumer Protection 2013 and proposes recommendations regarding issues of the consumer protection against misleading advertisement in Jordan. These recommendations should be taken seriously by the Jordan legislature in addressing consumer protection generally and particularly misleading advertisements issue in Jordan.

Keywords: Consumer Protection, Misleading Advertisements, Jordan Civil Law 1976, Consumer Protection Act 1999 Malaysia, Draft Law of Jordan Consumer Protection 2013.

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To the spirit of my brother, the late Mohammed Jamal, may ALLAH Almighty place his soul in the paradise.

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DECLARATION

I hereby declare that this thesis is based on my original work except for quotations and citations which have been aptly acknowledged. I also declare that is has not been previously or concurrently submitted for any other degrees at Universiti Utara Malaysia or other institutions.



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LIST OF ABBREVIATIONS

CPA Consumer Protection Act 1999

CAP Consumers Association Penang

DSAPSA Direct Sales And Anti-Pyramid Scheme Act 1993

FOMCA Federation Of Malaysian Consumers Associations

FMB Financial Mediation Bureau

JCL Jordan Civil Law 1976

MACFEA Malaysian Consumer And Family Economics Association

PPIM Muslim Consumer Association Of Malaysia

NCCC National Consumer Complaints Center

NSCP National Society For Consumer Protection

JSMO Standards And Metrology Law 2000

JFDA The Jordan Food And Drug Administration Law 2003

ASA The Malaysian Code Of Advertising Practice

NCP The National Consumer Policy Of Malaysian

TCCM Tribunal For Consumer Claims Malaysia

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National Society for Consumer Protection.

Penal Code 1960

Standards and Metrology Law 2000.

The Jordan Food and Drug Administration Law 2003

Unfair Competition Law in Jordan 2000

Malaysian Law

Consumer Protection Act 1999 (CPA)

Contract Act 1950

Direct Sales and Anti-Pyramid Scheme Act 1993

Food Act 1983

Food Regulations 1985

Medicines (Advertisement and Sale) Act 1956

Sale of Good Act 1957

Trade Descriptions Act 2011

The Communications and Multimedia Act 1998

Indecent Advertisements Act 1953

Electronic Commerce Act 2006

Malaysian Guidelines

The Malaysian Code of Advertising Practice (ASA/2008).

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Industry Guidelines for the Advertisements of Slimming Products.

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Chwee Kin Keong and Others v Digilandmall.com Pte Ltd.2004. 2 SLR 594.

Puncak Niaga (M) Sdn Bhd v NZ Wheels Sdn. Bhd [2012] 1 MLJ 27.

CHAPTER ONE

INTRODUCTION

1.1 Background

In developing countries such as Jordan, consumer protection area for research is quite new, while the impetus and momentum towards consumers' protection's strictness via emergence of specific laws has established, but the journey is very premature. To ensure the level of effectiveness, this needs coordination, participations, and collaborations from all the stakeholders¹ together with the consumer. A vital role is played by the consumers as they must express or communicate their complaints or dissatisfaction before actions or remedies can be taken in place.² This involves the consumers to have knowhow about their rights, for instance, the complaints registered by a consumer, its procedures and appropriate actions against this complaint in accordance to the stipulated regulations. Moreover, occasionally the law also does not able to safeguard the consumers' rights against market exploitations.³

However, lack of consumer rights' knowledge and its unawareness as well as procedures for claim possibly distort the consumers' ability and capacity to safeguard themselves against clever traders. Thus, a thorough and proper investigation is

¹ Ishak, Suraiya, and Nur Faridah M. Zabil. "Impact of consumer awareness and knowledge to consumer effective behavior." "Asian Social Science 8, no. 13 (2012)": 108.

² Azrina, A., H. K. Hock, R. R. Muhammad, and S. A. Y. Sakina. "Quality and labeling of minerals in selected bottled mineral water." "In *International Conference on Consumer Law.* 2011".

³ Ishak, Suraiya, and Nur Faridah M. Zabil. "Impact of consumer awareness and knowledge to consumer effective behavior." "Asian Social Science 8, no. 13 (2012): 108".

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APPENDICES

Appendix 1: ENGLISH VERSION OF QUESTIONNAIRE

بسملل لرحمن لريم

Dear sir/madam

I am the researcher Ahmad Ibrahim Al-Sharu from Jordan and I am enrolled in the

PhD program in law specialization at University Utara Malaysia. The study requires a

questionnaire to protect consumers from misleading advertising in Jordan.

One of the research aspects is to protect consumers from misleading commercials since

Jordan does not have a special consumer protection law which is still under discussion

in the Jordanian parliament. For this reason and to achieve the research objectives, this

research requires information and data collection from the Parliament, the Food and

Drug Administration and the Consumer Protection Association in order to clarify these

points.

I therefore request your permission to allow me to collect this information either

through personal interviews or directly answering the attached questions. The personal

information of the interviewer is for the use of the university only. In case of your

request, I promise not to mention the name and personal information of the

interviewer.

Therefore, I request your permission to allow me to collect this information either

through personal interviews or directly answering the attached questions. The personal

information of the interviewer is for the use of the university only. In case of your

request, I assure that the name and personal information of the interviewer will not be

mentioned.

Best regards and thank you for your cooperation.

Researcher

Ahmad Ibrahim Al-Sharu

Ahmad Ibrahim Al-Sharu

Utara University in Malaysia

Ahmadshr85@yahoo.com

00962792937445

Research Questionnaire in the Ph.D. thesis entitled

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(Legal Protection for Consumers against Misleading Advertising)

Name of the interviewee:					
E-mail address:					
Phone Number:					
Date:					
Interview time: Place of the interview: Duration:	Iniversiti Utar	ra Ma	laysia		
Mentioning the name and poin the search?	ersonal information	Yes		No	

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The personal information of the interviewee is for the university use only, and I commit not to state the name and personal information in the study. Hence, I sign below.
Researcher
Ahmad Ibrahim Al-Sharu
Section 1: Information on the respondent
This section intimates inquiries about the respondent's background, qualifications,
training and expertise, and specializations.
1. What is your job?
Universiti Utara Malaysia
2. Since when do you work in this position?

(Please add a comment on the extent of your re	esponsibilities in the organization)

3. Would you like to tell me something about your job and responsibilities?

4. How did you gain your qualifications? Have you gained them through training or experience?		
5. What is the area of your interest?		
6. Regardless of your formal position, have you ever been a member of any professional society concerned in consumer protection?		
Section II: Opinions of experts		
This section is to gather experts' opinions based on their experiences on protecting		
consumers from misleading advertising.		
Universiti Utara Malaysia		
The aim is to discover to which extent consumers protected from misleading		
advertisements in light of the absence of a specific law in Jordan relating to consumers		
protection.		
1. Is legal protection available to consumers sufficient to protect consumers in Jordan?		

2. In your opinion, what is the reason for the Consumer Protection Draft of Law is uncertain, even though it was handed over to members of Parliament who are still members of the current Council?
3. In your opinion, do you think it is better for the government to set up a government
organization with rules and special regulations to protect the consumers and hear their
complaints about misleading advertising or any part of the disinformation to punish
the seller or supplier for their illegal work?
4. Are there any monitoring mechanisms to stop misleading advertising?
5. What does misleading advertising mean?

6 - Is it appropriate to add legal texts to identify the concept of disinformation through omission or silence to ensure the highest level of consumer protection of misleading advertisements?
7. The Draft Law 2013 does not identify information presented to the consumer before the completion of the deal. So, what information should it present?
8. What do you think if we have provisions that require the seller to disclose the price
including taxes, delivery fees and any other charges in their advertisements?

9. What is the complaint process required by the claimant (the consumer)?
10. Does the Draft Law 2013 meet the needs of consumer protection against misleading advertising related to food and medicine?
11. Is the Draft Law 2013 of Consumer Protection sufficient to protect the consumer from any misguided attempt or still need to be modified and add more strict penalties to the supplier and advertisers regarding price and disclosure?
Section 111: Interviews' Answers

Q 1. Is legal protection available to consumers sufficient to protect consumers in

Jordan?

Respondent 1: think that the available legal protection is good somehow, but we are pushing ourselves to the limits to keep pace with the development in various fields.

Respondent 2: thinks that the available consumer protection in Jordan is not sufficient.

Respondent 3: believes that the available consumer protection in Jordan is neither sufficient nor enough.

Respondent 4: considers the available consumer protection in Jordan is not nor enough.

Respondent 5: Argues that there is no direct consumer protection except some of those related to civil law.

Respondent 6: believed the available legal protection is not enough to protect the consumers in Jordan. Moreover, this Respondent suggested that there should be legislations to protect the consumers in Jordan.

Respondent 7: believes that the available protection for the consumers is not sufficient. Products are sold in a way that does not help the consumers. The consumers are usually deluded by media.

Respondent 8: believes that the legal protection available to consumers is not sufficient. A whole section in the official media must be allocated for consumer protection. This is done by specialists and observers.

Respondent 9: believes that the available consumer protection is not sufficient. For this reason, there is a Draft Law 2013 presenting on the legal Committee in Parliament. Respondent 10: thinks that the available legal protection is not enough to protect the consumers.

Respondent 11: believes that the available consumer protection is not sufficient; it does not guarantee the consumer protection in Jordan. It needs a special law for the consumer so that the consumer can ask for his/her rights.

Respondent 12: believes that the available consumer protection in Jordan is not sufficient.

