



ICC Advertising and Marketing Communications Code

Preface

The International Chamber of Commerce (ICC) is uniquely positioned to provide insightful guidance on marketing and advertising around the globe. As the world business organisation, whose membership is composed of thousands of enterprises from all sectors and regions, ICC has been a major rule-setter in marketing and advertising since 1937 when it issued the first ICC Code on Advertising Practice.

Throughout the years, the ICC Code has functioned as a foundation for self-regulatory codes, frameworks, and structures across the globe. These systems have fostered consumer trust by ensuring advertising that is honest, legal, decent, and truthful, while also providing swift and straightforward remedies for any breaches.

The Code has supported both businesses and society by offering ethical guidelines that establish a fair competitive environment and minimise the necessity for legislative or regulatory intervention. In response to emerging practices and technologies, the ICC has continuously updated and expanded the Code's scope to ensure its ongoing relevance and effectiveness. This latest revision accommodates further behavioural shifts resulting from the digital revolution and continues to set a gold standard for modern self-regulation.

We have consulted widely on the revision of the Code and believe this 2024 edition of the ICC Advertising and Marketing Communications Code will continue to build trust with consumers and acceptance for the role of self-regulation around the world. We encourage companies and business organisations to support the application of the Code to ensure responsible marketing communications which are to the benefit of all.

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1. Introduction: About this Code

Responsible advertising and marketing communications

Advertising and other marketing communication means are essential tools for conveying information between businesses and consumers. They contribute to the establishment of efficient markets on both national and global levels, fostering economic growth and offering significant advantages for consumers, companies, and society as a whole.

Responsible advertising and marketing communications, grounded in widely endorsed self-regulatory codes of conduct, demonstrate the business community's commitment to fulfilling its social and environmental responsibilities. The core value of self-regulation is its capacity to build, strengthen, and maintain consumer trust and confidence in the business sector and, consequently, in the marketplace itself. In the context of an increasingly intertwined global economy, it serves the purpose of avoiding fragmented regulations. Self-regulation also allows business to respond more swiftly to emerging issues and changing circumstances. Moreover, effective self-regulation serves as a means to safeguard individual company's goodwill and reputation. It can also alleviate the burden on governmental regulatory bodies.

The first ICC advertising code was issued in 1937 to provide a globally acceptable framework for responsible creativity and communication. Today, the Code continues to serve as the worldwide benchmark for standards in advertising and marketing communications. Numerous independent self-regulation systems have successfully implemented the ICC Code, which has been consistently updated and improved to accommodate shifts in society, technology, and the economy. The use of properly implemented advertising and marketing communications codes is acknowledged and accepted in all major markets as industry best practice and a recognised means of providing additional consumer protection.

This Code embodies ICC's strategic focus on enabling global trade and fair competition, by:

- promoting access to justice, integrity and respect for the rule of law
- accelerating sustainability and climate action
- shaping an open, trusted and interoperable digital economy and
- strengthening multilateral cooperation

It particularly emphasizes advocating for the rule of law and robust governance, by:

- crafting a transparent and consistent international regulatory environment that enables companies to operate sustainably and responsibly
- developing voluntary rules and self-regulatory tools to assist companies in adhering to legal obligations and fostering good business practices
- contributing to the establishment of a cohesive international regulatory framework for businesses worldwide

11th Code revision – significant changes

The rapid evolution of technology and technologically enhanced marketing communications and techniques means that producing responsible marketing communications that are trusted in a digital world has continued to be important for companies in preserving their ‘license to operate’.

For this reason, the 11th revision addresses both the Code’s usability and its applicability to technology enhanced marketing communications and techniques. It sets a gold standard for modern rule-making in our digital world by addressing the role of people, organisations, software and machines.

Significant changes include:

- greater clarity in the scope and application to different forms of marketing communications
- the inclusion of coverage for the use of algorithms and AI in preparing and delivering marketing communications
- taking account of recent social and technological developments and the inclusion of specific provisions from chapters which are widely applicable to all marketing communications
- encouraging mindfulness regarding diversity and avoiding objectification stereotypes
- new provisions concerning anti-corruption and not inciting or condoning hate speech and disinformation
- improved indications regarding claims (including aspirational claims) and substantiation
- addressing influencer marketing and the responsibility of influencers and creators
- updated provisions regarding environmental advertising and environmental aspects of sustainability
- clearer rules in a separate chapter regarding children, teens and minors

This Code revision has been informed by the latest industry rules and legal developments around the world, such as in the area of consumer protection, privacy and fair competition. The Code is designed to establish a sound ethical framework to govern marketing practices worldwide based on twin goals of fostering consumer fairness and trust, and the freedom of commercial communications.

For obvious practical reasons, the Code cannot reference those legal instruments that may be relevant in a given situation and jurisdiction.

The Code and the law

Codes of conduct and legislation pursue different objectives and may not share the same scope. There is, however, usually a fairly large interface and their respective fields of application may coincide to a larger or smaller extent. This Code sets standards of ethical conduct and hence cannot, and indeed should not, reflect specific legal requirements, nor is it intended as an instrument of law enforcement but rather a mark of professional diligence. However, the Code embraces the principle of legality in Article 1 in that all marketing communications should be legal, decent, honest and truthful. It follows that it can never be in accordance with good business standards to break the law. But the fact that a marketing communication is legal does not necessarily mean it is also ethically acceptable or appropriate. Marketers and other parties thus need to make sure their marketing communications activities observe both applicable laws and regulations in a market, as well as the relevant provisions of the Code.

Purpose of the Code

The primary purpose of the ICC Code is to serve as a self-regulation tool for marketing communications, but it can also be beneficial for non-commercial advertising and communication. Courts may reference the document within the framework of applicable legislation. ICC recommends its global adoption and use.

The Code is intended to achieve the following objectives:

- responsibility: to outline standards for responsible advertising and marketing communications globally
- confidence: to enhance overall public confidence in marketing communications
- respect: to respect privacy and consumer preferences
- special responsibility: to ensure special responsibility regarding marketing communications to children and teens
- freedom of expression and consumer protection: to safeguard the freedom of expression of those engaged in marketing communications (as embodied in article 19 of the United Nations International Covenant of Civil and Political Rights) and to provide effective practical and flexible solutions to consumer protection issues
- regulation: to minimise the need for detailed governmental and/or inter-governmental legislation or regulations

Code structure and interaction with related codes and guidance

The ICC Code is constructed as an integrated system of ethical rules.

There are General Definitions and Provisions which apply without exception to all marketing communications; these should be read in conjunction with the more detailed provisions and specific requirements set out in the subsequent chapters:

- Chapter A – Sales Promotion
- Chapter B – Sponsorship
- Chapter C – Data Driven, Direct Marketing and Digital Marketing Communications
- Chapter D – Environmental Claims in Marketing Communications
- Chapter E – Children and Teens

The Code should also be read in conjunction with other current ICC codes, principles, and framework interpretations in the area of marketing and advertising.

Current codes and frameworks are:

- ICC International Code of Direct Selling
- ICC/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics
- ICC Framework for Responsible Food and Beverage Communications
- ICC Framework for Responsible Marketing Communications of Alcohol
- ICC Framework for Responsible Environmental Marketing Communications
- ICC Principles on Responsible Deployment of Electronic Product Codes

A brief summary of relevant codes and frameworks is provided at the end of this code.

The ICC has also produced several toolkits, principles and guidance notes in the area of marketing communications including on marketing and advertising to children, diversity, native advertising and responsible deployment of electronic codes.

Full details and links to the texts of the ICC marketing communications code, principles, guidance notes, toolkits and frameworks can be found on the [ICC web page](#). The web page includes official locally translated versions of the Code, additional tools and resources, and access to online training courses.

Cross-border communications – origin and jurisdiction

Before engaging in cross-border marketing communications, marketers need to consider all applicable rules. There are two guiding principles: either the rules of the country where the message or activity originates are applied, or those of the country (or countries) receiving it. However, the question of jurisdiction, namely

determining which country (state or region) holds legal authority and what national laws would be applicable in each case, is a complex matter. Marketers are therefore urged to assess the legal situation regarding where they target their marketing communications, and to familiarise themselves with the rules and regulations of the various relevant jurisdictions.

When applied in different countries or specific markets, ICC global codes enhance harmonisation and coherence, yet they are flexible enough to accommodate variations in culture and societal rules and norms. Legislation and regulation are not always consistent across borders, and in such cases, marketers are expected to adhere to local rules and laws.

2. Scope and Application of the Code

General coverage

The Code applies to all marketing communications, regardless of form, format or medium of delivery. It addresses both B2C and B2B marketing communications (see General definitions for definition of consumer). The concept of marketing communications should be interpreted broadly (see definitions) with their primary purpose being commercial, aimed at promoting products or influencing consumers' behaviour. The Code applies to the marketing communication in its entire content and form, including testimonials, remunerated posts and statements and audio or visual material originating from other sources and material factors with an impact on ad content likely to influence consumer decisions. The fact that the content or form of a marketing communication may originate wholly or in part from other sources does not justify non-observance of the Code rules.

Identifying primary purpose:

It may be necessary to identify the primary purpose of a communication to determine if it falls within the scope of a marketing communication.

Illustrative examples where examination reveals whether the code is applicable:

In addition to the typical marketing claims related to products as in e.g. brand advertising which are covered by the code, the following non-exhaustive list of examples are also covered:

- claims made in marketing communications, for example regarding corporate social responsibility (CSR) programmes including where a sponsorship is included in such programmes, sustainability, environmental, economic, and social conditions and rights
- product or company related content shared by influencers including for their own brands or products or using affiliated links. an appreciable level of content control by the marketer usually indicates the presence of a clear commercial purpose, and consequently a marketing communication
- issue-based/purpose-driven advertising, underpinned by commercial motives to promote the image of a brand, organisation or sector in order to influence consumers' transaction decisions in relation to products or business activities
- marketing communications placed within contexts like games, posts on social media platforms, or personal communications
- claims and promotions on or in packaging as well as misleading use of private labels or marks appearing in a marketing communication but packaging as such is not covered
- any legible claim on packaging or a label, shown in an ad, website or other commercial material or context

Areas not covered

The Code does not universally apply to all forms of corporate communication. For example, it may not cover corporate public affairs messaging in press releases and media statements, information contained within annual reports, or details mandated for product labels.

The following non-exhaustive list of areas are not covered by the code:

- communications whose primary purpose is informational, entertaining, or educational and not commercial, such as the content of television programmes, films or series, podcasts, books, magazines or games and political campaigns
- statements on matters of public policy
- packaging as such is out of scope, but claims and promotions on or in packaging as well as misleading use of private labels or marks appearing in a marketing communication are in scope
- labelling and other information required by law

- corporate social responsibility (CSR) programmes, excluding associated claims and sponsorship, which are covered by the Code

Code responsibility

The principle of responsible marketing communications is fundamental to the Code. Without responsibility there cannot be any consumer trust. The general rules on responsibility are technology neutral. In addition, specific rules relevant to particular activities or media are found in their respective chapters of the Code.

Marketers should assume overall responsibility for the communications they initiate and bring to the market, whether they largely do it themselves or have it done on their behalf. Responsibility cannot be avoided or circumvented by means of outsourcing or other organisational arrangements. Marketers should undertake their best efforts to ensure that their responsibility is reflected in arrangements with third parties over which they have control.

In addition to the prime responsibility of the marketer, all those who contribute to the marketing communication have a responsibility in relation to their participation, influence, control and expected knowledge. See article 24.

Marketers who use algorithms or other artificial intelligence instruments have responsibility for the communication results they produce.

Companies responsible for preparing, offering and commercialising AI systems, applications and other technologies for the creation, improvement and delivery of marketing communications should provide reasonable transparency to the marketer.

Responsibility for the results produced by social media algorithms rests with the companies that create and manage them. In the case of user-generated content, which may accompany or relate to marketing communications (e.g. comments), responsibility lies with the individuals who created the content, given the lack of marketer control. Should the latter be found to be emanating from a marketer or associated third party or reused in their marketing communications, it thereby falls back within the control and thus the responsibility of the marketer.

The responsibility to observe the Code applies also to the various participants in the marketing eco-system both off and online. This would extend but not be limited to influencers and influencer networks, creators, bloggers, vloggers, affiliate networks, app developers, marketplaces, designers of online choice architectures (web and systems design), data analytics and ad tech companies, developers of artificial intelligence instruments such as algorithms, software or programming machines. This responsibility applies to the extent that the activities or measures by those actors are linked to and impact marketing communications.

Agencies and other marketing practitioners should exercise due care and diligence in creating marketing communications, enabling marketers to comply with their responsibilities.

Publishers, media owners, platforms, contractors or other parties, who publish, deliver or distribute marketing communications should act diligently in accepting them for presentation to the public. Communications that can readily be seen to breach the Code should be rejected.

Interpretation

The ICC Code is to be interpreted in the spirit as well as to the letter.

Because of the different characteristics of the various media, a marketing communication which can be acceptable for one is not necessarily acceptable for another.

Communications should be evaluated based on their likely impact on the reasonable consumer, having regard to the characteristics of the targeted group and the medium used. Therefore, the meaning of a claim should be

established on the basis of how it is likely to be perceived by the consumer in the overall context of the communication (“net impression”, also see Article 5).

This means that marketing communications should be assessed in light of the recipient’s knowledge, experience and discernment abilities of the typical consumer to whom it is directed, as well as social, cultural and linguistic factors. For instance, when assessing communications addressed to children, their natural credulity and inexperience should always be taken into account. Consumers are generally assumed to have a certain degree of experience, knowledge and sound judgment, and to be reasonably observant and prudent. Professional or otherwise qualified groups are presumed to have a suitable degree of specialised knowledge and expertise in their field of operations.

Implementation

The implementation of the Code is intended for self-regulatory organisations that by industry have been entrusted with the enforcement of the Code and its national adaptations. It should also be used by companies, other organisations and individuals as a basis for marketing communications policies, and for compliance purposes.

It is a key reference point for self-regulatory bodies set up for the purpose of applying and interpreting self-regulatory codes. The Code and its underlying principles should be adopted and implemented, nationally and internationally, by the relevant local, national, or regional self-regulatory bodies.

The Code should be adhered to, where appropriate, by all organisations, companies and individuals involved in the marketing communication process and marketing eco-system as set out in the section on responsibility above. They should be familiar with the Code and with other relevant local self-regulatory guidelines on advertising and marketing communications.

They should also familiarise themselves with decisions made by the appropriate self-regulatory body. If a decision is upheld or partially upheld, it may involve modifying or withdrawing the marketing communication concerned followed by the publishing of the decision. It is essential to provide consumers with an appropriate means for filing complaints and ensuring that consumers are aware of it and use it easily. Further details regarding implementation of and compliance with the Code by companies and other groups and associations can be found in the Implementation Guide for the ICC Marketing Codes.

The ICC Code and its principles are generally reflected in the advertising and marketing communications codes of self-regulatory organisations worldwide. Complaints related to these codes should be directed to the relevant self-regulatory organisations.

Requests for interpretation of the principles contained in this Code may be submitted under specific circumstances to the ICC global Marketing and Advertising Commission for possible consideration by an ICC code interpretation panel. Further information can be found [here](#) about this and the terms of reference of the ICC code interpretation panel.

Code review

The ICC is committed to ensure this code remains relevant in a dynamic legal, social and technological environment. It will regularly review the application of this ICC Code and its principles regarding specific techniques, technologies, products and issues. Where appropriate it will issue further interpretive statements, guidance or frameworks.

3. General Definitions in the Code

The following general definitions apply throughout the Code. Terminology relating to a specific chapter or subsection is defined in that chapter or subsection.

For the purposes of this Code, the term:

- **“advertising”** or **“advertisement”** means any form of marketing communications carried by the media, typically in return for payment or other valuable consideration
- **“affiliate link”** is a URL that contains a unique identifier (affiliate ID or code) assigned to an individual or entity known as an affiliate, used in affiliate marketing programs to track the traffic and sales generated by the affiliate. When someone clicks on an affiliate link and makes a purchase or completes a desired action, the affiliate earns a commission or a predetermined referral fee
- **“children”** refers to consumers aged 12 years and under¹
- **“claim”** means any statement made by marketers or on their behalf in the context of a marketing communication about a product, a brand, or the business activity, objectives and aspirations of a person, a company or some other organisation. Claims can relate to product characteristics or performance, price and economic benefits, health effects or environmental impact, and more. A claim can take the form of a direct statement or by implication. Any means capable of conveying a message can be used to make a claim – text, image, colour, sound in whatever form and combination, and in any media. Claims can also be contained in logos, private labels, signs and other marks. The combination of elements used in a marketing communication provides the net impression of a claim and control how it is interpreted
- **“consumer”** means any person who can reasonably be expected to be affected by marketing communications, whether as a private individual or as a commercial customer or user
- **“data driven marketing”** is the communication, by whatever means, of advertising or marketing material based on the processing of data (personal or non-personal) acquired through direct interactions with individuals or through third parties to gain insights on, for example, customer interests, trends and behaviour
- **“digital interactive media”** refers to the full range of media, platforms and tracking technologies, including mobile, video, addressable TV, social media, Internet of Things (IoT), wearables, and cross-device tracking, AI and associated algorithms
- **“direct marketing”** is the communication, by whatever means, of advertising or marketing material carried out by a direct marketer itself or on its behalf, and which is delivered to particular individuals using their personal contact information (including mailing address, telephone number, email address, fax, personal social media account handle, and the like, but for the avoidance of doubt, excluding online advertising displayed within a website, app or other property visited by the individual)
- **“influencers”** refers to individuals, organisations or machine-created or controlled representations i.e. avatars, who mainly use social media platforms to communicate and interact with their audiences including followers. In that context they may shape audience attitudes for commercial purposes, based on brand partnerships. However, they can also act outside any such arrangement, e.g. when promoting their own brand and products. In that case they are considered marketers (see definition below). Those who match this definition are covered by it even if they appear under a different name, such as creator or brand ambassador. It also includes those with a relatively small number of followers

¹ The ICC Toolkit: Marketing and Advertising to Children, provides more details regarding research on age 12 as a reference age for the application of rules on marketing, advertising and data collection involving children. Local laws may define “children” differently.

- **“Influencer marketing communications”** means marketing communications conveyed by an influencer
- **“marketer”** refers to persons or companies, including advertisers, sales promoters and direct marketers, who or on whose behalf marketing communications are published or disseminated for the purpose of promoting their products or influencing consumer behaviour
- **“marketing communications”** includes advertising as well as other techniques, such as promotions, sponsorships, direct marketing, data driven marketing and digital marketing communications, and should be interpreted broadly to mean any communications produced directly by or on behalf of marketers intended primarily to promote products or to influence consumer behaviour. Likewise, when influencers create content for their own brands or products, or use affiliate links in their content, such content is marketing communications
- **“mobile”** refers to mobile phones and wireless devices (such as, but not limited to, portable game consoles, tablets, wrist watches, etc.) which a user can call from and interact with, which require a subscriber identity module (SIM) card or personal identifier for the user
- **“offer”** means any presentation or solicitation for the sale or purchase of products
- **“personal data”** means any information relating to an identifiable individual and does not include anonymised information
- **“preference service”** (“Robinson List”) means the administration and operation of a suppression file of consumers who have registered a wish not to receive unsolicited direct marketing communications using a specific medium, against which marketing lists are matched
- **“product”** refers to anything that constitutes the subject of an advertisement; this usually means physical products (goods) or services, but is not restrictive and includes energy, investments, software and real estate; as well as facilities, activities and processes. Where appropriate the Code may be applied more widely, e.g. to concepts
- **“research”** which includes all forms of market, opinion and social research, including data analytics applied for research purposes, means the systematic gathering, analysis and interpretation of information about individuals and organisations. It uses the statistical and/or analytical methods and techniques of the applied social, behavioural, data and other sciences to generate insights and support decision-making by providers of goods and services, governments, non-profit organisations and the general public
- **“teens”** means those individuals aged 13 – 17 years

4. General Provisions on Advertising and Marketing Communications

Article 1 – Basic principles

All marketing communications should be legal, decent, honest and truthful.

All marketing communications should be prepared with a due sense of social, environmental and professional responsibility and should conform to the principles of fair competition, as generally accepted in business.

No communication should in the content and manner made undermine the public's trust and confidence in marketing communications.

Article 2 – Social and environmental responsibility

Marketing communications should respect human dignity and should not incite or condone any form of discrimination, including that based upon ethnic or national origin, religion, gender, age, physical attributes, mental health, disability, or sexual orientation. Marketers are encouraged to be mindful of diversity and inclusion² and seek to avoid stereotypes and objectification³.

No marketing communication should be associated with corrupt practices⁴ of any kind.

Marketers should take due account of the [ICC Rules on Combating Corruption](#) and other ICC anti-corruption tools.

Marketing communications should not:

- without justifiable reason, play on fear or exploit misfortune or suffering
- appear to condone or incite violent, unlawful, anti-social behaviour or animal abuse
- appear to encourage or condone irresponsible use or harmful behaviour
- play on superstition
- marketing communications should not appear to condone or encourage actions which contravene the law, self-regulatory codes or generally accepted standards concerning climate change, sustainable and environmentally responsible behaviour
- they should respect the principles set out in chapter D, on Environmental Claims in Marketing Communications and be mindful of the ICC Framework for responsible environmental marketing communications

Article 3 – Decency

Marketing communications should not contain anything which offends standards of decency currently prevailing in the country and culture concerned and strive to respect social norms and tradition.

Marketing communications should not incite or condone hate speech by using elements associated to it, such as false testimonials or endorsements, conspiracy theories, or other means to circulate harmful content.

² See [ICC guidance on diversity and inclusion in advertising](#), 2023.

³ Stereotyping is the practice of referring to or playing on an oversimplified and untrue notion of a particular group, sometimes employing archetypal traits. Objectification means representing people not as persons or individuals but as objects of sexual or other templating character.

⁴ See [ICC Rules on Combatting Corruption](#) which defines in Part 1 “Corruption” or “Corrupt Practice(s)” as used in these rules shall include bribery, extortion or solicitation, trading in influence and laundering the proceeds of these practices.

Article 4 – Honesty

Marketing communications should be structured in a way that does not take advantage of consumer trust or exploit their inexperience or limited understanding.

Relevant factors that can affect consumers' decisions should be communicated in a manner and at a time that allows them to consider them effectively.

High-pressure marketing tactics which might be construed as harassment or hamper consumer choice, should not be used.

Marketing communications should not abuse the trust of consumers by using deceptive practices or spreading disinformation using elements such as false testimonials or endorsements, conspiracy theories, such as bait and switch or clickbait. Nor should they knowingly support, engage in, facilitate or fund illegal activities (see [ICC statement on misplaced digital ads](#)).

Article 5 – Truthfulness

Marketing communications should be truthful and not misleading.

Marketing communications should not contain any claim likely to mislead the consumer, regardless of how it is conveyed – by text, sound, visual elements or any combinations thereof – and regardless of how the misleading effect occurs – directly or by implication, omission, ambiguity or exaggeration. The combination of elements used in a marketing communication provides the net impression of a claim and control how it is interpreted.

This applies especially, but is not limited to:

- characteristics of the product which are material, i.e., likely to influence the consumer's choice, such as the nature, composition, method and date of manufacture, range of use, efficiency and performance, benefits, quantity, commercial or geographical origin, or environmental, social or economic impact
- the value of the product, the total price and taxes to be paid by the consumer
- terms for the delivery, provision, exchange, return, repair and maintenance
- terms of guarantee
- the full provision, activation or automatic renewal of a subscription or service, copyright and industrial property rights such as patents, trademarks, designs, models, trade names and other distinguishable marks
- compliance with certification and standards or any other use of quality marks, logos (e.g. environmental, sustainable) or recognition symbols
- official recognition or approval, awards such as medals, prizes, and diplomas
- sponsorship, agreement or cooperation with a particular company or brand
- the extent of benefits for charitable causes
- respect of human rights or sustainable behaviour

Audiovisual materials such as photos, video, sounds or other illustrations that are likely to mislead the consumer with regard to either a product's characteristics, performance, benefits, quality and effects to be expected, or the association of a person or organisation with the product, should not be used, including where these are misleading because they have been altered or enhanced (e.g., AI generated or by so-called photo and video editing).

Communications that reflect specific commitments or goals that are aspirational in nature and not likely to be met until many years in the future, (e.g., carbon negative, climate positive, diversity, equality, well-being etc.), require that the company is able to demonstrate, in concrete terms, that it has a reasonable capacity and

methodological approach to meet such a commitment. Qualifiers should be included if elements or impacts will occur in the future.

Article 6 – Substantiation

Marketers should have a reasonable basis for making claims relating to verifiable facts at the time the claim is made. Claims that state or imply that a particular level or type of substantiation exists should have at least the level of substantiation advertised. Supporting documentation should be provided promptly upon request to the self-regulatory organisations responsible for the application and enforcement of the Code. The standard of proof required generally depends on factors such as the type of claim, the product, the consequences of a false claim and the benefits of a truthful claim.

Substantiation should be based on documentation, tests or other factual evidence that is valid, reliable and sufficiently precise to support the claim made. In the absence of required substantiation, the claim would be regarded as misleading.

Regarding substantiation of environmental claims, see Article D1.

Article 7 – Identification and transparency

Marketing communications, regardless of format or medium, should be easily identifiable, allowing consumers to clearly distinguish between commercial and non-commercial content.

Identification disclosures should be prominent, clear, easily legible and appear in close proximity to the commercial message where they are unlikely to be overlooked by consumers.

Marketing communications should be transparent about their true commercial purpose, and not misrepresent it. Hence, a communication promoting the sale of goods, or the contracting of a service should not be disguised, for example as news, editorial matter, market research, consumer surveys, consumer reviews, user-generated content, private blogs, private postings on social media or independent reviews etc.

In the case of mixed content, such as with news or editorial matter or social media, the marketing communication element should be made clearly distinguishable as such, and its commercial nature should be transparent. It should be so presented that it is readily and immediately recognisable as a marketing communication and where appropriate, labelled as such.

Article 8 – Identity of the marketer

The identity of the marketer should be transparent.

Marketing communications should, where appropriate, include contact information to enable the consumer to get in touch with the marketer without difficulty.

The above does not apply to communications with the sole purpose of attracting attention to communication activities to follow (e.g., “teaser advertisements”).

Article 9 – Use of technical or scientific data and terminology

Marketing communications should not:

- misuse technical data, e.g. research results or quotations from technical and scientific publications.
- present statistics in such a way as to exaggerate the validity of a claim.

- use scientific terminology or vocabulary in such a way as falsely to suggest that a claim has scientific validity, or misuse any label, symbol, logo, or seal to that effect.

Article 10 – Use of “free”

The term “free”, e.g., “free gift” “free trial” or “free offer”, should be used only:

- where the offer involves no obligation whatsoever, or
- where the only obligation is to pay the delivery costs which should not exceed the cost estimated to be incurred by the marketer, should be disclosed upfront, or
- in conjunction with the purchase of another product, provided the price of that product has not been increased to cover all or part of the cost of the offer.

Where free trial, free subscription and similar offers, e.g., an introduction at reduced price, convert to paid transactions at the end of the period, the terms and conditions of the paid conversion should be clearly, prominently and unambiguously disclosed before the consumer accepts the offer. Likewise, where a product is to be returned by the consumer at the end of the free period it should be made clear at the outset who will bear the cost. The procedure for returning the product should be simple, and any time limit should be clearly disclosed. See also Article C12 Right of withdrawal.

Article 11 – Presentation of the offer

The terms and conditions of any offer including the identity of the marketer, full name and address along with information on how to ask questions or lodge complaints should be transparent to consumers. There should be a clear process which leads to the necessary steps to place an order, purchase, conclude a contract or any other commitment. Wherever appropriate, the essential points of the offer should be simply and clearly summarised together in one place. Essential points of the offer may be clearly repeated but should not be scattered throughout an extensive presentation.

Offers should not be presented in a manner that conceals or obfuscates material factors, e.g. price, additional costs, availability or other essential sales conditions, likely to influence consumers’ decisions.

Any image, sound or text which, by its size, volume or any other visual characteristic, is likely to materially reduce or obscure the legibility and clarity of the offer should be avoided. When an offer involves different choices those should be clear and unambiguous, and their consequences easy to understand for consumers.

When the presentation of an offer also features products not included in the offer, or where additional products need to be purchased to enable the consumer to use the product on offer, this should be made clear in the original offer. For offers involving promotional items, see Chapter A: Sales Promotion.

Before making any commitment, consumers should be able to easily access the information needed to understand the exact nature of the product and all conditions of the offer, as well as their rights and how to exert them. Marketing communications inviting consumers to contact the marketer for further information of an offer should be transparent on the cost of communications therefore (see also Article C4)

Where appropriate, the marketer should respond by accepting or rejecting the consumer’s order.

The fulfilment of any obligation arising from the offer should be prompt and efficient.

Article 12 – Automatic renewals

Advertising and marketing materials should clearly indicate when products are available as an automatic renewal rather than a one-time purchase⁵.

The communication should not be misleading as to how the mechanism works or its consequences. The terms of renewal should be easily accessible for consumers before making any purchase. Where an automatic renewal begins with a free trial or other introductory offer Article 10 applies.

Article 13 – Use of “guarantee”

Marketing communications should not state or imply that a “guarantee”, “warranty” or similar terms, provide extra consumer rights additional to those provided by law unless they genuinely do. The terms of any guarantee or warranty, including the guarantor’s name and address, should be easily available to consumers and limitations on consumer rights or remedies, where permitted by law, should be transparent and prominently visible.

Article 14 – Comparisons

Marketing communications containing comparisons should be carefully designed so as not to mislead and should comply with the principles of fair competition. Points of comparison should be based on verifiable facts. Product or price advantages that are demonstrable per se should not be exaggerated or overdramatised. Comparisons should be clear whether they are to a competitor’s product or to another version of the same product.