Respondent 13: assures that the protection available for consumers in Jordan is not adequate.

Respondent 14: believes that the available consumer protection is not sufficient and needs more amendments.

Respondent 15: believes that the available consumer protection is not sufficient.

Q 2. In your opinion, what is the reason for the Consumer Protection Draft of Law is uncertain, even though it was handed over to members of Parliament who are still members of the current Council?

Respondent 1: informed us that the owners of the capital can control the legislative aspects. Moreover, some of the parliament members are unable to understand the law completely. That's why the Draft Law 2013 law is still not confirmed since 2006, though the first draft has been delivered to the parliament members who are still member in the current one.

Respondent 2: assures that the argues that the reason the Draft Law 2013 of consumer protection is still not confirmed since 2006, is that the law is not clear enough, and provisions of the draft is insufficient. has not been submitted to the parliament yet since the stakeholders prevent this; the government delay because they get benefit from those stakeholders.

Respondent 3: said that "since the Draft Law 2013 is neither clear nor precise, it is still not introduced to the parliament to be approved". And, believes that the legislators do not consider this draft as a genuine or important law.

Respondent 4: said that "The Draft Law 2013 of the consumer protection law has not been approved since it faces opponents from the stakeholders although it doesn't meet the least requirements of the consumer to be protected".

Respondent 5: about the reason behind keeping the draft of the consumer protection law without submitting it to the bodies in question. He was not sure, but he said it might be because the legislators in the government consider it useless.

Respondent 6: believes that this will work out the next few months.

Respondent 7: confesses that the Draft Law 2013 of consumers' protection is being discussed by the legislative committee and will be conveyed to the parliament for approval and / or any amendment to the draft law.

Respondent 8: believes that the members of the parliament should use their authority to let the draft of the consumer protection law be approved.

Respondent 9: said "the argues that the reason the Draft Law 2013 of consumer protection is still not confirmed since 2006, while the first Draft Law has been delivered to the parliament members who are still member in the current one, is that the law is not clear enough, and provisions of the draft is insufficient. of the consumer protection is now set before the legal committee of the parliament".

Respondent 10: argues that the reason the Draft Law 2013 of consumer protection is still not confirmed since 2006, while the first Draft Law has been delivered to the parliament members who are still member in the current one, is that the law is not clear enough, and provisions of the draft is insufficient.

Respondent 11: assured that the Draft Law 2013 of consumer protection has not yet introduced to the bodies in question because it lacks the law for protecting consumers. It does not meet the requirements of the consumers.

Respondent 12: was not sure about the Draft Law 2013 concerned with consumer protection. And he thinks the reason it hasn't been considered yet is that there are some stakeholders who benefit from this delay. As well as the Draft Law 2013 does not meet the requirements of the consumers.

Respondent 13: was not confident about the Draft Law 2013 concerned with consumer protection. He thinks that the impulse behind neglecting the Draft Law 2013 is that there are some stakeholders who derive benefit from this delay.

Respondent 14: does not know the exact reason for the delay. But He think the draft is faltering as a result of the non-approval of the law by the concerned authorities.

Respondent 15: does not know the exact reason for the delay. She thinks that the approval of the laws in Jordan needs a long time or does not get approval.

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Q 3. In your opinion, do you think it is better for the government to set up a government organization with rules and special regulations to protect the consumers and hear their complaints about misleading advertising or any part of the disinformation to punish the seller or supplier for their illegal work?

Respondent 1: assured the building an independent governmental body will help the consumer, defend them, and listen to their complaints.

Respondent 2: believes that it is better for the government to create a governmental authority with special rules and systems to defend the consumers and listen to their complaints towards the misleading advertisement or any part of misleading.

Respondent 3: Assures at the importance of creating a governmental authority with special rules and systems to defend the consumers and listen to their complaints towards misleading advertisement or any part of misleading to punish the advertisers or suppliers for their illegal act. Respondent 4: Assures that there should be an independent professional commission, or ministry, interested in protecting the consumers.

Respondent 5: thinks that it is better for the government to create a governmental authority with special rules and systems to defend the consumers and hear their complaints towards misleading advertisement or any part of misleading to punish the advertisers or supplier for their illegal act.

Respondent 6: "thinks that it is a good choice if the government tries to constitute a governmental body to protect and defend the consumer from the deceptive advertising."

Respondent 7: thinks that it is a need for the government to have a governmental authority, such as the municipalities, the communal counsels, or The Ministry of Industry or the Ministry of Environment. With special rules and systems to defend the consumers and listen to their complaints towards misleading advertisements.

Respondent 8: thinks that the department of consumer protection in the Ministry of Industry and Commerce can fulfill this protection if provided with the specialists.

Respondent 9: "thinks that it is a good choice if the government tries to constitute a governmental body to protect and defend the consumer from the deceptive advertising."

Respondent 10: believes that it is better for the government to create a governmental authority with special rules and system to defend the consumer and listen to his complaints towards misleading advertisement or any part of misleading, and to punish the advertisers and the suppliers for their illegal act.

Respondent 11: believes that the solution is to create a governmental authority with special systems and rules to save the consumer and listen to his complaints towards misleading advertisement or any part of misleading. "This is what some countries follow", he added.

Respondent 12: added, it would be of great help to the consumers if the government constructs a governmental organization, with special rules and regulations, to protect the consumers from misleading advertising.

Respondent 13: added, it would be of important assistance to the consumers if the government constructs a governmental organization, with special rules and regulations, to protect the consumers from misleading advertising.

Respondent 14: added, it would be of important assistance to the consumers if the government constructs a governmental organization, with special rules and regulations, to protect the consumers from misleading advertising.

Respondent 15: included, it would be of essential help to the purchasers if the administration builds a legislative association, with principles and directions, to shield the customers from misdirecting publicizing.

Q 4. Are there any monitoring mechanisms to stop misleading advertising?

Respondent 1: proclaimed that the monitoring devices available are not enough to prevent misleading advertisement.

Respondent 2: assures that there are no monitoring devices to prevent misleading advertisement.

Respondent 3: assures there are no monitoring bodies that prohibit the deceptive advertising. Respondent 4 and the Respondent 5: beloved that there are no monitoring bodies that aim to stop any deceptive advertising.

Respondent 6: assure that there are no monitoring bodies available to protect the consumers.

Respondent 7: confirmed that "there is no actual monitoring committee responsible for such deceptive advertising. In his opinion, the deceptive advertising is the useless one or even a harmful one it can be.

Respondent 8: thinks that there should be justice regarding monitoring the traders to protect the consumer. They have to have more authorities to control production.

Respondent 9, and Respondent 10: assure that there are no monitoring bodies available to protect the consumers.

Respondent 11, Respondent 13, and Respondent 15 says that there are no monitoring bodies to stop the misleading advertising.

Respondent 12 proceeded said that "I think one of the organizations that monitor the misleading advertising is the administration of food and drug".

Respondent 14: he said that there is an Audible Civil Media Commission in Jordan. These institutions may monitor some of the procedures and legislations to stop misleading advertising. But he added that these measures and legislation are not enough.

Q 5. What does misleading advertising mean?

Respondent 1: said that most of the advertising programs mislead the consumer through the deceptive media.

Respondent 2: defines the misleading advertisement as exploiting the consumers to get the most benefit from them.

Respondent 3: views the deceptive advertising as any endeavor aimed to deceive the consumer through certain products.

Respondent 4: defines the deceptive advertising as any advertisement that does not tell the truth about the product, as deceptive; whether the deceptive information were related to prices, quality, quantity, or even taxes.

Respondent 5: identifies the deceptive advertising as telling fake information about the product.

Respondent 6: defines the deceptive advertising as any advertisement that does not tell the truth about the product, as deceptive; whether the deceptive information were related to prices, quality, and quantity.

Respondent 7: believes that misleading advertising when the goods are useless and does not benefit the consumer and that harm the consumer.

Respondent 8: thinks that the deceptive advertising is actually having the consumer to buy a product; the product information is not true and misleads the consumer.

Respondent 9: thinks that the consumer can be fooled in many different ways. In addition, Respondent 10: considered any business deceives the consumer.

Respondent 11: defines Misleading Advertisements as putting paintings, shapes and prices is different from good that entice the consumers and deceives them.

Respondent 12: specified the misleading advertising as giving wrong details about the product being advertised. Giving such positive, but fake, description may deceive the consumer.

Respondent 13: defined the misleading advertising as giving incorrect details about the product being advertised. Giving such positive, but deceitful, description may deceive the consumer.

Respondent 14: defined the misleading advertising as giving incorrect details, "such as prices, its use, or its quality", about the product being advertised.

Respondent 15: characterized the deceptive promoting as giving off base points of interest, "for example, costs, its utilization, or its quality", about the item being publicized.

Q 6 - Is it appropriate to add legal texts to identify the concept of disinformation through omission or silence to ensure the highest level of consumer protection of misleading advertisements?

Respondent 1: recommended the legal protection in Jordan must to add legal provisions in the Draft Law 2013 to insure the highest consumer protection from misleading advertisements. He added that this would be much better especially with the processes of trade through the social media.

Respondent 2: assures that there should be a council to accept or refuse the advertisements according to certain law bodies added to the law to clarify the concept of deceptive advertising.

Respondent 3: thinks that the solution for this problem is to add legal concepts that aim to clarify any misleading projects and to insure the highest protection for the consumer from misleading advertisements.

Respondent 4: said that "some more legal scripts that clarify the meaning of deception, and how consumers may get deceived, have to be included to the Draft Law 2013".