Article 15 – Exploitation of goodwill

Marketing communications should not make unjustifiable or unauthorised use of the name, initials, logo and/or trademarks of another firm, company or institution. Marketing communications should not in any way take undue advantage of another firm’s, individual’s or institution’s goodwill in its name, brands or other intellectual property, or take advantage of the goodwill earned by other marketing campaigns without obtaining prior consent.

Article 16 – Imitation

Marketing communications should not imitate another marketer’s work in a manner that is likely to mislead or confuse the consumer. This includes similarities in general layout, text, slogan, visual treatment, music or sound effects.

Where a marketer has established a distinctive marketing communications campaign in one or more markets, other marketers should not imitate that campaign in other markets where the original marketer might operate. This will consequently prevent blocking the expansion of the campaign to those markets within a reasonable period of time.

⁵ See [ICC Principles on Automatic Subscription Renewals](#). Essentially, marketers should obtain consumers’ consent to the material terms of an automatic renewal at the start of the contract.

Article 17 – Denigration

Marketing communications should not denigrate any person or group of persons, firm, organisation, industrial or commercial activity, profession or product, or seek to bring it or them into public contempt or ridicule.

Article 18 – Testimonials and endorsements; Influencer marketing communications

18.1 General principles

Marketing communications should not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant. Testimonials or endorsements, including influencer marketing communications, which have become obsolete or misleading through passage of time should not be used. The sponsored nature of a testimonial or endorsement should be made clear through an appropriate disclosure if the form and format of the communication would not otherwise be understood to constitute a sponsored message.

18.2 Influencer marketing communications

All influencer marketing communications (including promotions of an influencer’s own products) should be designed and presented in such a way that it is immediately identifiable as such. Identification should be appropriate to the medium and message, particularly in the context of social media. Marketers and their influencers, as well as creators, should ensure the content is properly presented as marketing communications in accordance with the principles of identification and transparency (see Article 7).

Content uploaded concerning third parties constitutes a marketing communication only if the influencer has received some form of compensation from the brand, whether financial or through other arrangements and this should be immediately clear from the context or the content.

Each time the communication is shared, the connection between the marketer and the influencer should be transparent. Affiliate links to products on external third-party websites should be disclosed as such and their commercial nature transparent.

In addition to the provisions in Article 7, identification disclosures should not be obscured by or hidden among other content. General disclosures on websites, in the terms and conditions at the end of a piece of content, buried in a string of hashtags, or in the ‘see more’ section are not sufficient.

Marketers should make sure that influencer marketing communications posted on their behalf include relevant qualifiers or statements to avoid misleading consumers about the standards, qualities, attributes, costs or other features of the product involved.

Influencers should not create social media posts or other messages alleging the content is sponsored by a business when they have no agreement with the brand. Such false statements should be regarded as marketing communications promoting the influencer’s own activity or brand, and hence as misleading (see Article 5).

18.3 Use of minors

When the influencer is a minor⁶, marketing communications should be based on a contract providing for explicit parental or guardian consent and protecting the minor against any undue exploitation.

⁶ The term minors here refers to persons of such age that they, under the applicable law, lack legal capacity to enter into a binding agreement, e.g. an influencer contract with a marketer.

Marketers should respect the requirements set out in Chapter E concerning the privacy of children, teens and minors.

Marketing communications should clearly disclose the connection to the marketer, including if relevant, that the minor is receiving economic or other compensation. All content featuring minors should be age-appropriate and free from inappropriate products, language, themes, or behaviour.

Further on the special responsibility for children and teens, see Chapter E – Children and teens.

Article 19 – Portrayal or imitation of persons and references to personal property

Marketing communications should not portray or refer to any persons, whether in a private or a public capacity, unless prior permission has been obtained from that person; nor should marketing communications without prior permission depict or refer to any person's property in a way likely to convey the impression of a personal endorsement of the product or organisation involved.

Article 20 – Children and teens

Special care should be taken in marketing communications directed to or featuring children or teens. Marketing communications should not exploit the natural credulity of children or the lack of experience of teens and should not strain their sense of loyalty. In directing marketing communications to children and/or teens, the principles of this Code should be applied with due regard to the age and other characteristics of the actual target group, their differing cognitive abilities, and developing personal privacy rights independent of parents or guardians.

Marketers should respect standards and laws prohibiting the marketing of products that are subject to age restrictions such as alcoholic beverages, gambling and tobacco to minors⁷.

For further specific rules, see Chapter E – Children and teens.

Article 21 – Safety and health

Marketing communications should not, without justification on educational or social grounds, contain any visual portrayal or any description of potentially dangerous practices, or situations which show a disregard for safety or health, as defined by local national standards. Instructions for use should include appropriate safety warnings and, where necessary, disclaimers. Children should be shown to be under adult supervision whenever a product or an activity involves a safety and/or health risk.

Information provided with the product should include proper directions for use and full instructions covering health and safety aspects whenever necessary. Such health and safety warnings should be made clear by the use of pictures, sound, text or a combination of these.

Article 22 – Data protection and privacy

When collecting personal data from individuals, care should be taken to respect and protect their privacy by complying with relevant rules and regulations.

All processing of personal data for the purposes of this code should:

- respect and value the privacy of the individuals'

⁷ The term minor here refers to those below the legal purchase age, i.e., the age at which national legislation permits the purchase or consumption of such restricted products. In countries where purchase age and consumption age are not the same, the higher age applies in relevant markets.

- be adequate, relevant and not excessive
- be clear and transparent with individuals about their personal data collection, use and disclosure practices
- respect a direct expression of an individual's preference regarding the use of their personal data for marketing communications made through channels that the marketers should provide for such purposes
- implement reasonable technical and procedural safeguards to protect personal data from unauthorised access, modification, misuse, disclosure, or loss
- ensure that relevant information pertaining to the collection and processing of personal data from children, is communicated in an age-appropriate way to the child and consent to process that information is provided by a parent or legal guardian

Article 23 – Unsolicited products and undisclosed costs

Marketing communications associated with the practice of sending unsolicited products to consumers who are then asked for payment (inertia selling), including statements or suggestions that recipients are required to accept and pay for such products, should not be used.

Marketing communications which solicit a response constituting an order for which payment will be required (e.g., an entry in a publication) should make this unambiguously clear.

Marketing communications soliciting orders should not be presented in a form which might be mistaken for an invoice, or otherwise falsely suggest that payment is due.

For specific rules on respecting consumers' wishes, see chapter C, article C6.

Article 24 – Code responsibility

Marketers have overall responsibility for their marketing communications.

The responsibility to respect the rules of the Code also applies to other participants in the marketing ecosystem to an extent commensurate with their respective activities, and level of expected professional knowledge and control, including but not limited to agencies, media, market influencers, bloggers, vloggers, affiliate networks, data analytics, social/digital media platforms and ad tech companies as well as those responsible for preparing algorithms and the use of artificial intelligence for marketing communications purposes.

The principle of responsibility is further explained under Code Responsibility in section II, Scope and Application of this code.

Article 25 – Correction and redress for contravention of the Code

Subsequent correction and/or redress for a contravention of the Code, by the party responsible, is desirable but does not excuse the contravention.

Article 26 – Respect for self-regulatory decisions

No one, programme or machine in the marketing eco-system should be knowingly involved in the publication, delivery or distribution of any marketing communications deemed unacceptable by the relevant self-regulatory body. Marketing communications obviously contravening the applicable self-regulatory rules should not knowingly be accepted and if already published be removed promptly.

All parties should include a clause in their contracts and other agreements pertaining to marketing communication, committing signatories to comply with the applicable laws and self-regulatory rules, and to respect decisions by the relevant self-regulatory body and support its operation.

In countries where no effective self-regulatory codes and arrangements exist, contracts and other agreements should include a clause committing signatories to comply with the current ICC Code.

5. Detailed Chapters

Chapter A – Sales Promotion

This Chapter is to be read in conjunction with the General Provisions (Section IV above), as well as Sections II and III on Scope and Application, and General Definitions. This Chapter is a subset and a further specification of the principles set out in the General Provisions, which all apply to sales promotions. Terms used here have the same meaning as in the General Definitions, unless stated otherwise. Terms specific to sales promotions are defined below.

Scope and application of Chapter A

This chapter applies to marketing devices and techniques which are used to make products more attractive by providing some additional benefit (promotional item), whatever its form, or the expectation of such a benefit. Promotional activities are covered whether a purchase is required for participation, or not. The chapter applies irrespective of the form of distribution or of media or technology used. It also applies to sales and trade incentive promotions by analogy, and to editorial promotional offers and to those made by any other forms of media.

This chapter applies to a sales promotion regardless of who is producing it, or how it is produced and executed. Thus, the rules cover promotional practices where algorithms or other artificial intelligence instruments are being used. They also cover all the different ways a sales promotion may be brought to the market and advertised, including through social media or with the help of influencers and affiliate networks. In addition to Article 24 of the General Provisions, the responsibility falling on actors involved is regulated in Article A10.

For the purpose of this Code sales promotions are per se regarded as a means of marketing communication (see Definitions). They consist of various elements that are integral parts of the activity or campaign, advertising included.

Promotions are usually temporary activities, but the chapter also applies to the long-term and permanent use of promotional techniques.

The chapter covers all forms of sales promotion whether physical or digital, including:

- premium offers of all kinds
- reduced price and free offers, money back guarantee offers, as well as bonus schemes, loyalty programmes, and personalised price reductions; regarding free trials and similar offers, see Article 10 of the General Provisions
- the distribution of stamps, reduction codes, coupons, vouchers and samples, regardless of how that is being organised
- cross promotions and charity-linked promotions
- prize promotions of all kinds, including incentive programmes
- promotional elements used in connection with other marketing communications, such as direct marketing or sponsorships
- in-store promotions, physical or on-line
- event promotions
- sampling promotions

The chapter does not cover the routine distribution of product supplements or accessories of a non-promotional nature.

Terms specific to sales promotion

The following definitions relate specifically to this chapter and should be read in conjunction with the General Definitions. The term:

- **"consumer"** refers to any person, company or organisation to whom any sales promotion is directed or who receives a benefit from it, either financially or in kind
- **"intermediary"** refers to any person, company, or organisation, other than the promoter, engaged in the creation or implementation of any form of sales promotion
- **"main product"** refers to the goods or services (or combination thereof) being promoted
- **"prize promotion"** refers to any skill contest, prize draw or any other winner selection mechanism used in conjunction with a sales promotion activity
- **"promoter"** refers to any person, company or organisation by whom or on whose behalf a promotion is initiated
- **"promotion"** means any commercial activity that by offering a promotional item encourages the purchase of a product or raises awareness
- **"promotional item"** refers to any goods or services (or combination thereof, and including digital items and software) offered for a promotional purpose

Depending on the circumstances, any producer, wholesaler, retailer or other person in the marketing process may be a promoter, intermediary and/or consumer for the purposes of a particular sales promotion.

Article A1 – Principles governing sales promotions

All sales promotions should interact with consumers in a fair, transparent, respectful and honourable way while upholding the Code's data protection and privacy principles:

- the design and implementation of sales promotions should align with the consumers' reasonable expectations as set by the promotion
- the administration of sales promotions and the fulfilment of any obligation arising from them should be prompt and efficient and consistent with the presentation of the promotion
- the terms and conduct of all sales promotions should be transparent to all participants.
- all sales promotions should be framed in a way which is fair to competitors and others in the market
- sales promotions that primarily target children or teens should comply with Chapter E – children and teens
- no promoters, intermediaries or others involved should do anything likely to bring sales promotions into disrepute

Article A2 – Transparency and terms of the offer

Sales promotions should be transparent. This means that the terms of the offer should be easily identifiable, accessible and straightforward for the consumer, inclusive of any restrictions and limitations. Measures should be taken to avoid exaggerating the value of any promotional item or obscuring or minimising the price of the main product.

Article A3 – Presentation

Sales promotions should not be designed or presented in a manner that is likely to be misleading about value, nature or participation process.

Article A4 – Administration of promotions

Sales promotions should be administered using appropriate resources and supervision and should incorporate proper safeguards to ensure that the offer’s administration aligns with the reasonable expectations of consumers.

In particular:

- promotional items should be sufficient to meet anticipated demand consistent with the terms of the offer. If delay or any other change is unavoidable, consumers should be advised promptly, and necessary steps taken to adjust the promotion of the offer
- promoters should be able to demonstrate that they have made a reasonable estimate of the expected response before the event. Phrases like “Subject to availability” and similar may be used when demand is significantly difficult to calculate, but not as a general means to relieve the promoter from the obligation to meet consumers’ legitimate expectations
- when the acquisition of the promotional item is dependent on a purchase or multiple purchases, promoters should ensure promotional items are sufficiently available to match the number of purchases being made, also see Article A6 under Information requirements
- defective goods or inadequate services should be replaced, or appropriate financial compensation given. Any proven expenses reasonably incurred by consumers directly due to such deficiencies, should be refunded upon request as soon as possible
- complaints should be efficiently and properly handled

Article A5 – Safety and suitability

Care should be taken to prevent promotional items, if used correctly, from exposing consumers, intermediaries, or any other persons or their property to any harm or danger. Where appropriate promotional items should be accompanied by any necessary warnings and safety advice. Promoters should ensure that their promotional activities are consistent with the principles of environmental and social responsibility and in particular take reasonable steps to prevent unsuitable, inappropriate or age-restricted materials from reaching children.

Article A6 – Presentation to consumers

Complex rules should be avoided. Rules should be drawn up in language that consumers can easily understand. The chances of winning prizes should not be overstated.

Where consumers are prompted to engage with content by clicking on a link, or using a similar mechanism, like voice or movement activation, it should be made clear beforehand what the outcome will be, e.g. by specifying the form and nature of the offer. Deceptive practices like “click to reveal code” only to present an offer, should not be used.

Information requirements

Sales promotions should be presented so that consumers are informed beforehand of any conditions likely to influence their decision to purchase. Consumers should be able to easily access the terms and other essential information, in particular when accepting the offer.

Information should include, where relevant and having regard to the medium used:

- detailed and clear instructions on how to obtain or participate in the promotional offer, including the conditions for receiving promotional items, liability for associated costs, or taking part in prize promotions
- the main characteristics of the promotional items being offered
- any time limit on taking advantage of the promotional offer

- any restrictions on participation (e.g. geographical, employment in a particular company, sector or activity or age-related), availability of promotional items, or stock limitations. In the case of limited availability, e.g. due to unexpectedly high demand or any other exceptional circumstance, the consumer should be informed about alternative arrangements or refunding policies
- the value of any financial substitutes offered like vouchers, coupons, discount codes or stamps offered where a monetary alternative is available
- any requirements such as automatic renewals or subscriptions
- any use of data and privacy clauses
- any costs involved, including shipping and handling fees taxes, tariffs or duties and payment terms

The promotor's full name and address along with information on how to ask questions or lodge complaints. Promotions claiming to support a charitable cause should not exaggerate the contribution derived from the campaign. Consumers should be informed, before purchasing the promoted product, how much of the price will be allocated for the cause or the total donation amount.

Free entry claims should be used only if the consumer's path to access is charged at a standard rate, meaning the consumer will not incur any communication cost beyond the maximum of that rate. If a premium rate is applied, this should be clearly disclosed.

Information in prize promotions

Where a sales promotion includes a prize promotion, the following information should be given to consumers, and be available prior to participation and not conditional on purchasing the main product:

- an overview of the entry process
- any rules governing eligibility to participate in the prize promotion, as well as any use of data and privacy implications
- costs associated with participation, excluding communication costs at or below standard rate (mail, telephone and other devices)
- restrictions or limitations on the number of entries
- The number, value and nature of prizes to be awarded. If a cash alternative is available instead of a prize, that should be communicated
- for skills contests, the nature of the contest and the criteria for judging the entries
- the procedure for selecting winners and awarding prizes
- the starting and closing dates of the competition
- the timeline and procedure for notifying winners and publicising results
- where appropriate, information that prizes may be subject to tax
- the procedure and time frame for collecting prizes
- where a jury is involved, the composition of the jury, or the criteria for selecting its members
- if winners' images, quotes, audiovisual content or winning contributions will be used in post-event activities and the terms for their use

Article A7 – Presentation to intermediaries

Sales promotions should be executed according to plan so as to meet consumers' legitimate expectations. Promotions should be clearly presented so intermediaries involved can evaluate the services and commitments required of them. Detailed information should be provided on:

- the organisation, structure and scope of the promotion, including schedule and time constraints
- how the promotion will be presented to the trade and to the public
- the conditions for participation
- the financial implications for intermediaries
- any special administrative duties required of intermediaries

Article A8 – Particular obligations of promoters

Interests of intermediaries and employees

Sales promotions should be devised and administered with due regard to the legitimate interests of intermediaries and should respect their freedom of decision. Promotions should not unfairly interfere with intermediaries' other business activities, including any contractual relationship between an intermediary and consumers. Employees of intermediaries should not be invited to assist in any promotion without prior permission of their employer.

Timely delivery of products and materials to intermediaries

All products, including promotional items and other relevant material, should be delivered to intermediaries within a timeframe that aligns reasonably with any time restrictions placed on the promotional offer.

Article A9 – Particular obligations of intermediaries

Honesty

Sales promotions which have been accepted by the intermediaries should be fairly and honestly managed, and properly administered by them and their employees.

Misrepresentation

Sales promotions that place any specific responsibilities on the intermediaries should be managed by them in a way that avoids any potential misrepresentation of the offer's terms, value, eligibility, limitations or availability.

Intermediaries should specifically adhere to the plan and conditions as outlined by the promoter. No changes to the agreed arrangements, such as modifying the time-limit, should be made by the intermediary without the prior consent by the promoter.

Article A10 – Responsibility

Promoters bear the primary responsibility for observing the Code, assuming the ultimate responsibility for all aspects of their sales promotions, of whatever kind, delivery or content.

Anyone taking part in the planning, creation, implementation or execution of any sales promotion has a degree of responsibility, as defined in Article 24 of the General Provisions.

This responsibility includes ensuring Code compliance towards intermediaries, consumers, and any other parties affected or likely to be affected by the promotion.

Chapter B – Sponsorship

This Chapter is to be read in conjunction with the General Provisions (Section IV above), as well as Sections II and III on Scope and Application, and General Definitions. This Chapter is a subset and a further specification of the principles set out in the General Provisions, which all apply to sponsorships. Terms used here have the same meaning as in the General Definitions, unless stated otherwise. Terms specific to sponsorships are defined below.

Scope of Chapter B

This chapter applies to all forms of sponsorship relating to corporate image, brands, products, individuals (“talent”), activities, or events of any kind. It includes sponsorship by both commercial and non-commercial organisations, including sponsorship elements forming part of other marketing activities such as sales promotion or direct marketing. Furthermore, these rules, as well as the General Provisions, apply regardless of how sponsorships are created, modified or delivered, i.e., whether by humans or through automated means, such as AI and algorithms.

The rules also apply to any sponsorship element of corporate social responsibility programmes, often referred to as “partnerships”. Activities owned or delivered by sponsors should comply, to this chapter’s principles.

This chapter does not apply to product placement⁸, or to funding which lacks a commercial or communication purpose, such as donations or patronage, except where there is a sponsorship element.

Terms specific to sponsorship

The following definitions relate specifically to this chapter and should be read in conjunction with the general definitions contained in the General Provisions:

- the term “**audience**” refers to the public, individuals or organisations to which a sponsorship property is directed
- the term “**donations and patronage**” refers to forms of altruism where money or goods may be given, with only negligible or no benefits, recognition or commercial return
- the term “**media sponsorship**” refers to sponsorship of a media property (e.g. television or radio broadcast, publication, cinema, internet, mobile or other telecommunication technology)
- the term “**product placement**” refers to the inclusion of a product or brand so that it is featured within the content of a programme, film or publication, including online material, normally in return for payment or other valuable consideration to the programme or film producer, publisher or licensee
- the term “**sponsor**” refers to any corporation or other legal entity providing financial or other sponsorship support
- the term “**sponsor-owned activity**” refers to a property which appears to be a sponsorship but where the sponsor and the sponsored party are the same entity; for instance an event created and owned by a company/organisation for which it also has the intention or effect of being perceived as the sponsor of the event
- the term “**sponsorship**” refers to any commercial agreement by which a sponsor, for the mutual benefit of the sponsor and sponsored party, contractually provides financing or other support in order to establish an association between the sponsor’s image, brands or products and a sponsorship property, in return for rights to promote this association and/or for the granting of certain agreed direct or indirect benefits

⁸ Insofar as product placements constitute marketing communications the General Provisions of the Code apply.

- the term “**sponsored party**” or “rights holder” refers to any individual or other legal entity owning the relevant rights in the sponsorship property and receiving direct or indirect support from a sponsor in relation to the sponsorship property
- the term “**sponsorship property**” refers to an event, activity, organisation, individual, media or location.

Article B1 – Principles governing sponsorship

All sponsorship should be based on contractual obligations between the sponsor and the sponsored party.

Sponsors and sponsored parties should set out clear terms and conditions with all other partners involved, to define their expectations regarding all aspects of the sponsorship deal.

The terms and conduct of sponsorship should be based upon the principle of good faith between all parties to the sponsorship.

There should be clear communication about the specific rights available for sponsorship from the rights holder, including the timing of the sponsorship commitment and the scale of coverage, such as territory. Sponsored parties should retain the sole discretion to determine the value of the sponsorship rights they offer and the suitability of a potential sponsor.

Furthermore, both parties should reserve the right to terminate the sponsorship agreement based on the terms outlined in the contract.

Article B2 – Autonomy and self-determination

Sponsorship should respect the autonomy and self-determination of the sponsored party in the management of its own activities and properties, as long as the sponsored party meets the requirements set in the sponsorship agreement and those actions do not damage the reputation of the sponsor.

Article B3 – Imitation and confusion

Both sponsors and sponsored parties, along with anyone else involved, should avoid imitation of other sponsorships if it could mislead or cause confusion, even with non-competing products, businesses or events.

Article B4 – “Ambushing” of sponsored properties

No party should falsely pretend, associate or mislead to be a sponsor of any event or media coverage of an event, whether sponsored or not, unless they are indeed an official sponsor.

The sponsor and sponsored party should each make sure that any actions they take against ‘ambush marketing’ are proportionate and do not damage the reputation of the sponsored property, event or image, or unfairly affect the general public.

Article B5 – Respect for the sponsorship property and the sponsor

Sponsors should take particular care to protect the unique features including artistic, cultural, sporting or other content of the sponsorship property. They should avoid any abuse of their position which might damage the identity, dignity, or reputations of the sponsored party or the sponsorship property.

The sponsored party should not harm, obscure, deform or bring into disrepute the image or trademarks of the sponsor, or risk damaging the goodwill or public esteem associated with them.

Article B6 – The sponsorship audience

The audience should be clearly informed of the existence of a sponsorship with respect to a particular event, activity, programme, including branded giveaways and similar, or person and the sponsor's own message should not be likely to cause offence. Any posts on social media by the sponsored party should be transparent and properly identified. The sponsor should also be mindful of the professional values of the sponsored party and audience.

This article is not, however, intended to discourage sponsorship of avant-garde or potentially controversial artistic/cultural activities, or to encourage sponsors to exercise censorship over a sponsored party's message.

Branded sponsorship or entertainment events that primarily target children or teens should comply with Chapter E – Children and Teens.

Article B7 – Data capture/data sharing

If personal data is used in connection with sponsorship, the provisions of article 19 are applicable.

Article B8 – Artistic and historical objects

Sponsorship should not put art or historical items at risk. Where a sponsorship is meant to protect, restore, or maintain cultural, artistic or historical properties or spread awareness about them, it should respect the public interest in them.

Article B9 – Social and environmental sponsorship

Both sponsors and sponsored parties should take into consideration the potential social or environmental impact of the sponsorship when planning, organising and carrying out the sponsorship.

If a sponsorship message claims to have a positive social or environmental effect (or less harm), it should be backed up with evidence of actual benefits. Parties to the sponsorship should respect the principles set out in the ICC Business Charter for Sustainable Development⁹.

If the sponsorship makes any environmental claims, they should align with the rules in Chapter D and the ICC Framework for Responsible Environmental Marketing Communications.

Article B10 – Charities and humanitarian sponsorship

Sponsorship of charities and other humanitarian causes should be undertaken with sensitivity and care, to ensure that the work of the sponsored party is not adversely affected.

Article B11 – Multiple sponsorship

Where an activity or event requires or allows several sponsors, the individual contracts and agreements should clearly set out the respective rights, limits and obligations of each sponsor, including, but not limited to, details of any exclusivity.

⁹ Available from www.iccbo.org

In particular, each member of a group of sponsors should respect the defined sponsorship fields and the allotted communication tasks, avoiding any interference that might conflict with another sponsor's rights to the property.

The sponsored party should inform any potential sponsor of all the sponsors already a party to the sponsorship. The sponsored party should not accept a new sponsor without first ensuring that it does not conflict with any rights of sponsors who are already contracted and, where appropriate, informing the existing sponsors.

Article B12 – Media sponsorship

The content and scheduling of sponsored media properties should not be unduly influenced by the sponsor so as to compromise the responsibility, autonomy or editorial independence of the broadcaster, programme producer or media owner, unless the sponsor is legally allowed to be the producer, media owner, or funder.

Sponsored media properties should be identified as such, i.e. by clearly showing the sponsor's name and/or logo at the start, during and/or at the end of the programme or content. This also applies to online and in social media, including any influencer involvement.

Particular care should be taken to ensure that there is no confusion between sponsorship of an event or activity and the media sponsorship of that event, especially where different sponsors are involved.

Article B13 – Responsibility

Since sponsorship is a mutual agreement, the onus for observing the Code falls jointly on the sponsor and the sponsored party, who together share the ultimate responsibility for all aspects of the sponsorship, whatever its kind or content. Anyone taking part in the planning, creation or execution of any sponsorship has a degree of responsibility, as defined in article 24 of the General Provisions, for ensuring the observance of the Code towards those affected, or likely to be affected, by the sponsorship.

Chapter C – Data Driven Marketing, Digital Marketing And Direct Marketing Communications

This Chapter is to be read in conjunction with the General Provisions (Section IV above), as well as Sections II and III on Scope and Application, and General Definitions. This Chapter is a subset and a further specification of the principles set out in the General Provisions, which all apply to data driven marketing, digital marketing and direct marketing communications. Terms used here have the same meaning as in the General Definitions, unless stated otherwise. Terms specific to data driven marketing, digital marketing and direct marketing communications are defined below.

Scope of Chapter C

Unless specifically indicated otherwise, this chapter applies to all participants in the data driven marketing, digital marketing and direct marketing eco-system and their marketing communications activities. It sets standards of ethical conduct to be followed by all parties involved in data driven, digital and direct marketing communications.

These rules, as well as the General Provisions, apply regardless of how marketing communications are created, modified or delivered, i.e., whether by humans or through automated means, such as AI and algorithms. Those employing such automated technologies should exercise due oversight to ensure that they meet ethical standards and maintain compliance with the Code, commensurate with their role in the process (see Article C1, Responsibility).

The rules are designed to be technology neutral and future proof. Companies should seek to apply the Code as soon as possible to new technologies.

Due to the rapidly changing and developing nature of digital interactive media, additional guidance regarding interpretation and application of these rules is made by the ICC where necessary and can be found on the ICC [website's page](#) concerning Marketing Communications and Advertising codes.

Terms specific to data driven marketing, digital marketing and direct marketing communications

Further definitions are found in Article C14 on telemarketing and Article C17 on interest-based advertising (IBA):

- the term **“data driven marketing”** is the communication, by whatever means, of advertising or marketing material based on the processing of data (personal or non-personal) acquired through direct interactions with individuals or through third parties to gain insights on, for example, customer interests, trends and behaviors
- the term **“digital marketing communications”** refers to marketing communications, using digital advertising or digital interactive media, including virtual universes, platforms and channels, intended primarily to promote products or to influence consumer behaviour
- **“direct marketing”** is the communication, by whatever means, of advertising or marketing material carried out by a direct marketer itself or on its behalf, and which is delivered to particular individuals using their personal contact information (including mailing address, telephone number, email address, fax, personal social media account handle, and the like, but for the avoidance of doubt, excluding online advertising displayed within a website, app or other property visited by the individual)
- the term **“operator”** refers to any individual or legal entity other than the marketer, that provides a data driven marketing, digital marketing or direct marketing communications service for or on behalf of the marketer

- the term “**right of withdrawal**” refers to the consumer’s right to resend any goods to the seller, or to cancel the order for services, within a certain time limit and thus annul the sale

General Provisions For Data Driven Marketing, Digital Marketing And Direct Marketing Communications

Article C1 – Responsibility

As defined in Article 24 (Code Responsibility) of the General Provisions, whatever the nature of the activity, medium or technology, responsibility for data driven, digital and direct marketing activities is shared by all the parties concerned, commensurate with their respective role in the process and within the limits of their respective functions.

All parties concerned need to take into account that responsibility also applies to other participants in the data driven marketing, digital marketing and direct marketing eco-system including:

- operators, telemarketers or data controllers, or their digital ad agencies, other service providers and their subcontractors, who contribute to the activity or communication
- interest-based advertising, data analytics and ad technology companies; publishers, platforms and channels, media-owners, affiliate networks or contractors who publish, transmit or distribute the offer or any other marketing communication
- market influencers, bloggers and vloggers
- those responsible for preparing algorithms for marketing communications, and
- and those responsible for designing virtual universes

Article C2 – Identification and transparency

Marketing communications should be properly identified, subject descriptors should be accurate and the commercial nature of communications, as well as the identity of the marketer, should be transparent to consumers in accordance with Articles 7-8 of the General Provisions.

Article C3 – Presentation of the offer

The terms of offers should be presented in a transparent and understandable manner in accordance with Article 11 (Presentation of the Offer) of the General Provisions.