Respondent 5: said that the Draft law 2013 need to add more provisions related of omission and silence for consumer protection".

Respondent 6 and the Respondent 7: assured that there is no doubt it is important to have such provisions to protect the consumers.

Respondent 8: applying the law is the only way to monitor deception, that is by expanding the definition of misleading".

Respondent 9: believes it is more appropriate to add legal provisions to determine the concept of misleading through omission to insure the highest protection for the consumer from misleading advertisements.

Respondent 10: said that "More pieces of the law regarding the provided information to the consumer should be added.

Respondent 11: Is it more appropriate to add legal provisions to determine the concept of misleading through omission or reticent to insure the highest protection for the consumer from misleading advertisements.

Respondent 12 and Respondent 13 said "it is urgent to add legal scripts to figure out the real meaning of misleading, and thus protecting the consumers".

Respondent 14: gave the possibility to such legal provisions to determine the concept of misleading. Respondent 15: assured that it is more appropriate to add legal provisions to determine the concept of misleading.

Q 7. The Draft Law 2013 does not identify information presented to the consumer before the completion of the deal. So, what information should it present?

Respondent 1: suggested that the Consumer Protection Association should be independent to be able to apply the law.

Respondent 2: assured that all the information should be clear, true, and justified. All the men in question should be punished. The consumer should find an easy way to complain.

Respondent 3: considers viewing all the required information to the consumers before and after the deal is really significant to protect the consumers.

Respondent 4: said that "The consumer should know everything about the service produced, and they have to know their duties".

Respondent 5: believes that the consumers should be aware of the quality of the product according to measures and standards.

Respondent 6: considers Draft Law 2013 of consumer protection is not clear regarding protecting the consumers. Therefore, the consumer should know all the information about the product before and after the deal.

Respondent 7: added that all the information, before and after the deal is significant to protect the consumer. In addition, the persons concerned should not interfere to sales promotions. He claims that some products are harmful and may cause cancer and should be monitored by both the food and drug administration and by Jordan Institution for Standards and Metrology.

Respondent 8: says there must be a voucher that shows all product items and be part of the deal. It should be protected by law.

Respondent 9, and Respondent 10: considers the Draft Law 2013 of consumer protection is not clear regarding protecting the consumers. Therefore, the consumer should know all the information about the product before and after the deal.

Respondent 11: that the information to be available for the consumer is summarized as follows: Quality, prices, and the side effects of the product especially upon the health of the kids.

Respondent 12: said "should be revealed before and after the deal. Thereafter, such information should be available to help protect the consumer. This information may also include the country of the product, date of production, and the expiration date, and the main use of the product".

Respondent 13: said that "to be more intelligible, the Draft Law 2013 is not clear. It does not tell the information that should be revealed before and after the deal. Thus, such facts should be available to help protect the consumer."

Respondent 14: added, the Draft Law 2013 is not prominent. It does not inform what should be revealed before and after the deal. He said "such factsheets must be available to assist the consumer".

Respondent 15: said that "to be more comprehensible, the Draft Law 2013 has got true and precise information about the consumed products in terms of prices, quality and the information provided which match the international standards.

Q 8. What do you think if we have provisions that require the seller to disclose the price including taxes, delivery fees and any other charges in their advertisements?

Respondent 1: thinks that cost transparency will help much the consumers. However, bargainers do not like to reveal the real cost or the paid taxes.

Respondent 2: said that all traders are decision makers in the Ministry of Industry and Commerce, also, believes that most sellers won't show the real/actual prices of the goods they sell.

Respondent 3: said that "if we have the provisions which oblige seller to disclose the price including the taxes, the delivering fees and any other charges in their advertisement, we will get the highest efficient way to protect the consumers".

Respondent 4: thinks that if we have the rules that have the seller to show the real prices including the taxes and any other fees, consumers will be highly protected against any endeavor to get them deceived.

Respondent 5: assures that the real price of the product should be mentioned clearly with the taxes and fees.

Respondent 6: believes that the seller should reveal the price including the taxes and any other charges in their advertisement.

Respondent 7: thinks that the seller must show the price including the taxes and any other charges in their advertisement. He also believes that this should be monitored by the competent authorities. Fruit and vegetables shops, for example, should show up the price. Otherwise, they would be punished.

Respondent 8: believes that the seller should reveal the price including the taxes and any other charges in their advertisement.

Respondent 9: said "consumers should know the real or actual price that must be paid, He supported that's." Respondent 10: opinion, if we have the provisions which oblige the seller to disclose the price including the taxes, fees and any other charges in their advertisement, consumers will not be deceived and more.

Respondent 11: "consumers should know the real or actual price, when they come to purchase a product, including the taxes that must be paid... This would help not to deceive the consumers." Respondent 12: said "consumers should know the real or actual price that must be paid, He supported that's."

Respondent 13: believes if we have the provisions which enforce sellers to disclose the price including the taxes, fees and any other charges in their advertisement, we will get higher percentage of consumer protection.

Respondent 14: thinks if we have the provisions which oblige sellers to disclose the price including the taxes, fees and any other charges in their advertisement, we will get higher percentage of consumer protection from any fraud. In addition, He supported that's."

Respondent 15: supposes in the event that if we have the arrangements which oblige dealers to unveil the cost including the duties, expenses and some other charges, we will get higher rate of customer assurance.

Q 9. What is the complaint process required by the claimant (the consumer)?

Respondent 1: suggested that there should be a practical way to help the consumers complain about certain products. This way should also compensate them if the Bargainers commit mistakes through the persuasive advertising. In addition, the Respondent said "The first thing, the must be laws capable of justice the consumer and deterring the merchant from misleading advertising".

Respondent 2: assures that there is no clear way to help the consumer complain about certain deceptive products.

Respondent 3: the commercial fraud is the complaint's name for such misleading advertising.

Respondent 4: thinks by the absence of the consumer protection law, consumers may refer to the judgment.

Respondent 5: informed us that according to the JCL 1976, the consumer should be able to return the product if it did not match the description of the product viewed in the advertisement.

Respondent 6: thinks there should be a competent court that the consumer may go to in order to get compensations for the loss caused by the deceptive advertising.

Respondent 7: said "This can be organized in the cooperation with the Ministry of Industry and Commerce. In addition to this, issues can be raised to the courts to get compensated for the harm caused to the consumers as a result of promoting a harmful product".

Respondent 8: also believes bringing the suit of fraud and demands with a compensation of Material and moral damage.

Respondent 9: thinks that the consumer can complain regarding any deceptive advertising to the specialized bodies of the government.

Respondent 10: believes that the process to complain should be formal and adjudicative to compensation for the hurt or the disadvantage caused by the misleading advertisement.

The Respondent 11: assures that there are no formal/governmental places where consumers can go to complain once they get deceived by the misleading advertising

and when they find that the product does not meet the least of what had been shown via their ads.

Respondent 12: thought that such process of complaints is not available at present.

Respondent 13: suggested that there must be a competent court to consider such complaints as fraud and deception.

Respondent 14: told us that such process of complaints is not available at present, but it can be processed and taken into consideration through the suggested legislation under the Draft Law 2013 which does not deal this issues.

Respondent 15: confirmed that's "the process of proceedings is complicated and expensive, due of relying on general rules in the Civil Code because of the lack of legislation. Which must be avoided even procedures become procedures are quick and simple".

Q 10. Does the Draft Law 2013 meet the needs of consumer protection against misleading advertising related to food and medicine?

Respondent 1: claimed that the legislator's Draft Law 2013 does not fulfill all the consumer's protection needs against the misleading advertisements related to food and drug.

Respondent 2: "that what they have in the Draft Law 2013 do not meet the requirements of the consumers to protect themselves".

Respondent 3: assures that the Draft Law 2013 of the consumer protection is neither sufficient nor enough to protect the consumer from the deceptive advertising related to foods and drugs.

Respondent 4: thinks that the Draft Law 2013 of consumer protection is not sufficient and do not meet the requirements of the consumers.

Respondent 5: assured that what appeared in the Draft Law 2013 of consumer protection law do not really protect the consumer from misleading advertisements.

Respondent 6: believes that the legislator's Draft Law 2013 does not meet all the consumer's protection needs against the misleading advertisements which are related to food and drug.

Respondent 7: believes that the legislator's Draft Law 2013 does not meet all the consumer's protection needs against the misleading advertisements which are related to food and drug.

Respondent 8: that it should be modified so that more drastic punishment can be applied.

Respondent 9: think that the stated in the Draft Law 2013 not enough.

Respondent 10: assumes that what is stated in legislator's Draft Law 2013 do not fulfill all the consumer's protection needs against the misleading advertisements related to food and drug.

Respondent 11: believes that the legislator's draft does not meet all the consumer's protection needs about the misleading advertisements which are related to food and drug.

Respondent 12: believe that the legislator's Draft Law 2013 does not meet all the consumer's protection necessities about the misleading advertisements related to food and drug.

Respondent 13: thinks that the legislator's Draft Law 2013 does not meet all the consumer's protection needs about the misleading advertisements related to food and drug.

Respondent 14 and Respondent 15: believe that the legislator's Draft Law 2013 does not meet all the consumer's protection necessities about the misleading advertisements related to food and drug. In addition, they think the Draft Law 2013 does not meet properly with regard to issues drug and food. They hope to put the appropriate.

Q 11. Is the Draft Law 2013 of Consumer Protection sufficient to protect the consumer from any misguided attempt or still need to be modified and add stricter penalties to the supplier and advertisers regarding price and disclosure?