Article C4 – Transparency on cost of communication

Where the cost to consumers of accessing a message or communicating with the marketer is higher than the standard cost of that mode of communications, e.g. “premium rate” for an online message, connection or telephone number, this cost should be made clear to consumers, expressed either as “cost per minute,” “cost per message,” “message or data rates may apply,” or other similar means likely to be understood by the consumer. When this information is provided on-line, consumers should be clearly informed of applicable charges at the time when they are about to access the message or online service and be allowed a reasonable period of time to disconnect without incurring the charge.

Where a communication involves such a cost, the consumer should not be kept waiting for an unreasonably long time in order to achieve the purpose of the communication and calls should not be charged until the consumer can begin to fulfil that purpose.

Such costs should not be charged for calls or other types of interactions aimed at making a complaint or receiving information on an ongoing order process.

Article C5 – Respect for children

All parties involved in the creation and targeting of data driven, digital and direct marketing communications should take special care to comply with Article 22 of the Code on data protection and privacy, Article C.17.8 and Chapter E pertaining to marketing communications directed to or featuring children or teens.

Direct Marketing

The following articles apply specifically to direct marketing:

Article C6 - Respecting the wish not to receive communications

Marketers should respect a consumer's wish not to receive direct marketing communications by e.g. signing on to a preference system or utilising another system. Marketers who are communicating with consumers internationally should avail themselves of the appropriate preference service in the markets to which they are addressing their communications and respect consumers' wishes not to receive such direct marketing communications (see also General Provisions, Article 22, data protection and privacy).

Direct marketing sent electronically should include a clear and simple mechanism enabling the consumer to freely express the wish not to receive future solicitations.

Article C7 – Prices and credit terms

Whether payment for the offer is on an immediate sale or instalment basis, the price and terms of payment should be clearly stated in the offer, together with the nature of any additional charges (such as, handling, taxes, postage etc.) and, whenever possible, the total amount of such charges.

In the case of sales by instalment, the credit terms, including the amount of any deposit or payment on account, the number, amount and periodicity of such instalments and the total price compared with the immediate selling price, and interest if any, should be clearly shown in the offer.

Unless the duration of the offer and the price are clearly stated in the offer, prices should be maintained for a reasonable period of time.

Article C8 – Fulfilment of orders

Unless otherwise stipulated in the offer, orders should be fulfilled within 30 working days of receipt of the order from the consumer. The consumer should be informed of any undue delay as soon as it becomes apparent. In such cases, any request for cancellation of the order by the consumer should be granted.

Article C9 – Substitution of products

If a product becomes unavailable for reasons beyond the control of the marketer or operator, another product may not be supplied in its place unless the consumer is informed that it is a substitute and unless such replacement product has materially the same, or better, characteristics and qualities, and is supplied at the same or a lower price. In such a case, the substitution and the consumer's right to return the substitute product at the marketer's expense should be explained to the consumer.

Article C10 – Return of faulty or damaged products

The marketer should inform the consumer of the process to return products which are faulty or damaged other than by the consumer, and should bear the cost of such returns, provided the consumer gives notice within a reasonable period of time.

Article C11 – Payment and debt collection

The marketer should provide clear information regarding the procedure for payment and debt collection, which should be such as to avoid undue inconvenience to the consumer, providing due allowance for delays outside the consumer's control.

Marketers should not approach debtors in an unreasonable manner and debt collection documents which might be confused with official documents should not be used.

Article C12 – Right of withdrawal

Where consumers have a right of withdrawal the marketer should inform them of the existence of this right, how to obtain further information about it, and how to exercise it. (See General Provisions for further details regarding free trials).

Article C13 – After-sales service

When after-sales service is offered, details of the service should be included in the terms of any guarantee or stated elsewhere in the offer. If the consumer accepts the offer, information on how to activate the service and communicate with the service agent should be readily available.

Article C14 – Telemarketing

Definition of terms specific to telemarketing provisions:

- the term “**telemarketer**” refers to any person, organisation or company that provides or performs a telemarketing service for or on behalf of the marketer. The term “telemarketing” includes all marketing communications performed/made by voice (whether human or machine generated) via a landline, mobile, voice over IP or any other device
- the term “**automatic dialling-announcing device**” refers to any automatic equipment incorporating the capability of storing or producing telecommunications numbers used in conjunction with other equipment to convey a pre-recorded or synthesised voice message to a telecommunications number
- the term “**predictive dialling device**” refers to “any software, system, or device that automatically initiates outgoing telecommunications from a pre-determined list of telecommunications numbers”

C14.1 – Disclosures

Outbound calls

1. For calls to consumers, telemarketers should ensure that:
 - the name of the marketer they represent is promptly stated at the beginning of the call, as well as their own name
 - the commercial purpose of the call is unambiguously stated, and General Provisions Article 8 (Identity of the marketer) is respected and that the call is not disguised as, for example, market research or a consumer survey

- the call is politely terminated when it becomes apparent that the recipient is not competent to complete the call, or does not wish to take the call, or is a child (unless the telemarketer receives permission from an appropriate adult to proceed with the call)
 - they employ available industry tools that enable consumers to express their wish not to be contacted in the future
2. Telemarketers should not test call lines by calling a number and, for example, making no response, having a machine generated voice or sound immediately terminating the call or putting the consumer immediately on hold (see C14.6)
 3. When a telemarketer calls a consumer the telemarketer should ensure their number displays on the recipient's phone or other device if technically possible.

All calls

4. Before closing the call, the telemarketer should ensure that the consumer is informed and aware of the nature of any agreement reached, and of any steps that will be taken following the call.

Where a sale agreement is claimed to have been concluded, the consumer should be fully aware of the essential points of the contract. These include, as a minimum:

- the main characteristics of the product
- where products are to be supplied permanently or for an on-going period, the minimum duration of the contract
- the price of the product, including any additional costs (e.g. delivery and/or handling charges and any tax which the consumer may have to pay)
- the arrangements for payment, delivery or performance
- any right of withdrawal to which the consumer is entitled

Where the call leads, not to a sale, but to further contact by a marketer, the telemarketer should inform the consumer that there will be a subsequent contact. If data supplied by the consumer are to be used for any non-obvious purpose, i.e. a purpose which has not already been disclosed, the telemarketer should explain this purpose to the consumer in accordance with the General Provisions on data protection (Article 22).

C14.2 – Reasonable hours

Outbound calls should be conducted during hours deemed generally acceptable according to local norms, unless the recipient has explicitly indicated a preference for a different time.

C14.3 – Right to written confirmation

Where a call results in an order, the consumer has the right to receive confirmation, in writing or other durable format, of the detailed terms of the contract, in due time and at the latest at the time of delivery of the goods or at the commencement of the delivery of the services. Confirmation should include all the information specified in article C12 (Right of withdrawal) and article 8 (Identity of the marketer) and, where appropriate, any other information specified in this chapter.

C14.4 – Monitoring of conversations

Monitoring, including recording, of conversations made for telemarketing purposes should be conducted only with appropriate safeguards, in order to verify the content of the call, to confirm a commercial transaction, for

training purposes and for quality control. Telemarketers should inform consumers prior to conducting any monitoring.

No recorded conversation should be presented to a public audience without the prior consent of both participants.

C14.5 – Unlisted numbers

Consumers with an unlisted number should not be contacted for any commercial purpose, unless the number was supplied by the consumer to the marketer or operator for such commercial purposes.

C14.6 – Use of predictive dialling services and automatic dialling announcing services

Where a predictive dialling device is used, if no telemarketer is immediately available to take the call generated by the dialler, the equipment should abandon the call and release the line in not more than one second.

Other automatic dialling-announcing devices may be used to contact a consumer only where:

- the call is initially introduced by a telemarketer
- the consumer has expressly agreed to receive such calls without telemarketer intervention, or
- the consumer wishes to call the telemarketer back and an automated call is initially used to put the consumer in contact with the telemarketer

Neither a predictive dialling device nor any other automatic dialling-announcing devices may be used unless the equipment immediately disconnects when the consumer hangs up. Dialling equipment should release each time before connecting to another number.

Digital Marketing

The following provisions apply specifically to digital marketing:

Article C15 – Respect for public groups and review sites

Where digital interactive media (e.g., news groups, forums, blogs, vlogs, bulletin boards, wiki sites) has rules and standards of acceptable commercial behaviour, these should be respected. Marketing communications should only be posted to such places when the forum or site has implicitly or explicitly indicated its willingness to receive such communications. Such communications should be suitably identified.

Article C16 - Respecting consumer use of digital interactive media

Due care should be taken to ensure that digital marketing communications and/or any application used to enable consumers to open other marketing or advertising messages, do not unduly interfere with the consumer's usage or experience of digital interactive media.

Data Driven Marketing

The following articles apply specifically to data driven marketing.

Participants in data driven marketing should take special care to comply with Article 22 (data protection and privacy) of the General Provisions.

Article C17 – Interest-based advertising (IBA)

Scope

The following applies to IBA focusing on web viewing behaviour over time and across multiple web domains or applications owned and operated by different unaffiliated entities in order to create interest segments (a collection of users that share one or more attributes based on prior and current online browsing activity) or to associate such viewing behaviour against interest segments for the purposes of delivering advertisements to and by that web user's interests and preferences.

These provisions apply to all individuals and entities engaged in such activities online.

Definition of terms specific to IBA provisions

- the term **"interest-based advertising"** or **"IBA"**, and also referred to as "online behavioural advertising" or "OBA" refers to the practice of collecting information over time on users' online actions on a particular device across different unaffiliated websites or applications in order to create interest segments or to allocate such viewing behaviour against interest segments for the purposes of delivering advertisements to and by that web user's interests and preferences. It pertains to advertising operations on desktop, in mobile, video or TV, social, or IoT settings, and includes tracking and targeting across devices. IBA does not include quantitative ad delivery or quantitative ad reporting, or contextual advertising (e.g., advertising based on the content of the web page being visited, a consumer's current visit to a web page, or a search query)
- in the context of IBA, the term **"third party"** refers to an entity that engages in IBA on a digital property other than a digital property which it or an entity under common control owns or operates
- in the context of IBA, the term **"first party"** refers to an entity that engages in IBA on a digital property which it or an entity under common control owns or operates.
- the term **"consent"** means an individual's freely given, specific and informed indication in response to a clear and conspicuous notice regarding the collection and use of data for online behavioral advertising purposes
- the term **"user-facing portal"** refers to an internet-user-focused site and educational portal, that provides, at a minimum, a mechanism for users to receive more information and means to exercise choice with respect to the collection and use of data for IBA purposes by one or more third parties or links to a mechanism permitting user choice over IBA

Application of notice and choice provisions

Any party participating in IBA should adhere to principles of notice and user control as set out below. Transparency of data collection and use, and the ability for users and consumers to choose whether to share their data for IBA purposes is vital. The following guidance provides further clarification for how these principles apply to IBA.

C17.1 Notice

Through company-specific measures and/or complementary industry frameworks that are user-friendly, accessible and intuitive - such as those featuring prominent markings - third parties and website operators should provide meaningful transparency by giving clear and conspicuous notice of their IBA data collection and use practices. Such notice may refer to the relevant self-regulatory guidance and industry best practices in each jurisdiction (for instance EDAA in Europe, DAA/DAAC in North America).

Notice should be provided through deployment of one or multiple mechanisms for clearly disclosing and informing Internet users about data collection and use practices¹⁰.

¹⁰ Examples of how third parties, and where applicable website operators can provide notice of the collection of data for IBA purposes include mechanisms like an icon that links to a disclosure either in or around the advertisement delivered on the web page where data for

C17.2 User control

Through company-specific measures and/or complementary industry frameworks that are user-friendly, accessible and intuitive, third parties should make available a mechanism for web users to exercise their choice with respect to the collection and use of data for IBA. Such choice should be available via a link from the notice mechanisms described in footnote 10.

C17.3 Enforcement

Third parties' compliance to the principles of notice and user control should be subject to mechanisms coordinated by national-level and - where applicable - international-level enforcement bodies (e.g. advertising self-regulatory organisations). Third parties that do not respect these principles should be subject to the applicable sanctions administered by the aforementioned bodies. Third parties may choose to undergo independent certifications to verify their compliance.

C17.4 Education

Third parties are encouraged to point towards a consistent, common resource for the education of consumers on jurisdiction-specific multi-language user-facing portals, that provide periodically updated information in a user-friendly language and different formats - e.g., useful videos, jargon buster, etc. Third parties may - and are encouraged to - contribute materials for potential inclusion on the user-facing portals, where applicable, in support of this furthering the educational goals.

C17.5 Precise location

Precise location data is location data that describes the precise location of a device derived through any technology that is capable of determining with reasonable specificity the actual physical location of an individual or device, such as GPS-level latitude/longitude coordinates or location-based frequency signal triangulation.

Location data includes unique values assigned or attributed to a device or a unique combination of characteristics associated with a device where combined with location data. For example, location data may include data obtained from cell tower triangulation techniques or Wi-Fi, latitude- longitude coordinates obtained through GPS technology, or beacons using Bluetooth technology. This is relevant for both IBA based on marketing communications delivered to a group of devices as well as an individual device only. Location data does not include registration details, including postcodes, city name or billing address, or general geographic information derived from an IP address.

Privacy disclosures should make clear the ways in which sites, apps, and services (including, for example, Application Programming Interfaces (APIs) and Software Development Kits (SDKs) available for use by third parties access, use, and share precise geolocation data. Companies should also disclose all mechanisms through which location information is collected (e.g., Wi-Fi, Basic Service Set Identifier (BSSID)) and ensure that consumer choice related to collection of location data is never circumvented (by collecting Wi-Fi state, for example, when other location services are turned off).

IBA purposes is collected or somewhere else on the web page; or through a web link to an industry-developed website(s) where third parties are individually listed.

After serving and delivering an IBA ad based on precise location data in real time, such data should be retained only for the purposes and periods specified at the time of collection.

C17.6 Cross device tracking

Disclosures and choices offered to consumers and to the first-party companies on whose websites and apps cross-device tracking companies appear should address the many forms of tracking used, including any proprietary techniques that combine technologies (e.g., cookies, fingerprinting, cookie syncing, as well as alternative cookieless technologies). These disclosures should also disclose tracking across multiple devices.

Users should not be led to believe tracking is more limited than it is, or that they have blocked all tracking across all apps, browsers and user devices when that is not the case. If the choices offered do not cover all the ways companies track consumers, then this should be clearly and prominently indicated.

C17.7 Data security

Appropriate physical, electronic, and administrative safeguards to protect the data collected and used for IBA purposes should be maintained at all times.

Data that is collected and used for IBA should only be retained for as long as necessary to fulfil a legitimate business need, or as otherwise permitted by law.

Reasonable industry-accepted protocols for data storage or disposal should be utilised.

C17.8 Children

Segments specifically designed to target known children for IBA purposes should not include children whose parent or legal guardian has not given appropriate consent.

C17.9 Sensitive data segmentation

Those seeking to create or use IBA segments relying on the use of sensitive data as defined under applicable law should obtain a web user's prior consent.

Chapter D – Environmental Claims In Marketing Communications

This Chapter is to be read in conjunction with the General Provisions (Section IV above), as well as Sections II and III on Scope and Application, and General Definitions. This Chapter is a subset and a further specification of the principles set out in the General Provisions, which all apply to environmental marketing communications. Terms used here have the same meaning as in the General Definitions, unless stated otherwise. Terms specific to environmental claims are defined below.