Respondent 1 and Respondent 2: believe that the 2013 Draft Law 2013 of consumer protection law is not sufficient enough to protect the consumer from any misleading act or still need to be modified and add more tough punishments on the supplier and advertisers such as price and disclosure.

Respondent 3: the Draft Law 2013 of consumer protection needs more modifications and even additions to be able to sufficiently protect the consumers from the deceptive advertising.

Respondent 4: concluded his speech by telling that the Draft Law 2013 requires lots of modifications and even changing many of its parts. This might be done through an independent department concerned with consumer protection.

Respondent 5: believe that the Draft Law 2013 of consumer protection law is not sufficient enough to protect the consumer from any misleading act or still need to be modified and add more tough punishments on the supplier and advertisers such as price and disclosure.

The Respondent 6: "assures that the Draft Law 2013 of consumers' protection is not really sufficient and needs major modifications and need to add legal provisions.

Respondent 7: thinks that Draft Law 2013 of consumer protection is not sufficient alone; there should be self- censorship, ethics, and we should return to apply our Islamic teachings.

Respondent 8: assures that the Draft Law 2013 of consumers' protection is not sufficient and needs major modifications and adjustments with more genuine punishment.

Respondent 9: can see that after some major modifications, the Draft Law 2013 of consumer protection law will be sufficient enough to protect the consumer from any misleading act.

Respondent 10: assures that the Draft Law 2013 of consumers' protection is not sufficient and needs major modifications and adjustments with more genuine punishment.

Respondent 11:" Ensure that the Draft Law 2013 of consumers' protection is not sufficient and Need to formulate legal articles with regard of misleading. In addition to the imposition of deterrent penalties and impose significant financial penalties, when misleading the price of the product or Surcharges.

Respondent 12: assures that the Draft Law 2013 of consumers' protection is not sufficient and needs major modifications and adjustments with more genuine punishment.

Respondent 13: assures that the Draft Law 2013 for consumers' protection is not sufficient and needs major modifications and adjustments with more genuine punishment, to stop suppliers from manipulating prices.

Respondent 14 and 15: assures that the Draft Law 2013 of consumers' protection is not sufficient and needs major modifications and adjustments with more genuine punishment.

بسم الله الرحمن الرحيم

السال عليكم ورحوة بركات هوعد ،

أن الهاحث أحمد البرافيم محمد الشرع من ألردن ولتحقف بيرن امج المنتورافي تخصص في انونفي جامعة وات الهي في المنوني المنون

بناء في المكنان يل المسمول عن المسمول المسمول المسمول المعلوم المعلوم

الثخصية الصاحب لقبلاة وإلى ستخدام الجامع ققط في حال طها كفاني تأعهد الشخصية الصاحب لقبلاة.

شكراً لكم حنت عاونكم.

لهاحت

أحمدابرا فيم الشرع

أحمد لشرع



Ahmadshr85@yahoo.com

00962792937445

بليتبيان حولبحشفي رس لقك توربة عنوان لرحملية لقانوني والمستاه المين ضد العالن ات المضلله

اسم صاحب لقمابلة:

بلريد إلكتروني:

ناهات في الله

بناريخ:



مكان لقمابلة:

لمدة:

ر) () لكر إلى م والم في ومات الشرخري في في حث نعم ال

<u>تعهد إ**ل**تزام:</u>

إن المغيومات الشخري ظهراحب القبالية هي إليت خدام الجامع ققط وللع مستع مداً كام المع والشخري ظهر السلام والمع والمع

أحمدابرا فيم لشرع

قسم الول: مغيومات عنالمبحوث

سريق دم هذاالقسم لمؤلة عامة بقط في قلخ في قال به حوث و مؤه الته مم والت دريات والم والت دريات والم والت دريات التحص المربقة مم والت و درجات التحص المربقة م والت و درجات التحص المربقة و التحص التح

1- ما هي وظيمتك ؟

2- فهذ نتهى ول تستعمل فسي هذه للوظفية ؟

3- ه التارغب أنت خرن ع شريها عن و خيت ك و مرة و العيد ك ؟
)مريفض لك لحن في المريض على المريض ال
4-كيف اكتسب مؤالتك ؟ ول اكتسب والمالت ديب المال في رة ؟
5- ما هو مجال لقامامك ؟

6 بغض الن ظرعن عملك للرسمي، ولس قلك ولئن عضوف ي أي من ال يهات
الم وي ألخرى التي يتن طوي على مرطأل حملية للم تعليك ؟
<u> في سالم شركي : اراء لخبراء</u>
هذا القسم مول عرفة رأي ال بخرام العام على بخريلهم وتجاب مم عن حملية
ال من العالى
ال ددف هو الخنشاف مدى لل حملية القرل هري إلى الم من ال العالى التحال خلى النال عنى الله من العالى المنال الله عنها ال
ضوء عدم وجودق الون خاصفي الردن هي العرب علية ال من الهين .
 1- مال حلية القرارة في هال ما المجامل المعامل ال

ك العضاء من العضاء	2 <i>فيراي</i> ك ما مربب شروعقالون حاية المرهت ملكغير مؤ
	بولمان الذين الهذالون اعض الحبي الحلسال اللي ؟
UTARA	
يه معقواعد ول مظمه خصالی لغ	و في الله على الله عن الله الله الله الله الله الله الله الل
مال من المنابي المن المنابع الم	عن المس تعل كويس معلش كو اهمن حو العال الهمض ل أو أي جزء
	مور لى عمل ممغير المرسوع ؟ Universiti Utara M

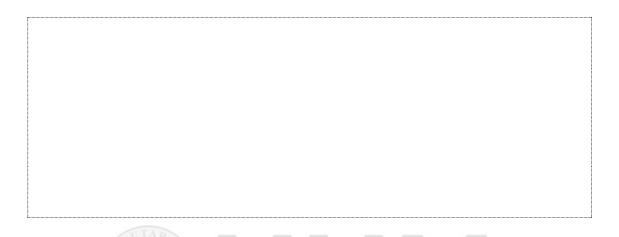
4 مل فاك اي اجهزةر صدله ع العالل مضلل ؟
e hali timbeli sani 5
5- مليت عبوف ي الوق هن لي العالن ؟
6- مل من الرنس ب اضرف قصوص قران في العند في موالهنت الي العند ال العند ا
مضمان الح <i>لى من وىل حلي قالمس تعالك من العالن القمض</i> ل ه ؟
بضمان على ههتو على حلمي قالمين شفالك من العالن التهمضال ه ؟

	شروعالقىلون 2013صامت م فىقە للىمتلىي ما ەيالىجلوماتال
ر لجال رات مم ؟	
و المالت م ؟	
المالية على المالية ال	
و المالت م ؟	- ما هورأيك اذاكان إعيين األحك
HOM WE SEE UT A FE	ل لوت سليه اي قرسوم أخريف
	Malaysia

الت بجيض عن الذي للذي يسوب العالل مضلك؟ 10- هل ما ورفي شروعالقال و العالى النجياجات حلمي الله العالن التهمضال ه المتعلقيهالغذاءوالدواء ؟ Universiti Utara Malaysia

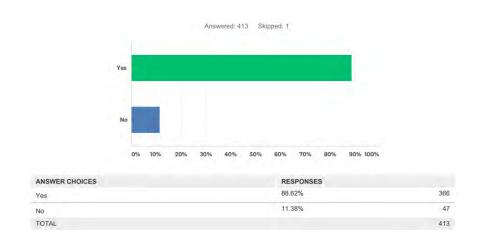
9- ما هيعملية الشكوى التي يهيل زيماباعها مقبل المدعي) المستعلك (والحسول على

11- هل شروع 2013قرلون حلي قالمسته لك الماك الماك من أي عمله ضل المال ال

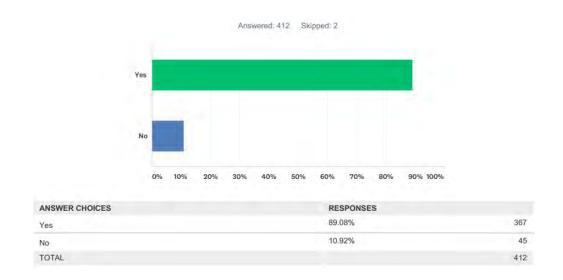


Appendix 3: SURVEY STATISTICS University Utara Malaysia

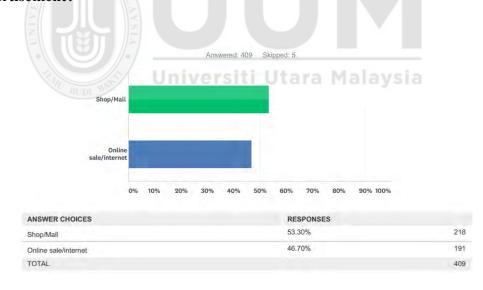
Analysis of Q1: Have you faced any problem with advertisement in Jordan?



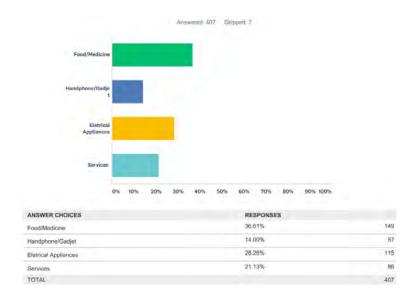
Analysis of Q2: Have you bought something which was different from the advertisement?



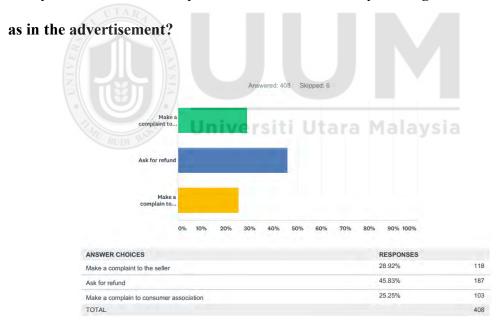
Analysis of Q3: Where did you buy the item which was different from the advertisement?



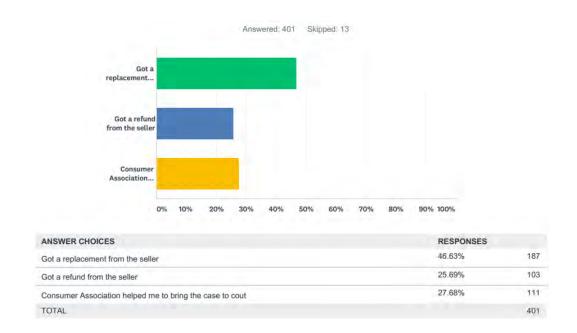
Analysis of Q4: what was the product that you bought?



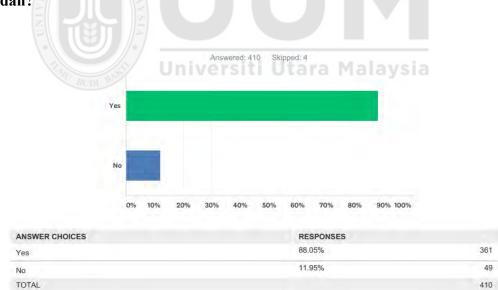
Analysis of Q5: What was your action when the item you bought was not the same



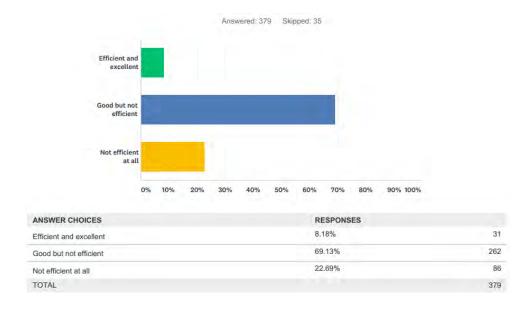
Analysis of Q6: What was the result of your action?



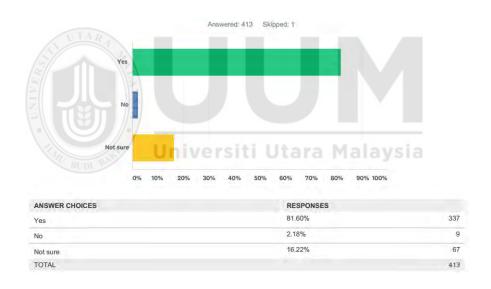
Analysis of questions 7 and 8: Do you know about consumer association in Jordan?



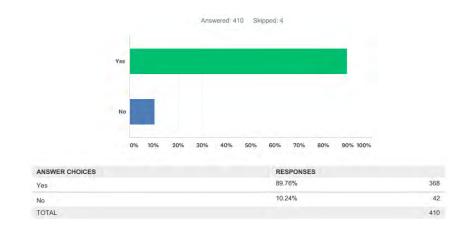
If yes, what do you think about consumers association in Jordan?



Analysis of Q9: Do you like to have consumer/tribunal court in Jordan?



Analysis of Q10: Have you found a sale advertisement which hide the tax?



Appendix 4: The Draft Law of Consumer Protection 2013 (Arabic Version)

Universiti Utara Malaysia

شروع قالون رقم) (لسانة 2013

قىلون حلجية السهت لىك

المادة 1يسمى هذا القالون قالون حلية المستعلك) لعرنة 2013ويعمل بعث القاليوني وما من توايخ رض في الجيدة للمسميه.

المادة في كول الكالم التالك ي الحيث من القان و القان و القان و المعنى المختصص الله عن المناه مال مت دل القرين المختور ذلك :

الوزارة: وزارة لهن ناعة لولتجارة.

الوزير: وزير المناعة

والتجاره .

الحلس: حلس حلية السهائة المرشل بنقضى الحام فا القالون. المعيرية: الوحنقر الظيمية المعصمة بحلية السسمائفي الوزارة.

ال ج عية جم عية حامي قالمست الكلم شأة فيق الحك الهستشيع المودة الحكام وهذا العلم المستشيع المستشيع القال ون.

المستملك الشخص البطيعي او التعبري الذي يحصل على او خدمة بولب او دون والسيستملك المنطق المنطق

القوى غير المحرزة الطلاقوب العرب المحرزة الطلاقوب العرب الع

الخدمة الخدمات تجاعات عيق دمه اعشض للسهنك بمنه يذلك فلجور الموال المقولة.

المزود: الشخص المعلى عي او التعباري من القطاع العام او الخاصيم ارسباسم و اول حراب الغير رش الحيات المناوي العبي العرب العبي ا

الهاعلن: المرزودالذي وعلى عن الله عن الهاعلى عن الله عنها ويروج لهافس و الوبوس اطة غير و اولبوت خدام الهاعلن: المرزودالذي وسيل قد من وراوئل الدعية او العالن.

الماده 3 - أ ليل متهاك الحقفي:

2 لل حصول بصورة واضحة على الم في ويم الكاملة والصحيحة على السلاعة والديمة التي يشتوي ها وشرو الحديمة الدي يشتوي ها وشرو الحديم لها.

3 لل حصول على على هلوه ك كامل ةوواض حق التسماع ملية الشراء عرال لتزامك التي توتب في المرود و هي والمروف ي مواجه المستعلك.

4- جين اختيرا لمل لعة و الخدم القتي يورغبفي شروائه ا دون ضغط اوتقي يدغي مبرر.

5 الحصول على على المناس المعالى العقول الخدمة المناصطلال الله المناصرة العص مباهميات الشراء.

6-الم خلطة على المنهم الدينية والعادات والتل يه احترامك رامة المنها الدينية والعادات والتل يه المنها المنها

7-ال يجة الكام في اللجوء للي الي ضاء في ضاير الحي ش في ن مبوين المزود.

8 للحصول على ال علومات الشامل قلوط حيحة عن المزود وعوانه.

بي حظرعلى المورد القيام الي على المتناعي في الى الخالل العالى حق من قوق الرام الله المحاك بمورد القيام الله المناطق ال

جلىلوزير اصالات على ملك الى الناز مقلفينيذ الحكام هذا المادة.

الم اده 4- أ - على المورال تحقق من الجودة الهاعلى عرف السابع او الخدمات التهييت عامل به ا وطلاح ي ت الله س ت عمال ألى الس ت ه ال ك في قال لم العبت له.

ب-على المورالى تقى من مطبقالة سلى عاوال خدمات التي تعامل بطل لخصاله على عنه المورالى تقى من مطبقالة سلى عامل من عنه المورد و من مطبقالة المن عنه المنافع و المنافع ال

ج -على المور متلى يمل ل عقال محتمل ك اوتقى مال خدم قل ه خال المدافى مف قعل ي ه ا او خال المدة المحتاة لذلك دون بأخير.

ب-على المزوه تأمين قطال غير الالنوة للسلع التي يتطلب يطعت ما ذك الل تق م انمق متم انمق متم تأمين له سواء كان ذلك قبالب لي فيد ع النهاك او دون قبال.

جست حدد ملاقى تزلم المرزوب تملين خدمات المبعلى بيع اوق علال غيوا لك السلاعة او خدم قبموجب تعلى مانتي صدر والله يورل و در المنتقبين المرزود المنتقبين المرزود المنتقبين المرزود المنتقبين المرزود المنتقبين المراجع ال

2- الما لي المرود من ارجاع المالعة لظمو العيب عسلت المك السي الموت المرود بالفي عمل المرود بالفي عمل المراك مبل على عادات عمة المورد.

ب-1 لجيتزم المزوفي حال الطنت الخدم قيم عق او كان تهدي عام هج باعادهمن مبناء على طلب الميت ملك اذاليم المين المكان رجوع المزود عن تقيم الله عن المحدمة المحدمة المكان والمحدمة المكان والمكان والمكان

2- اذا ظهرال عيبفي ال خدمة الصعبة الفي عهديع هابعتاقي السوسة لك المهمور المحاملي النورد المرود المرود المرود المرود الفي مال المرود الفي المرود المرود الفي المرود المر

ج-على الرغم مما ورفي اله قانوي »أ« و »ب« من هذه المادة لمل مزودوب مولقة السهت الله الخلية الربي صوب الخلل الذي ادى الى عيب في المل عقول الناس ا

دىت حدد مدة س يال تزامال مزودال نوص و صعلي في مذه الماد فى كسل عق او خدمة فوق البطيحت ه الماد و حدمة في البطيعت ه الماد و حدمة الماد و من الماد و حدمة الماد و من ال

الماده 7-بله عبتبو الله عق او الخدمة عجب عبي اي في الحالت اللهية:

1- عدمت والمرت طلب ات الس المهقي مل غلي الله است عم ال العادي او المتوقع له ا.