Additional guidance is available in the [ICC Framework for Responsible Environmental Marketing Communications](#) (the Framework) which provides a summary of the principles of the ICC Code including those outlined in Chapter D and supplements them with additional commentary and guidance to aid practitioners in applying the principles to environmental advertising.

Scope and application of chapter D

This chapter sets out to provide globally accepted principles of marketing communications involving environmental claims. This chapter is principle-based with the goal of promoting truthful, non-deceptive environmental claims. Thus, it does not adopt or incorporate by reference any specific legal regime, standard or guideline. Since the area of environmental claims is a fast changing one where new laws and industry standards are being adopted and revised, marketers should take extra care to ensure compliance with applicable legal requirements when making environmental claims.

This chapter applies to all marketing communications containing environmental claims, i.e. any claim in which explicit or implicit reference is made to environmental or ecological aspects relating to the production, packaging, distribution, provision, use/consumption or disposal of anything being communicated within the scope and application of this Code. It thus focuses solely on environmental claims, including those made in the context of sustainability, circularity or other general claims, and does not address social or economic sustainability compliance claims. Claims expressing aspirations, goals or commitments to achieve certain environmental performance or objectives in the future are also covered.

Environmental claims made in any medium, including logos and private labels, package inserts, promotional and point-of-sales materials, and related literature as well as digital interactive media are covered by this chapter.

There are many different specific environmental claims and their use and importance to consumers may vary. As set out in the interpretation section of the code, the meaning of a claim should be established on the basis of how it is likely to be perceived by a reasonable consumer in the overall context of the communication.

Further guidance on the use of selected environmental claims often appearing in marketing communications, is provided in the Framework. This addresses for example:

- the use of terms such as climate positive and sustainable particularly in relation to vague and aspirational claims
- specific terms such as carbon neutral, negative or positive, circular economy, recycling and renewable or recoverable energy
- detailed guidance regarding product lifecycle and the use of logos, labels, certificates, standards, and symbols

The general principles set out herein apply whether or not a claim is expressly addressed here or in the Framework.

Terms specific to environmental claims

The following definitions relate specifically to this chapter and should be read in conjunction with the general definitions contained in Section III:

For the purpose of this Chapter the term:

- **“environmental aspect”** or **“environmental attribute”** means an element of an organisation’s activities or products that have an impact on the environment
- **“environmental claim”** means any statement, symbol, sound, or graphic that indicates or implies an environmental aspect of a product, a component or ingredient of it, packaging or constituent of it, or an activity, facility or operation
- **“environmental impact”** means any change to the environment, whether adverse or beneficial, wholly, or partially resulting from an organisation’s activities or products
- **“life cycle”** means consecutive and interlinked stages of a product system, from raw material acquisition or generation of natural resources to final disposal
- **“product”** as defined in the General Definitions of this code includes any goods or services. “Product” normally includes the wrapping, container etc. in which the goods are delivered. However, in the environmental context it is often appropriate to refer separately to the packaging, which then means any material that is used to protect or contain a product during transportation, storage, marketing or use
- **“qualification”** means an explanatory statement that accurately and truthfully describes the limits of the claim
- **“waste”** refers to anything for which the generator or holder has no further use, and which is discarded or released into the environment

Article D1 – Substantiation

All express or implied environmental claims should be substantiated by reliable scientific evidence¹¹. Care should be taken to assure that the substantiating data relied upon reflects the relevant product or activity and the claimed environmental aspects, attributes or performance featured in the marketing communication.

To substantiate aspirational claims or claims expressing goals or commitments related to achieving certain environmental metrics in the future, a marketer should be able to demonstrate that it has reasonable plans in place to work in good faith towards achieving the stated aspiration, goal or commitment in the timeframe specified.

As described in Article 6 of the Code, marketers need to monitor and review environmental claims regularly to ensure ongoing compliance, accuracy, and relevance. Typically, reliable scientific evidence, such as test data, analyses, studies and other documentation, are required to meet this standard.

See the Framework for further details on substantiation.

Article D2 – Honest and truthful presentation

Environmental marketing communications should be framed so as neither to take advantage of consumers’ concern for the environment nor exploit their possible lack of environmental knowledge.

¹¹ Reliable scientific evidence is the type of evidence likely to be recognised by experts in the field. Such evidence may, depending on the claim, consist of tests, analyses, calculations, studies, reports, surveys or other information.

D 2.1 General approach

Marketing communications should not contain any environmental claims which are likely to mislead consumers in any way about environmental aspects or advantages of what's being communicated, or about actions being taken by the marketer in favour of the environment.

Marketing communications should not overstate environmental attributes, such as highlighting a marginal improvement as a major gain or using statistics in a misleading manner e.g. claiming "we have doubled the recycled content of our product" when there was only a small percentage of recycled content used to begin with.

An environmental claim should be relevant to the specific focus of the marketing communication e.g. the products or activities in question. This should relate only to aspects or attributes that already exist or are likely to be realised during, for example, a product's life, including customary and usual disposal or reasonably foreseeable improper disposal. It should be clear to what the claim relates, e.g., the product, a specific ingredient or aspect of the product, or its packaging or a specific constituent of the packaging, or the marketer's facilities or operations. Aspirational claims should have reasonable plans in place to work in good faith towards achieving the stated aspiration, goal or commitment in the timeframe specified.

Improvements related to a product and its packaging should normally be presented separately, and not be combined in keeping with the principle that claims should be specific and clearly relate to the product, an ingredient or element of the product, or the packaging or constituent of the packaging.

A claim concerning a combination of elements such as packaging and product combination can only be made if it really concerns both. This would not be the case, for example, if the claim only concerns the product packaging and the significant impacts of the packaging and product combination are different from the significant impacts of the packaging alone. Claims concerning a combination of elements, for example, inclusion of recycled content in a product or product packaged in compostable packaging, should both be supported by appropriate scientific evidence and qualified as needed to properly convey relevant limitations (e.g., our products include 20% recycled content and our packaging is compostable in industrial facilities, which are limited and may not be available near you).

Marketing communications that refer to specific environmental claims should not imply, without appropriate substantiation, that they extend to the whole performance of a product, company, group, sector, or industry. Such specific claims should be qualified as needed to avoid a misleading impression, i.e. if the limited nature of the claim is not otherwise clear from the claim itself or the context in which the claim is presented, then the claim should be appropriately qualified.

A pre-existing but previously undisclosed aspect should not be presented as "new".

Environmental claims should not state or imply that reductions or benefits required by law or mandatory standards are voluntary.

D 2.2 Vague or general, non-specific claims

Vague or general, non-specific claims of environmental benefit may convey a range of meanings to consumers. Such claims should be made only if they are valid, without qualification, in all reasonably foreseeable circumstances. Claims such as "environmentally friendly," "ecologically safe," "green," "sustainable," "carbon friendly" or any other claim implying that a product or an activity has no impact – or only a positive impact – on the environment, should not be used without qualification unless a very high standard of proof is available.

Special care should be taken before claiming sustainability achievements. Marketers should be cognisant of ongoing work to establish relevant methods to measure and validate sustainability. Relevant limitations should

be made clear. An unqualified “sustainability” claim may be understood to involve company actions beyond efforts to reduce environmental impacts, depending on the context. Claims may be perceived as stating or implying that they involve social and economic impacts, such as support for fair working conditions, diversity and inclusion, communities, or charities, or the like, as well. Hence, marketers making sustainability claims should be mindful that consumers may take away a broader corporate social responsibility message. Marketers should evaluate relevant substantiation for such messages and consider whether claims should be qualified accordingly.

A specific claim about individual environmental attributes supported by reliable scientific evidence could be linked to a claim of “sustainability” (for example, “this part of our product is sustainable because it’s made of 100% post-consumer recycled content and is recyclable”); however, marketers should not state or imply that an entire product, facility or operation is “sustainable” without qualification simply because it has some positive environmental benefits.

D 2.3 Qualifications

All qualifications should be clear, prominent, and readily understandable; the qualification should be provided in close proximity to the claim being qualified, to ensure that they are understood together.

There may be circumstances where it is appropriate to refer a consumer to a QR code or website where accurate additional information may be obtained. This technique is particularly suitable for communicating about after-use disposal. For example, it is not possible to provide a complete list of areas where a product may be accepted for recycling on a product’s package. A claim such as “Recyclable only in some communities, visit [URL] to check if there are facilities near you,” provides both the relevant qualifier (that available recycling facilities are limited), plus a means of advising consumers where to locate information on communities where a particular material or product is accepted for recycling.

Article D3 – Scientific research

Marketing communications should use technical demonstrations or scientific findings about the environmental impact of what’s advertised only when they are backed by reliable scientific evidence.

In line with Article 9, environmental or scientific jargon or terminology is acceptable provided it is relevant to the claimed environmental performance and used in a way that can be readily understood by those to whom the message is directed.

An environmental claim relating to health, safety or any other benefit should be made only where it is supported by reliable scientific evidence. Also, such claim may require different reliable scientific evidence as they relate to aspects other than the environment, see Article D6.

Article D4 – Comparisons

Any environmental claim should be specific and the basis for the comparison should be clear and understandable to reasonable consumers. Environmental superiority over competitors should be claimed only when an advantage can be demonstrated. Whatever is being compared in a marketing communication should meet the same needs and be intended for the same purpose.

Comparative claims, whether the comparison is with the marketer’s own previous process or product or with those of a competitor, should be worded in such a way as to make it clear whether the advantage being claimed is absolute or relative and whether it relates to the overall benefit or a specific benefit.

Article D5 – Product life cycle

Environmental claims should not be presented in such a way as to imply that they relate to more stages of a product lifecycle, or to more of its properties, than is justified by the evidence; it should be clear to which stage or which property a claim refers. A life-cycle benefits claim should be substantiated by a full life-cycle analysis (cradle to grave). If an alternative lifecycle analysis is used (e.g. cradle to gate), the more limited scope of that life-cycle analysis should be disclosed.

Article D6 – Claims regarding components and elements

When a claim refers to the reduction of components or elements having an environmental impact, it should be clear what has been reduced. Such claims are justified only if they relate to alternative processes, components or elements which result in a meaningful environmental improvement.

Environmental claims generally should not be based on the absence of a component, ingredient, feature, or impact that has never been associated with the product category concerned. Such claims could be justified if they respond to potential misperceptions about the use of the identified component, ingredient, feature, or impact. If so, qualifiers may be needed to avoid consumers being misled about the nature of the product, process, activity etc. Conversely, generic features or ingredients, which are common to all or most products in the category concerned, or required by law, standards or otherwise, should not be presented as if they were a unique or remarkable characteristic of the product being promoted.

Claims that a product does not contain a particular ingredient or component, e.g. that the product is “X-free”, should be used only when the level of the specified substance does not exceed that of an acknowledged trace contaminant¹² or background level. Claims that a product, package, or component is “free” of a chemical or substance often are intended as an express or implied health claim in addition to an environmental claim. The substantiation necessary to support an express or implied health or safety claim may be different from the substantiation required to support the environmental benefit claim. The marketer should have reliable scientific evidence to support an express or implied health and safety claim in accordance with other relevant provisions of the Code.

When the absence of a certain component or ingredient is claimed, directly or implicitly, to offer an environmental benefit versus another product, the general rules on comparisons apply, see Article D4 and General Provisions Article 14.

Article D7 – Certifications, signs and symbols

Environmental signs, logos, labels or symbols should be used in marketing communication only when the source of those signs or symbols is clearly indicated and there is no likelihood of confusion over their meaning, or when compulsory by law. Such marks should not be used in a way that falsely suggests official approval or independent third-party certification.

Marketers should ensure that the basis for any third-party certification is clear. Certification of environmental claims should be based on reliable scientific evidence. It is desirable in general for marketers to have the ability to access the appropriate underlying documentation developed by the certifier. Where claims are verified by a

¹² “Trace contaminant” and “background level” are not precise terms. “Trace contaminant” implies primarily manufacturing impurity, whereas “background level” is typically used in the context of naturally occurring substances. Claims often need to be based on specific substance-by-substance assessment to demonstrate that the level is below that causing harm. Also, the exact definition of trace contaminants may depend on the product area concerned. If the substance is not added intentionally during processing, and manufacturing operations limit the potential for cross-contamination, a claim such as “no intentionally added xx” may be appropriate. However, if achieving the claimed reduction results in an increase in other harmful materials, the claim may be misleading.

certifying body, care should be taken that marketing communications do not misrepresent or exaggerate the scope and limits of the certification achieved.

Article D8 – Environmental attribute claims

Environmental claims referring to a product's makeup or constituents (for example, made with recycled or renewable content) or waste handling (for example, recyclable or compostable), should truthfully represent the attributes of the advertised product based on reliable scientific evidence as set out in Article D1. A product claimed to involve recycled or renewable content that is made from less than substantially all recycled or renewable content should avoid any risk of misleading consumers, e.g. by disclosing the percentage. A product claimed to be recyclable or compostable should disclose the extent of availability of these disposal methods if availability is limited.

Marketing communications that include compostability claims should disclose if a product is compostable only in industrial settings, and if so, whether facilities are limited, or if the resulting compost is subject to any use limits. A claim that a product's packaging is refillable, or reusable should provide handling instructions to maintain safety.

Article D9 – Responsibility

For this chapter, the rules on responsibility laid down in the General Provisions apply (see article 24).

Additional guidance¹³

Terms important in communicating environmental attributes of products tend to change. [The ICC Framework for Responsible Environmental Marketing Communications](#) provides a non-exhaustive set of additional examples, definitions of common terms, and a checklist of factors that should be considered when developing marketing communications that include an environmental claim.

Additional information and guidance relating to responsible environmental marketing is provided via the Marketing Communications section on the [ICC website](#).

¹³ [ICC Advertising and Marketing Communications Code - ICC - International Chamber of Commerce \(iccwbo.org\)](#)

Chapter E - Children And Teens

This Chapter is to be read in conjunction with the General Provisions (Section IV above), as well as Sections II and III on Scope and Application, and General Definitions. This Chapter is a subset and a further specification of the principles set out in the General Provisions, which all apply to marketing communications targeting children or teens. Terms used here have the same meaning as in the General Definitions, unless stated otherwise

This Chapter is based, in particular on **Article 20 – Children and teens** of the **General Provisions**, that provides:

Special care should be taken in marketing communications directed to or featuring children or teens. Marketing communications should not exploit the natural credulity of children or the lack of experience of teens and should not strain their sense of loyalty. In directing marketing communications to children and/or teens, the principles of this Code should be applied with due regard to the age and other characteristics of the actual target group, their differing cognitive abilities, and developing personal privacy rights independent of parents or guardians.

Marketers should respect standards and laws prohibiting the marketing of products that are subject to age restrictions such as alcoholic beverages, gambling and tobacco to minors¹⁴.

Definitions

The definitions of children and teens used are those in the General Definitions of the ICC Code namely that:

- “**children**” refers to consumers aged 12 years and under¹⁵
- “**teens**” means those individuals aged 13 – 17 years

Article E1 – General principles

Marketers of products which are illegal to purchase by those under a particular age, should take reasonable steps, e.g. by using appropriate audience targeting tools, to avoid targeting that group in the selection of the content, platform and/or audience (as appropriate) to which their ads are directed. They should also undertake measures, such as age screens, to restrict access by those under the requisite age to websites featuring these products.