- 2- عدم مطفعتا لملقواع النهية الللزملية المطديقة.
- 3- عدم مافيعتا لمالخصله الهاعلان عن الوعدم عدم تقحيقا لمنابعته المصرح بالمالي عن المعالي عن المعالي
- 4- عدمت قى قس سوي يات الداء او الجودة المصرحب المي المن عقد او الخدمة او وجود خلل او رق صف ي الداء او الحريت المن المن تعمل المن عمل المن

بعي عبتبر على شبيع المن لعة و الخدمة عيب اي من الحالت اللكية:

1- عسم ال يمال عن الورت و المال عن المال عن المال المالة معتادة المال عنه المال المالة معتادة المال عنه المالة معتادة المال عنه المالة معتادة المال عنه المالة المالة معتادة المال عنه المالة المالة

2-عدم صحة ال يجلوم التالي ي عن السي ت السي السي ت ا

2- عدم صحة العلى ومانتلات ي تمت وي د المستعلك بوق بال التمام عملية الشراء بخصوص الله تزامات التي توت بفي دمت المن و دوست موجهة و القياء المزود عن المستعلك اي علومة جودية مت علقة بذلك.

4- عدم تولير خدمات حب عدالي عاوق طابع غي ارالال زلم قسل عاوال خدم التي التي تتولي والك سيطعت ما ذلك في يالسوق المحلي مالي كن في الك الفي كن في الكنف المن و دوست مالي كن في الكنف المن و دوست مالي كل خلل المناف على خلل المناف المناف على خلل المناف على خلل المناف على خلل المناف على خلل المناف المناف على خلل المناف على خلل المناف على خلل المناف المناف على المناف المناف على المناف الم

- 1- بطيعة السلعة او جوت ها اوتوطيكب ها او صفيلت ها الجوره ي ق العناصر التي تتكون من وكميت ها.
 - 2- مصور المن عنه او وزن ها او حجمه او طویق قصن عها اوستوای خناته اء طلب حیته او شرط است علم او مخایر هال است عمال.
- - 4- شرو لهي تعلى د و فريد ال الشمن ال جلماي و طويق متسدي ده.

- 5- التزامك الهعلن.
- 6- وي ة مزودال خدمة ومؤهالته اذا لكانت محل عبتبار عرالت علىد.

ب عي حظر رش راي اعالن ليل عة او خدمة ض اربق صح الميت ملك اوس المت او جهولة المصدر.

الماده 9- أ شي كلف ي الوزارة جلس ميسمى (جلس لحية المستملك) بريئلة الوير وعضوية كل من:

- 1- امين عامال وزارة راهط للهريس.
- 2- هير عام مؤسسة المواصف اتو الق ليس.
- 3- هير علم المؤسنة العاطقال غذاءوالدواء.
 - 4- ممثل عن وزارالى هيئ تهين ميه وي رها.
- 5- ممثل عن وزارلةسياحة والثاريسميه زيرها.
 - 6- ممثل عن المنة عمل الحبرى.
 - 7- ممثل عن غوة على الردن.
 - 8- ممثل عن غوضضناعة الردن.
 - 9- عزي سات حادجم عي ات حادية المنهت ملك.
- 10ممثل عن احدى معيات حلية المستفلك ويرميه المحلس.
 - 11ممثل عن مؤسطالات على البيرمية.
- 12ممثل عناللت عالل عالله مزارعين الريني نهيميه ملي ساللت حاد.
 - 13شم عن القطاع الخاص.

ب- التستمتي ممثلي الجملت النفص وصعلي منه على المناود 6 و 7 و 8 في الحقورة أمن مذه المادة من رؤس القالك الجمات.

Universiti Utar

قتكون مدة عروية العضاءاليهصوصعليه هي الينود 10 و 11 و 12 و 13 من للقرة أ من هذه المادةريت يرابق لة الهاجيد لمرة واحدة. ج- يهتم عال جلسب دعوة من الهزيس الهناب معن دغيبه مرة على القال الفقال الثة الله مر الوكل ما دعت الحاج قي كون لجتم اع مقاري البحض وراث في العضاف معنى الهرائي العرائي العضاف العربي العصور التعمل العربي المحضور المعنى العصور المعنى المحضورين، في حال المعلى الكور المحضورين المحضورين، في حال المحسورين المحضورين المحضور المحضورين المحضور المحضور المحضورين المحضورين المحضورين المحضورين المحضورين المحضورين المحضور المحضورين المحضور المحض

الماده 10-أيتالى الجلسال مهاوالص الحي التلالي ه:

1-قاتح السييلة العلمة ل حلية المستملك.

2-قاتراج السريبيلة العامة التين في العمل عن العمل عن العالق قب العالق قب العالق قب العالق قب العالق قب السرية السرية المنافقة ال

3- - الم اممة ع ال جهات السميفيتطير من عن العالم بهدف توعية السمته لكونقنيه من ويم العالم به عن المن المن الكونقنية ويم المن المن المن الكونقنية المن المن الكونقنية الكونقنية

4- البداء الرأيفي شروع التل لتش يعات المتوبطة بحلمي قال متناف التي يجي الحالي والنوير.

5- تقوم التموسىات المحوبطة المستملك.

6- الس اه مفي وضع السريلاق العالمقصسين جوة السلعوال خدمات.

7- اي مهام المجور يكفى هبه اللوزير.

ب -غيوع الجلملسيلال العامة القمترحة والوصريات التيتبنا له الى جلس الوزراء.

الماده 11 متلوى الموية ال مهام اللصال حي الله الدية:

أ- مقابقته المزوهب الحكام فا القالون والانظم قلاص ادق بقيضاه.

بستاقي الله كاوى من المنه و الله من المنه و الله من المنه و الله من المنه و الله من اله

جلب ال غال جملت المخص قب ايف علي كب مال مزودي شرك معلق الحكام اي تشوع فلذ اذالئان تعمل المعربية.

الم اده 12 يكون لموظي الهري ية الفهضي نمن الغري رصف المنابطة الدلي ي الشي الم مم الم الم المروضي المرادة المعنى المرادة ال

الماده 13-- ألحل مورية اخطر المزوفي حالتبثته من الله من الله الحقام هذا القالون او المنظم المن المنظم المنظمة المن

بتنظيم الهري ية حضوض بطبالم على والتعكبة خالف الحكام هذا لقران و الانظم الله صادرة من عن المعنى الم

- 1- اذا اتِأْتَ الهميني ية عدم اخطر المخالف على صويب الله في الهجن ما التكرارها.
- 2- ذا امتع الملهف الذيتم اخطاره فق الحكام القورة »أ« من ه المادة عن صويب الطلخفة اواي جزء من الخلل المة المحددة لفي الخطار.

ج 1 متسق طالم سورلي قال جن أي ة عن الم رود اذاق المينز ال قال ملحق قوص وب لوض اعه فيق الم ملت حدده المهوري قي النخطر المنه مصوص على في الحق قال من هذا الم القق بل الحلمة الم منط المخص قد عن الم المناه المخص قد عن المناه المناع المناه المنا

الماده 14- أترش أجم عيات حواة المستعلك فوق التشوع التانفلة نبع الحسول على مولقة الماده 14- أوزير.

ب منتولى الوزارة الشراف على حم عيات حلية المنتملك ومنابعة فوالله تشريعات الرفادة.

15 الحالج عي في سيوله تحيق المفال القيم بطيالي:

أ - راجية مصالح السهت الكتوقيف وتويت وتع في مبحق ق وطرق الطلب قبها.

ب متقيم الشورة والرشوالليمتهاك.

ج تاقىيشكو عمرالتم ملكي ال مقوق من اهو العمل على اللفة اسبلبها.

د حبيش رة الدعلى القنعية على عبال على على المناه المناه الله المناه الم

ز حتقيء الهاعلوم التلىل جه التالم عصرة عن الشيكال تعلق قب في وقير الهمكال حهم و و حوال حهم و و تقديم ال قارحة و المنافقة رحلت لحله ا

ط تع عن العالقية عن المستملك والمزود والتاسطين ممالى ضالى نزاعات.

ي - انش اعق اعبه يون ات ذات علق بمجال عمله ا و اجراء الدر لس القال بحوث و نشره ا.

الماده 16- أ - مع مراعاة ما وره عيل تشريعات النفلذة يجوز بموفقة الوزير بش العيل التحاد لهم عي التحاد المحمد المحم



1 تن بري ق جهد الجمعي التفي يقييم خدات او القي المبن طت ا

2- رايمية مرالح الجمعي التوتعزين العالق فين ها.

3- نشهي الجمعيات لهى الجهات السمية وغير السمية.

4- السهاف عيتشيللستهاك.

5 ـ ت ع ين الع القية ين الريمة الله والمزودو الجمعيات.

6- ترزيال تعاون مجمعيات طية المستملك العرية في المهمية والدولية.

الماده 17 - ألى المع عي قبي حالوات كلب المزود الي ممارس الت الله الي تشريع تمس مرال الماده 17 الماده 17 الماده المعارض الماده ال

تصویوب ۱۰ ول د ذال غلیق عدالج معی قصل حب قصل حق یم قصی او الن الن وی او الن الن وی او الن الن وی او الن وی او الن وی او الن و رف ی او الن وی او الن و رف ی او الن وی الن وی او الن وی او الن وی او الن وی الن وی

ب المن انته ملك ين في دين اوجهم عين فوي ضاي جم عي ة خطي القامة الدعاوى او النيك اوى او النيك اوى او النظمة تقطيم الني النافي الني النافي النا

الم اده 18 يكون الم زود مسؤوال عن اي من اي من المحكام هذا القبلون يكبه اليشخصيم شاه هذا القبلون يكبه المرود مسؤوال عن اي من المحالة عن المحالة

الماده 19 يكون المزودم سؤوال عرال ض رالن اجم عن الله لعة اوال خدم قال ي بي تبويث ناء اي من الطبي الله ي المادة المناطقة المناطقة

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أ - طا لجقهم وضعال ل عة و الخداول.