The above also applies in the case of products which according to age-grading or similar are inappropriate for use by those under a particular age.

Marketing communications directed to children or teens should not be inserted in media where the editorial matter is unsuitable for them.

Marketers, platforms and publishers are encouraged to consider technical means and tools to help children and teens distinguish commercial content and to avoid directing marketing communications to target groups for which the content, even if legal, is not suitable.

Marketing communications directed to children or teens should be clearly distinguishable to them as such. If the commercial nature is not otherwise clear from the form, format and media, it should be disclosed in a clear, conspicuous manner in a way likely to be understood by members of the target group.

¹⁴ The term ‘minor’ here refers to those below the legal purchase age, i.e., the age at which national legislation permits the purchase or consumption of such restricted products. In countries where purchase age and consumption age are not the same, the higher age applies in relevant markets.

¹⁵ The ICC Toolkit: Marketing and Advertising to Children, provides more details regarding research on age 12 as a reference age for the application of rules on marketing, advertising and data collection involving children. Local laws may define “children” differently.

Marketers should generally seek appropriate consent from a parent or legal guardian before offering children or teens remuneration of any kind to encourage them, for example, to utilise their personal social media channels to promote the marketer's products.

Marketing communications that invite children or teens to make a purchase or contact the marketer should encourage them to obtain, as appropriate, parental or legal guardian's consent if any cost, including that of a communication, is involved.

Article E2 – Exploitation of credulity of children or inexperience of teens

2.1 When demonstrating a product's performance and use, marketing communications should not:

- a. minimise the degree of skill or understate the age level generally required to assemble, activate or operate products or otherwise achieve the advertised effects or result
- b. exaggerate the true size, value, nature, durability and performance of the product in a manner not likely to be understood by the target group
- c. fail to disclose the need for additional purchases, such as accessories, or individual items in a collection or series, required to produce the result shown or described

2.2 Fantasy, computer generated images and other technologies should not be used in a manner that is likely to make it difficult for those in the target group to distinguish between reality and fantasy regarding the actual attributes of the product or its expected performance or the commercial nature of the marketing communication. Special care should be taken with regard to younger children as they may have particular difficulties in distinguishing fantasy creations from reality.

2.3 Disclosures necessary to communicate limitations or other material features of the advertised product should be provided in a way likely to be understood by reasonable members of the target group.

Article E3 – Avoidance of harm

Marketing communications should not contain statements or visual treatments that could have the effect of harming reasonable members of the intended target group mentally, morally or physically.

Considering the expected physical and mental capabilities of the target group, marketing communications should not:

- portray children or teens in unsafe situations or engaging in actions harmful to themselves or others; regarding adult supervision see Article 20.
- induce children or teens to engage in activities or behaviour that is potentially hazardous, harmful or inappropriate for the target group.

Article E4 – Social values

Marketing communications targeting children or teens should not:

- suggest that possession or use of the promoted product will give a child or teen physical, psychological or social advantages over other children or teens, or that not possessing the product will have the opposite effect
- undermine positive social behaviour, lifestyles and attitudes
- incite or condone abusive behaviour towards individuals or groups by peer pressure, bullying or similar actions
- idealise unhealthy bodily appearances, nor incite or condone physical self-harm

- undermine the authority, responsibility, judgment or tastes of parents or legal guardians, having regard to relevant social and cultural values and the physical and cognitive abilities of the intended target group

Marketing communications should not include any direct appeal to children to persuade their parents or other adults to buy products for them. Factual disclosures regarding the need for parental or guardian’s consent to purchase does not contravene this provision.

Prices should not be presented in such a way as to lead children or teens to an unrealistic perception of the cost or value of the product, for example by minimising them. Marketing communications should not imply that the product being promoted is immediately within the reach of every family budget.

Marketing communications which invite children and teens to contact the marketer should encourage them to obtain the permission of a parent or other appropriate adult if any cost, including that of a communication, is involved.

Article E5 – Children’s personal data

When personal data is collected from individuals known or reasonably believed to be children the following applies in addition to Article 22:

- only as much personal data should be collected as is necessary to enable the child to engage in the featured activity. A parent or legal guardian should be notified and consent obtained where required
- such personal data should not be used to address marketing communications to the children, their parents or other family members without the consent of the parent or legal guardian except as legally permitted
- such personal data should only be disclosed to third parties after obtaining consent from a parent or legal guardian or where disclosure is authorised by law. Third parties do not include agents or others who provide technical or operational support to the marketer and who do not use or disclose children’s personal data for any other purpose
- where consent is needed from parents or legal guardians concerning the provision and collection of personal data of a child, clear options for how to give consent should be provided, along with information on what data will be collected and how it will be used

Article E6 – Privacy of children and teens

Marketers should ensure that relevant information pertaining to the collection and processing of personal data from children or teens is communicated. Where relevant and practicable, this should be done in terms understandable to the target group.

Article E7 – Other guidance on marketing communication to children and teens

For the use of minors as influencers, see General Provisions Article 18.3.

With respect to digital and data driven marketing communications, see Chapter C, Articles C5 and C17.8 (IBA).

[The ICC Toolkit: Marketing and Advertising to Children](#)

For other specific rules on marketing communications with regard to children and teens:

- within the context of food and non-alcoholic beverages see the [ICC Framework for responsible food and beverage marketing communications](#)

- within the context of alcoholic beverages see [the ICC Framework for Responsible Alcohol Marketing Communications](#)

ANNEX I

ICC Marketing Communications Code Checklist

1. Is your intended communication, a marketing communication thus falling within the remit of the ICC code, or not?

The Code applies to all marketing communications, regardless of form, format or medium of delivery. It addresses both B2C and B2B marketing communications. "Marketing Communications" is defined in the Code to include advertising as well as other techniques, such as direct marketing, data driven marketing, digital marketing communications, promotions, and sponsorships, and should be interpreted broadly to mean any communications produced directly by or on behalf of marketers intended primarily to promote products or to influence consumer behaviour. Likewise, when influencers create content for their own brands or products, or use affiliate links in their content, such content is marketing communications.

The Code applies to the marketing communication in its entire content and form. The fact that the content or form of a marketing communication may originate wholly or in part from other sources does not justify non-observance of the Code rules. It may be necessary to identify the primary purpose of a communication to determine if it falls within the scope of a marketing communication.

2. Are all forms of your marketing communications compliant with applicable laws and self-regulatory rules as well as the ICC Code?

The Code embraces the principle of legality in Article 1 in that all marketing communications should be legal, decent, honest and truthful. It follows that it can never be in accordance with good business standards to break the law. But the fact that a marketing communication is legal does not necessarily mean it is also ethically acceptable or appropriate. Marketers and other parties thus need to make sure their marketing communications activities observe both applicable laws and regulations in a market, as well as the relevant provisions of the Code.

3. Have you ensured that your marketing communications whether created by people including influencers, AI or delivered by algorithms meet these standards and your own principles and policies?

Marketers should assume overall responsibility for the communications they initiate and bring to the market, whether they largely do it themselves or have it done on their behalf. Responsibility cannot be avoided or circumvented by means of outsourcing or other organisational arrangements. Marketers should undertake their best efforts to ensure that their responsibility is reflected in arrangements with third parties over which they have control.

In addition to the prime responsibility of the marketer, all those who contribute to the marketing communication have a responsibility, in relation to their participation, influence, control and expected knowledge. See Article 24. Marketers who use algorithms or other artificial intelligence instruments have responsibility for the communication results they produce.

4. Have you considered where or in what context your marketing communications will appear? Have you considered how your marketing communication is likely to be perceived by an average member of your target group?

Because of the different characteristics of the various media, a marketing communication which can be accepted for one is not necessarily acceptable for another.

Communications should be evaluated based on their likely impact on the reasonable consumer, having regard to the characteristics of the targeted group and the medium used. Therefore, the meaning of a claim should be established based on how it is likely to be perceived by the consumer in the overall context of the communication. This means that marketing communications should be assessed in light of the recipient's

knowledge, experience and discernment abilities of the typical consumer to whom it is directed, as well as social, cultural and linguistic factors.

Marketing communications should not contain any claim likely to mislead the consumer, regardless of how it is conveyed – by text, sound, visual elements or any combinations thereof – and regardless of how the misleading effect occurs – directly or by implication, omission, ambiguity or exaggeration.

5. Are your marketing communications within the standards of prevailing decency, respect local cultures and traditions, do not discriminate, and are mindful of diversity?

Marketing communications should respect human dignity and should not incite or condone any form of discrimination, including that based upon ethnic or national origin, religion, gender, age, physical attributes, mental health, disability, or sexual orientation. Marketers are encouraged to be mindful of diversity and inclusion and seek to avoid stereotypes and objectification.

6. Have you checked whether your marketing communications are environmentally responsible and do not undermine environmentally responsible behaviour?

Marketing communications should not appear to condone or encourage actions which contravene the law, self-regulatory codes or generally accepted standards concerning climate change, sustainable and environmentally responsible behaviour.

Marketers should respect the principles set out in chapter D, on Environmental Claims in Marketing Communications and the ICC Framework for responsible environmental marketing.

7. If the descriptions or claims of your marketing communications were challenged, would you be able to substantiate them with robust evidence to demonstrate that they are truthful?

Marketing communications should be truthful and not misleading. They should not contain any claim likely to mislead the consumer, regardless of how it is conveyed – by text, sound, visual elements or any combinations thereof – and regardless of how the misleading effect occurs – directly or by implication, omission, ambiguity or exaggeration.

Marketers should have a reasonable basis for making claims relating to verifiable facts at the time the claim is made. Claims that state or imply that a particular level or type of substantiation exists should have at least the level of substantiation advertised. Supporting documentation should be provided promptly upon request to the self-regulatory organisations responsible for the application and enforcement of the Code. The standard of proof required generally depends on factors such as the type of claim, the product, the consequences of a false claim and the benefits of a truthful claim.

Substantiation should be based on documentation, tests or other factual evidence that is valid, reliable and sufficiently precise to support the claim made. In the absence of required substantiation, the claim would be regarded as misleading.

8. Are your marketing communications clearly distinguishable and transparently presented as advertising, and immediately recognisable by the consumer as commercial messages?

Marketing communications, regardless of format or medium, should be easily identifiable, allowing consumers to clearly distinguish between commercial and non-commercial content. Identification disclosures should be prominent, clear, easily legible and appear in close proximity to the commercial message where they are unlikely to be overlooked by consumers. Marketing communications should be transparent about their true commercial purpose, and not misrepresent it.

9. Are your marketing communications targeting or likely to appeal to a vulnerable audience, such as children or teens? What measures have you put in place to deal with this?

Marketing communications should be assessed in light of the recipient's knowledge, experience and discernment abilities of the typical consumer to whom it is directed, as well as social, cultural and linguistic

factors. For instance, when assessing communications addressed to children, their natural credulity and inexperience should always be taken into account.

10. Do your marketing communications respect the credulity of children or the inexperience of teens and consider the additional care that must be shown to avoid harm, and not undermine positive social values that are important for younger audiences?

Special care should be taken in marketing communications directed to or featuring children or teens. Marketing communications should not exploit the natural credulity of children or the lack of experience of teens. In directing marketing communications to children and/or teens, the principles of this Code should be applied with due regard to the age and other characteristics of the actual target group, their differing cognitive abilities, and developing personal privacy rights independent of parents or guardians.

11. If you are collecting personal data from children, have you ensured that you are communicating relevant information in an age-appropriate way and have appropriate consent?

The code requires that only as much personal data should be collected as is necessary to enable the child to engage in the featured activity. A parent or legal guardian should be notified and consent obtained where required.

Marketers should ensure that relevant information pertaining to the collection and processing of personal data from children or teens is communicated. Where relevant and practicable this should be done in terms understandable to the target group.

12. Are you confident that any data or information presented in the marketing communications is stated and presented in a manner adapted to the target group and which it can easily understand?

Consumers are generally assumed to have a certain degree of experience, knowledge and sound judgment, and to be reasonably observant and prudent. Professional or otherwise qualified groups are presumed to have a suitable degree of specialised knowledge and expertise in their field of operations.

Marketing communications should not:

- misuse technical data, e.g. research results or quotations from technical and scientific publications
- present statistics in such a way as to exaggerate the validity of a claim
- use scientific terminology or vocabulary in such a way as falsely to suggest that a claim has scientific validity, or misuse any label, symbol, logo, or seal to that effect

13. If you are using a comparison in your marketing communications, is it clear whether the comparison is based on all the relevant facts or selected ones? Do you fairly make comparative claims?

Marketing communications containing comparisons should be carefully designed so as not to mislead and should comply with the principles of fair competition. Points of comparison should be based on verifiable facts. Product or price advantages that are demonstrable per se should not be exaggerated or overdramatised. Comparisons should be clear whether they are to a competitor's product or to another version of the same product.

14. Have you avoided any form of denigration or ridicule of others in your marketing communications?

Marketing communications should not denigrate any person or group of persons, firm, organisation, industrial or commercial activity, profession or product, or seek to bring it or them into public contempt or ridicule.

15. Have you ensured that any testimonials, endorsements, or influencer marketing communications for your brand follow the Code and are suitably transparent as a marketing communication?

Marketing communications should not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant.

The sponsored nature of a testimonial or endorsement should be made clear through an appropriate disclosure if the form and format of the communication would not otherwise be understood to constitute a sponsored message.

All influencer marketing communications should be designed and presented in such a way that it is obviously identifiable as such. Identification should be appropriate to the medium and message, particularly in the context of social media. Marketers and their influencers, as well as creators, should ensure the content is properly presented as marketing communications in accordance with the principles of identification and transparency (see Article 7).

16. If you have portrayed or referred to a specific individual, have you obtained prior consent from that person?

Marketing communications should not portray or refer to any persons, whether in a private or a public capacity, unless prior permission has been obtained.

17. Have you been careful to not use or imply the use of others' trademarks or goodwill?

Marketing communications should not make unjustifiable use of the name, initials, logo and/or trademarks of another firm, company or institution. Marketing communications should not in any way take undue advantage of another firm's, individual's or institution's goodwill in its name, brands or other intellectual property, or take advantage of the goodwill earned by other marketing campaigns without obtaining prior consent.

18. Do your marketing communications respect the local standards for appropriate health and safety measures, including the use of warnings or disclaimers?

Marketing communications should not, without justification on educational or social grounds, contain any visual portrayal or any description of potentially dangerous practices, or situations which show a disregard for safety or health, as defined by local national standards. Instructions for use should include appropriate safety warnings and, where necessary, disclaimers.

19. Do you intend for your marketing communications to address children or teens, use environmental claims, use specific digital communications or online behavioural advertising, applying sales promotions or a sponsorship scheme? If so, have you consulted the relevant code chapter?