ب - اذا وقع الضرربسب خط الهتضرر و لسب ال عالق للمزوب به.

الماده 20 - أستكون المسولوي فتلكلاي و تضر المهية ين المزوين النهية بين المراده 20 - أستكون المسولوي فتلكلاي و تضر المهية ين المرادة الوالم المرادة ال

ب لى المحمدة من المحمدة المحمد

جيكون المزودمس والله تعيض افشابت الهمضررال ضرر وان قوع كعلبتس بب المساعة او الخدمة الهيعة.

الماده 22 - أ - على الرغم مما وردفي اي تشريع اخر لمل مكمة انت كسم بطالن الشروط الماده 22 الم على الرغم المرود والمن المرود والمرود والمر

بيعد في الشروط الله في يبقصورة خاصة ك لشرط:

1- يودي الى اخال له ين حقوق والهزامات كل من المزود والمستعلك على خالف مصلحة المنهجة ا

2- يهرق ط اوي حد مرال تزامات او مروؤلي لت ال مزود عما هو قهررفي هذا القرابون او اي تشريع رفكذ.

كيتضمن الله في الربح الله عن اي حق قرر ل مقم تضى القراون او اي تشوع الفلذ.

4- يعدل الحائم الخص قبلالشبات النهص وصعلي ملي التشيعت النهاذة.

كيت ضمن من ح المزود الحقف يت هي ل ال قلد اوفس خ هباردك المفردة خالف الما هو قرر بموجب لمنتش ي عابتال فلذة.

كهيت ضمن النزام المستعلكف ي حال لح الله مقيقي ذال قار المت ه بقد عنه ي يض الهين السب معلان معلان و المدي معلف الله وي المنزود.

آييت ضمن الزام المستعل النفي حال ان الهي المالي قاب الناس المال المين المال ا

- 8- يس قط حق المستمل الفسول المالي القضاء او الوسط الله المنطقة المنطقة والمنطقة المنطقة المنط
- ج ي عنب القرار القطعيال صادر عن الم كم بقب طالن الشرو للى تعوية نفلذاب حق المزود الحكوميع عن ولله تعيية ونفلذات الم المحكومي والحكم عن والعالم والعالم
- الم اده 23 متعطى القضرافي المنه و المجنى المنه و المجنى المنه و المحكم مذا المحكم مذا المحكم مذا القال و وضيفة مل عبد المحالة المخص منه منه و المحالة المحالة

الم اده 24-ب الضفاة العالم تشيع التذات العالقة تسري احكام هذا القالون على المزوين الم المرادة 24-ب الضفاة العلى المروي العالم المروي المرادة العالم العالم المرادة العالم العالم العالم المرادة العالم العالم المرادة العالم المرادة العالم المرادة العالم المرادة العالم المرادة العالم العالم المرادة العالم العا

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الم اده 25 - أ - مال مير دن صعلى قع بة شفي ايبتش وع اخر نفاذي على بكل من الله اي الم اده 25 - أ - مال مير دن صعلى قع به شفي ايبتش و على الم ادق تقم من الحكام من الحكام هذا القرابون او النظمة الص ادق تقم من المخام من الحكام هذا القرابون او النظمة المسادق ومن المخاص من المحتال عن عن 250 من المحتال المح

ب في حالتكرار المخلف في المراعد في عالم رود من ممارس فل شاط هضوع المعلقة بن على المعلقة في عالم المعلقة المعل

الماده 25- أي صدر جلس الوزراء النظم الالزم متفينيذ احكام هذا القراون.

ب يصدر الوفي الحليمات الالزمة قتنيذ احكام هذا القراون.

الم اده 27-عزيس الوزراءوالوزراء ملك وربة عني ذاحكام هذا القالون.

Appendix 5: Suggestions to the Draft Law of Consumer Protection 2013 in Jordan

DRAFT OF JORDAN CONSUMER PROTECTION LAW 2013

An Law to provide for the protection of consumers, the establishment and the Tribunal for Consumer Claims, and for matters connected therewith.

Interpretation

Adding the provision to section 2 of the Draft Law 2013 regarding definition the Minister;

The Minister (Ministry of Consumerism).

Adding the provision to section 2 of the Draft Law 2013 regarding definition

Tribunal;

"Tribunal" means the Tribunal for Consumer Claims established this Law.

Adding the provision to section 2 of the Draft Law 2013 regarding definition of advertisement;

"advertisement means every kind of advertising (whether or not accompanied by or in association with written words or spoken or other sounds or writing and whether or not contained or issued in a publication) by the presentation of notices or by means of price lists, catalogues, circulars, cards, labels or other documents or materials or by the exposition of films or of photographs or pictures, or by means of television or radio, or in another way which includes electronic means".

Additional provision in section 2 of the Draft Law 2013 the meaning of misleadin and deceptive. A follow:

"misleading or deceptive, in relation to conduct, practice or representation, includes conduct, practice or representation which is capable of leading a consumer into error".

"Misleading advertisement "means any advertisement that does not tell the truth about the product, as deceptive; whether the deceptive information were related to prices, quality, quantity, or even taxes.

Additional provision in section 2 of the Draft Law 2013 the meaning of the price;

"Price includes consideration in any form, whether indirect or direct, and includes any consideration that in effect relates to the acquisition or supply of services or goods although superficially relating to any other matter or thing."

(Section 3)

Suggestion that the Draft Law 2013 Amendment to section 3 to;

- "For the purposes of this Law, the product shall have information about the following
- (1) (a) the goods are of a specific kind, grade, quality, standard, quantity, style,

composition or model;

- (b) the goods have had a specific history or specific prior use;
- (c) the services are of a specific kind, quality, quantity or standard;
- (d) the services are supplied by any specific person or by any person of a specific skill, trade or qualification;
- (e) a specific person has agreed to attain the services or goods;
- (f) the goods are reconditioned or new;
- (g) the goods were produced, manufactured, reconditioned or processed at a specific time;
- (h) the services or goods have any approval, sponsorship, performance characteristics, endorsement, benefits or uses, accessories;
- (i) the person has any approval, sponsorship, affiliation or endorsement;
- (j) concerns the need for any services or goods;
- (k) concerns the exclusion, existence, or effect of any guarantee, condition, remedy or right; or
 - (l) concerns the place of origin of the goods".
- (2) In this section, "quantity" involves width, length, volume, capacity, area, Number, height and weight.
- (2) in respect of services or goods of any description or of any class or classes of goods or services, a consumer information standard regarding any or all of the following matters:

- (a) the disclosure of information relating to the grade, kind, quantity,

 performance, origin, care, design, composition, construction, finishing,

 use, price, promotion, packaging, contents or supply of the services or

 goods; and
- (b) the form or manner in which the information is to be disclosed on or in relation to or in connection with the supply or resupply or promotion of the supply of the goods or services.

(Section 8)

Suggestion that the Draft Law 2013 added to section 8 under name (Misleading and Deceptive Conduct, False Representation and Misleading Indication as to price) and added following;

"Misleading and Deceptive Conduct, False Representation and Misleading Indication as to price".

- (1)**Interpretation;** For the purposes of this Part—
- (a) "false", "misleading" or "deceptive", in relation to conduct, representation or practice, includes conduct, representation or practice which is capable of leading a consumer into error; and
- (b) "price", in relation to any goods or services, in addition and without

prejudice to the generality of the definition of "price" in section 2, means—

- (i) the aggregate of the sums required to be paid by a consumer for or otherwise in respect of the supply of the goods or services; or
- (ii) except in subsections 12(3) and (4), any method which

will be or has been applied for the purpose of determining the aggregate.

(2) Misleading conduct;

"No person shall engage in conduct that—

- (a) in relation to goods, is misleading or deceptive, or is likely to mislead or deceive, the public as to the manufacturing process, nature, characteristics, suitability for a purpose, quantity or availability of the goods; or
- (b) in relation to services, is misleading or deceptive, or is likely to mislead or deceive, the public as to the characteristics, nature, suitability for a purpose, quantity or availability of the services".

(3) False or Misleading representation

"No person shall make a false or misleading representation that—

(a) the goods are of a specific standard, kind, quality, quantity, grade,

composition, model or style;

- (b) the goods have had a specific history or specific prior use;
- (c) the services are of a particular standard, kind, quality or quantity;
- (d) the services are supplied by any particular person or by any person of a particular trade, qualification or skill;
- (e) a particular person has agreed to acquire the services or goods;
- (f) the goods are reconditioned or new;

- (g) the goods were produced, manufactured, reconditioned or processed at a particular time;
- (h) the services or goods have any approval, sponsorship, performance characteristics, endorsement, accessories, benefits or uses;
- (i) the person has any approval, sponsorship, affiliation or endorsement;
- (j) concerns the need for any services or goods;
- (k) concerns the existence, effect or exclusion of any condition, remedy or right, guarantee; or
- (l) concerns the place of origin of the goods".

(4) misleading statements

"Any person is prohibited from making a statement which he knows to be false recklessly make a statement which is false or make any statement which is likely to deceive or mislead any person on the provision of any goods or services".

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(5) misleading labelling

Advertiser shall not label or sells any goods or services in a manner that is false, misleading as regards its nature, quality, character, value, substance, composition, safety or merit, strength, weight, purity, origin, proportion or age or in contravention of any laws in Jordan.

(6-a) misleading indication as to price

- (i) A person obliges an offence—
 - (a) if he provides to a consumer a sign which is misleading as to the price at which any services or goods are available; or
 - (b) if an indication provides by him to a consumer as to the price at which any services or goods are available becomes misleading and he fails to take rational steps to prevent and save the consumer from relying on the indication.
 - (ii) For the purposes of sub-section (1), it shall be immaterial—
 - (a) whether the person who provides the indication is acting on his own

behalf or on behalf of another;

- (b) whether or not the person who provides the indication is the person or included among the persons from whom the services or goods are available;
- (c) whether the indication is or becomes misleading in relation to all the consumers to whom it is given or only in relation to some of them.

- (iii) For the purposes of this section, an indication provided to a consumer is misleading as to a price or a determining method of a price if what is conveyed by the indication, or what the consumer may reasonably be expected to infer from the indication or any omission from it, includes any of the following:
 - (a) that the method or price is not what in fact it is;
 - (b) that the applicability of the method or price does not depend on circumstances or facts on which it does in fact depend;
 - (c) that the price covers or the method takes into account matters in respect of which an additional charge is in fact made;
 - (d) that a person who in fact has no such expectation, expects—
 - (i) the price to be reduced or increased, whether at a specific time or by a specific amount;
 - (ii) the price, or the price as reduced or increased to be maintained, whether or not for a specific period;
 - (iii) the method to be changed, whether at a specific time or in a specific respect; or
 - (iv) the method or the method as changed to remain unaltered, whether or not for a specific period;
 - (e) that the circumstances or facts by reference to which the consumer may reasonably be expected to judge the validity of any relevant comparisonmade or implied by the indication are not what they in fact are.

- (iv) In explanation of paragraph (3)(e), a assessment is an associated judgement which is linked to a price or a technique of determining a price, as the circumstance may be, if the judgement is made between that price or technique or any price which has been or may be determined by that method, and—
- (a) any price or value which is specified or implied to be or to have been or to be possibly to be credited or attributable to the services and goods in query, or to any other goods or services; or
- (b) any technique or other technique that is specified or implied to be or to have been or to be expected to be practicable or applicable for the fortitude of the price or value of the goods or services in question, or of the price or value of any other goods or services."

(6-b) Indirect assurance as to price

- (1) Where goods are provided to a customer, there must be oblique an assurance that the customer shall not be responsible to reimburse to the trader more than the reasonable value of the goods where the value for the goods is not—
 - (a) determined by the agreement;
 - (b) leftward to be resolute in a way settled by the agreement; or
 - (c) port to be resolute by the sequence of dealing between the parties".
- (2) Wherever there will be disappointment to fulfil with the oblique assurance under subsection (1), the buyer's only right of reparation shall be to refuse to pay more than the sensible price"

(3) For the purposes of this section, what is a 'reasonable price' it must be a query of fact based on the conditions of each particular event, and where the price has been fixed under any written law, the rational price shall be as may be stated under that written law".

(6-c) Price considered to include tax

Wherever in any commercial the value of any services or goods is mentioned, such value shall, unless the difference appears, be estimated to contain all qualified governmental taxes and duties and any other charges.

(Section 9)

Recommendation to add to the Draft Law 2013 should to adding provision explaining the presumption of liability for advertisement as:

"Presumption of liability for advertisement"

Where the conduct or representation in relation to any goods or services is made or published in an advertisement, the advertisement shall be deemed to have been made by—

- (a) the person who directly or indirectly claims to supply the goods or services;
- (b) the person on whose behalf the advertisement is made; or
- (c) both of them,

as the case may require, unless the contrary is proved.

(Section 10)

OFFENCES, AND REMEDIES

IN RELATION TO SECTION 8 AND 9

The researcher also recommends addition to section 6 in the Draft Law 2013

With regard to remedies and adding legal provisions related to penalties under this section:

- (I) Contravention of misleading advertisement ,Offence caused by act or default of another person.
 - (i) Contravention of misleading advertisement:
- (1) Any person who contravenes any of the provisions of Part commits an offence and shall on conviction be liable—
 - (a) if such person is a body corporate, to a fine not more than, and for a second or subsequent offence, to a fine not more than;
- (b) if such person is not a body corporate, to a fine not more thanor to imprisonment for a term not more than or to both, and for a second or subsequent offence, to a fine not more than or to imprisonment for a term not more than or to both".
- (3) In the case of a continuing offence, the offender shall, in addition to the penalties under subsection (1), be liable to a fine not more than one for each day or part of a day during which the offence continues after conviction."
- (ii) Offence caused by act or default of another person"

"Where an offence under Part or is due to the act or default of another person, that other person shall be deemed to have committed of the offence and may be charged with and convicted of the offence whether or not proceedings are taken against the first-mentioned person."

(II)Power of court to grant ancillary relief

- "(1) Where, in any proceedings under this Part, or on the application of any person the court finds that such person, whether or not he is a party to the proceedings, has suffered or is likely to suffer loss or damage by the conduct of any other person that constitutes or would constitute—
 - (a) a contravention of;
 - (b) aiding, abetting, counselling or procuring the contravention of;
 - (c) inducing by threats, promises or otherwise the contravention of;
 - (d) being in any way knowingly concerned in or party to, whether directly or indirectly, the contravention of; or
 - (e) conspiring with any other person in the contravention of,
 Any of the provisions of Misleading, Deceptive Conduct, False
 Representation, and Unfair Practice. And Safety of Goods and Service,
 the court may, without prejudice to any other relief it may grant, make
 any or all of the orders referred to in subsection (2).
- (2) For the purposes of this section, the court may make the following orders:
 - (a) an order declaring—
 - (i) the whole or any part of a contract made between the person who suffered or is likely to suffer the loss or damage and the person who engaged in the conduct referred to in subsection (1); or
 - (ii) the whole or any part of a collateral arrangement relating to such a

 Contract to be void and, if the court thinks fit, to be void ab initio or at all

 times on and after such date, before the date on which the order is made, as
 may be specified in the order;
- (b) an order varying the contract or arrangement in such manner as may be specified in the order and, if the court thinks fit, declaring the contract or arrangement to have had effect as so varied on and after such date, before the date on which the order is made, as may be specified in the order;
- (c) an order directing the person who engaged in the conduct referred to in subsection

(1)—

- (i) to refund the money or return the property;
- (ii) to pay the amount of the loss or damage;
- (iii) at the person's own expense, to repair or provide parts for goods that have been supplied by him;
- (iv) at the person's own expense, to supply specified services, to the person who suffered, or is likely to suffer, the loss or damage, as the case may be.
- (4) An order under paragraph (2)(a) or (b) shall not prevent proceedings from being instituted or maintained under this Part.
- (5) In an application for an order against a person under this section, a finding of fact made in proceedings for an offence under Contravention of Misleading, Deceptive Conduct, False Representation, and Unfair Practice. And Safety of Goods and Services to be an offence, being proceedings in which that person was found to have engaged in conduct of the kind referred to in subsection (1), shall be prima facie evidence of that fact and the finding may be proved by the production of a document under the seal of the court in which the finding was made".

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COMMITTEE ON ADVERTISEMENT

The Draft Law 2013 is recommended to create a provision following:

(I) "Committee on Advertisement"

The Minister (Ministry of Consumerism) may establish a committee to be known at the Committee on Advertisement which shall have the following functions:

(a) to advise the Minister on any aspect related to advertisement, including advertisement in contravention of section 8 of this Law;

- (b) to examine complaints related to advertisements;
- (c) to issue or publicize information concerning the nature and characteristics of goods or services which may be prejudicial to the rights or may cause damage to the consumers; and
 - (c) to do any other thing as it deems fit to enable it to perform its functions effectively or which is incidental to the performance of its functions."

(II) Membership of Committee on Advertisement

- (1) The Committee on Advertisement shall consist of the following members:
 - (a) the Secretary General of the Ministry responsible for consumer affairs or his representative; and
 - (c) not less than seven and not more than thirteen other persons to represent the interests of consumers, and any other person, as the Minister deems fit.
- (2) The members referred to in paragraph (1)(b)—
 - (a) shall be appointed by the Minister for a term not exceeding three years; and
 - (b) shall be eligible for reappointment upon the expiry of his term of office.
- (3) The Minister shall appoint from among the members of the Committee of Advertisement a Chairman and a Deputy Chairman.

(III)Provisions of Schedule to apply to Committee on Advertisement

- (1) The provisions of the Schedule shall apply to the members of the Committee on Advertisement.
- (2) The Minister may, by order published in the Gazette, amend the provisions of the Schedule.

(IIII) Regulations relating to the Committee on Advertisement

The Minister may make such regulations as he thinks necessary or expedient to give full effect to the provisions of this Part.

THE TRIBUNAL FOR CONSUMER CLAIMS

The Draft Law 2013 should create a provisions for the Tribunal for Consumer Claims

(I) Establishment of the Tribunal for Consumer Claims

There shall be established a tribunal to be known as the "Tribunal for Consumer Claims".

(II) Exclude an application Tribunal for Consumer Claims

The Draft Law 2013 may adding legal provision following:

"Arbitration may be allowed to settle disputes in cases permitted by any other legislation".