- Chapter A – Sales Promotion
- Chapter B – Sponsorship
- Chapter C – Data Driven, Direct Marketing and Digital Marketing Communications
- Chapter D – Environmental Claims in Marketing Communications
- Chapter E – Children and Teens

The Code should also be read in conjunction with other current ICC codes, principles, and framework interpretations in the area of marketing and advertising. These for example deal with market, opinion and social research and data analytics, food and beverage marketing communications, marketing communications of alcohol and environmental marketing communications.

20. Have you ensured that your responsible approach to marketing communications has been communicated to your contractors and others you work with, and throughout the advertising chain and ecosystem you interact with?

All parties should include a clause in their contracts and other agreements pertaining to marketing communication, committing signatories to comply with the applicable laws and self-regulatory rules, and to respect decisions by the relevant self-regulatory body and support its operation. In countries where no effective self-regulatory codes and arrangements exist, contracts and other agreements should include a clause committing signatories to comply with the current ICC Code.

21. Have you applied a responsible approach and due care in the preparation of the marketing communications? Have you put in place a means to make people aware of the ICC code and your

responsible marketing policies within your company and provide training on these? Do you have a compliance process in place?

The ICC has produced a 'Guide to implementing the ICC Codes, Frameworks and guidance'. The objective of this guide is to facilitate effective implementation of the ICC Marketing Communication Code and similar self-regulatory codes and frameworks. The Guide can be used as a stand-alone document but should preferably be combined with other relevant instruments such as compliance or training programmes where they exist.

It's important that you ensure that the code and inhouse guidance are known and respected within you organisational structure and in key relationships with third parties up and downstream.

We suggest you:

- establish clear responsibility
- develop a responsible marketing communications toolkit including elements such as an inhouse policy, principles, checklist, compliance and enforcement to ensure company-wide consistency
- implement sign-off processes and effective verification and controls in respect of claims and copy
- customise your own responsibility checklist based on the one at hand as a guide for ensuring a screening check for marketing communications
- ensure clear substantiation and robust evidence of key marketing communications claims
- clarify the application of your responsibility principles up and downstream to third parties such as influencers, brand ambassadors, and communications agencies
- set those principles out as part of the reference material in any contractual relationship
- establish a clear in-house agency brief for a campaign which clearly identifies the responsible approach you take
- ensure regular training and education of related employees
- ensure you measure the application of your policies and principles across your organisation
- establish clear targets that have measurable KPIs you can regularly report on
- enable a clear contact point for consumer feedback and complaints
- review any consumer complaints and ensure a mechanism for dealing with them and clear sanctions when the rules have been breached as well as correcting the situation to avoid it happening again
- regularly check the outcome of consumer complaints handled about your company in-house or by SROs
- report internally and externally on the outcome of implementation and dealing with feedback and complaints

22. If in doubt, have you consulted your local self-regulatory body for guidance and copy advice?

In many countries there is an independent self-regulatory body dealing with marketing communications and advertising. These bodies regularly issue local codes and guidance notes. They also review consumer and competitive complaints and issue decisions thereon which are useful for your internal compliance and interpretation of the rules. Many also provide copy advice on ads and marketing communications concerning compliance with local codes and laws.

ANNEX II

Overview of additional ICC instruments related to Advertising and Marketing Communications

a. Codes, Frameworks and Guidance

The Code should also be read in conjunction with other current ICC codes, principles and framework interpretations in the area of marketing and advertising:

[ICC Framework for Responsible Environmental Marketing Communications \(2021\)](#)

The ICC Framework for Responsible Environmental Marketing Communications offers comprehensive guidance for practitioners in the advertising industry to ensure truthful and substantiated environmental claims. In response to increasing concerns about environmental impact and sustainable consumption, the framework aids practitioners in ensuring their messages are clear, accurate, and supported. In response to growing interest and scrutiny surrounding environmental advertising, the framework provides essential tools for industry stakeholders to navigate this landscape responsibly. Additionally, the publication includes a checklist, which serves as a supplementary practical resource for marketers to evaluate and refine their environmental messaging, reinforcing the importance of transparency and accuracy in communication.

[ICC Framework for Responsible Food and Beverage Communications \(2019\)](#)

The ICC Framework for Responsible Food and Beverage Marketing Communications outlines guidelines for ethical advertising practices within the food and beverage industry. It emphasises the importance of self-regulation to ensure marketing communications are legal, honest, and truthful, while also promoting consumer protection. The framework addresses various aspects of marketing, including sales promotion, sponsorship, and digital marketing, with a particular focus on responsible marketing to children and the broader impact on society. It underscores the need for collaboration among stakeholders and compliance with relevant legislation, while allowing for flexibility to accommodate cultural and societal differences.

[ICC Framework for Responsible Marketing Communications of Alcohol \(2019\)](#)

The ICC Framework for Responsible Alcohol Marketing Communications provides guidelines for companies marketing alcohol internationally, ensuring they adhere to legal, ethical, and social responsibility standards. It builds upon the ICC Code, offering specific guidance tailored to the alcohol sector, while allowing for cultural and contextual variations. Developed in consultation with industry stakeholders and aligned with existing principles, the Framework applies to various marketing mediums, including digital platforms and social media. Ultimately, the Framework aims to promote consistent, responsible marketing practices while respecting diverse legal and societal norms worldwide.

[ICC/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics \(2017\)](#)

ESOMAR released its inaugural code of practice in 1948. In collaboration with the ICC, a unified code was established in 1977 culminating in the formation of the ICC/ESOMAR International Code on Market, Opinion, and Social Research and Data Analytics. Last revised in 2017, this joint Code serves as a unified global standard for ethical conduct in market, opinion, and social research, including data analytics. It aims to uphold public trust by setting ethical and professional norms for researchers, ensuring compliance with relevant laws, regulations, and industry codes. The code emphasises respect for individual privacy rights and promotes the free flow of information, aligning with the United Nations International Covenant on Civil and Political Rights. Adoption of the code is mandatory for ESOMAR members and other affiliated research associations globally. It is to be interpreted broadly in conjunction with other relevant guidelines to ensure consistent ethical practice across diverse research methods and applications.

[ICC International Code of Direct Selling \(2013\)](#)

The ICC International Code of Direct Selling emphasises responsible practices within the direct selling industry. It underscores the importance of self-regulation to maintain consumer trust and confidence. Last updated in 2013 and developed in collaboration with the World Federation of Direct Selling Associations (WFDSA), the code sets ethical standards for direct selling globally. Its purpose is to promote responsibility, enhance public confidence, protect consumer interests, encourage fair competition, and provide practical solutions. The code serves as a reference for both self-regulation and potential legal frameworks, aiming to minimise the necessity for extensive governmental intervention.

ICC Principles on Responsible Deployment of Electronic Product Codes (2005)

The International Chamber of Commerce (ICC) has adopted principles for the responsible use of Electronic Product Code (EPC) systems, leveraging Radio Frequency Identification (RFID) to ensure responsible business practices regarding EPC systems, balancing privacy concerns with technological advancements. EPC offers substantial benefits in logistics, safety, and retail. It facilitates wireless transmission of product serial numbers, potentially replacing barcode inventory tracking. These principles aim to harmonise business practices with legal, ethical, and best practice standards.

b. Implementation Guide for the ICC Advertising and Marketing Communications Code

Introduction

The International Chamber of Commerce has been a major rule-setter for international marketing communication since 1937, when the first ICC Code on Advertising Practice was issued. Since then, it has extended the ICC self-regulatory rules and norms on many occasions to assist companies in marketing their products responsibly. The Code has been revised and updated many times to keep it relevant and fit for purpose. In the latest revision, the 11th (2024), all parts of the Code were thoroughly reviewed and modernised. This follows a long tradition of promoting high ethical standards for marketers and the entire global marketing communications eco-system. Code revisions and promotions activities take place under the auspices of the ICC Global Commission on Marketing and Advertising, which brings together some of the best marketing, self-regulatory and legal expertise available from the range of participants in the industry and from around the world.

The Code is a fundamental underpinning but the credibility of self-regulation depends on its implementation. For the individual company or any other organisation a commitment to a Code of Conduct will be of true benefit only when the principles and rules are made part of the governing policy and are actively applied and enforced.

This Guide has been drawn up with a view to facilitate the practical use of the ICC Marketing Codes specifically. However, it is based on general and sound principles of compliance, and may therefore prove helpful in relation to other sets of rules. In particular, it will easily apply to the implementation of national or sectorial codes in the field of marketing communications, which throughout the world are based on the ICC Codes.

Although the Guide gives advice on how to implement the Codes within an organisation, the need to support and combine efforts with any relevant self-regulatory bodies set up by the industry should be underscored. When established with the means to be effective, such schemes multiply the value of self-regulation. Consultation of self-regulatory decisions and copy advice facilities can also provide deeper understanding of interpretation matters.

Scope

This Guide provides principles and guidance for the implementation of the ICC Marketing Codes within an organisation (company, firm, undertaking or association), including measures for maintaining and improving compliance with them. Where appropriate the Guide can also be used in connection with other commitments of a self-regulatory nature.

Objective

The objective of this Guide is to facilitate effective implementation of the ICC Marketing Codes and similar self-regulatory frameworks. The Guide can be used as a stand-alone document, but should preferably be combined with other relevant instruments such as compliance or training programmes where they exist.

Principles

- 1. *Endorsement and commitment***
 - The board/top management should endorse the Code in question and make a firm commitment to effective compliance that is to permeate all relevant parts of the organisation, including branch offices and subsidiaries. This should be supported by action.

- 2. *Policy integration***
 - The endorsed Code – and adherence to relevant industry rules based upon it - should be made an integral part of the organisation’s strategy and business objectives. This should be effectively communicated to the organisation. The implementation should be so framed as to take due account of relevant cultural and commercial conditions and applicable legal requirements. Any organisation specific rules or amendments must be compatible with the Code.

- 3. *Obligations and responsibility***
 - Obligations under the Code should be clearly identified and responsibilities for compliance should be assigned.

4. Interpretation

- The Code should be interpreted in the spirit as well as to the letter. It should be made clear from the outset that circumvention of the rules will not be accepted.

5. Resources and support

- Adequate resources should be allocated to raise and maintain Code awareness in the organisation, and to allow for effective Code management. Support functions should be put in place, as needed.

6. Education and training

- Education should be provided for all concerned so as to ensure sufficient knowledge of the Code's substantive rules and the ensuing obligations. Where appropriate, assessment training should be provided.

7. Monitoring and controls

- Adherence to the Code should be monitored systematically, and checks be put in place to manage the identified obligations. Monitoring should be followed by action for improvement.

8. Encouragement and sanctions

- Conduct that creates and promotes compliance with the Code should be encouraged and rewarded, whereas conduct that undermines the respect for the Code should not be tolerated.

9. Follow-up and improvement

- Implementation should be an ongoing process, not a one-time event. Feedback should be used to assess and improve performance.

Application

Endorsement and commitment

For the Code to take effect within the organisation it must be clearly and visibly endorsed by the Board/ top management. Effective implementation requires an active commitment from the leadership to develop and maintain a programme for its operation and enforcement.

There should be an explicit message that observance of the Code is mandatory, and that lip-service does not meet the compliance requirement. Compliance should be the same as for any legal obligation. Also, it should be clear from the outset that accountability will be assigned to relevant management levels throughout the organisation.

The reasons why the Code is being implemented should be widely communicated to the organisation. This should always include the fundamental values of self-regulation, in particular its trust-building and brand enhancing features, but may also address specific situations and political issues, as appropriate.

The implementation programme should be drawn up and explained in a document that is readily available to all employees concerned, using plain language that all can understand. Where appropriate, it may include instructions for how specific local or regional circumstances or requirements can be accommodated when applying the Code. Obviously, how elaborate and detailed the programme needs to be depends on a number of factors, e.g. the diversity and size of the organisation. However, care should be taken not to make it more complex than necessary.

Policy integration

The Code should be presented as an instrument that will help the organisation to achieve its business objectives. It should therefore become an integral part of the organisation's business strategies, plans and operational policies.

It should be explained that the Code, in its field of application and together with other related documents, sets the ethical benchmark of the organisation, and how that relates to assets such as brand value. The way these ethical norms impact on the organisation's activities and communications should also be outlined. All of this should be done in a manner that takes account of the organisation's degree of complexity (size, structure etc) and fields of operation. Particular attention should be given to relevant, ethically sensitive areas (target groups, culture, type of products, communications, etc).

Observance of the Code should be required of external suppliers and made part of the contract.

Obligations and responsibility

Responsibilities for managing the Code should be clearly identified and assigned. This should include observance of the substantive rules as a matter of professional diligence, as well as compliance procedures at different levels and stages. Responsibilities should be matched by adequate powers of intervention. Likewise, accountability should come with responsibility, and be applied in practice.

Particular compliance risks should be identified and potential consequences of failures be analysed. If needed, responsibilities and powers should be specified and enhanced.

It should be clarified that certain "excuses" are not accepted. The fact that competitors allegedly are using unethical practices is not a valid reason for doing the same, nor do sluggish sales justify breaches of the Code.

Large organisations often have a dedicated compliance officer with operational responsibility for compliance. Smaller organisations may also have someone with such overall responsibility, although combined with other tasks. As the Code should be part of the organisation's total "normative package", it is likely to fit well into the responsibilities of that position. However, appointing a person or a group as generally responsible for code management does not relieve others of their assigned responsibilities. Successful implementation depends on cooperation, and managers should lead by example. A way of promoting compliance may be to have ethical conduct explicitly mentioned in position descriptions.

Interpretation

Adherence to the Code is not just a matter of mechanical application. The rules have to be understood against the background of the Code's basic principles and its purpose and objectives. A formalistic approach should not be adopted. This means, for example, that a practice which clearly runs against the ethical principles underpinning the Code should not be undertaken, even though it is not explicitly addressed by any specific article. Also, using a name or a denomination different from the Code's terminology for the purpose of circumvention, should not be permissible.

In most cases, the understanding of the Code should be unproblematic for a person with adequate training. However, borderline issues are likely to arise now and then. Those should be addressed with due care and insight, taking into consideration possible overall policy implications. Decisions should be recorded and kept easily available for employees concerned to ensure coherent and consistent application.

Resources and support

The introduction and maintenance of the Code as an instrument in the day-to-day operation of the organisation are bound to require some dedicated resources, depending on the kind of organisation. However, it is crucial that adequate resources are provided. Lack of resources tend to be taken as a sign of low priority, and undermines the respect for the Code and may put the credibility of the leadership's basic commitment in doubt.

Resources will be required for such activities as communications and education/training, and for setting up mechanisms for information sourcing, complaints handling, feedback analysis, referral of controversial issues, and enforcement etc. Also, there is likely to be a need for various tools, such as checklists or manuals, to facilitate the application of the Code.

It is essential that line managers and employees who are faced with obligations and responsibilities are given adequate support. In particular they should have easy access to advice, whether in-house or externally. Seeking advice is an important component of an overall compliance culture, and should be encouraged.

Education and training

When introducing the Code for the first time there is usually a need to raise both awareness and knowledge of its substance and function. This may require a fairly extensive education effort. This should be adapted to the specific features and operations of the organisation, so as to make the Code seem relevant from the start. Practical orientation with illustrative examples is usually better than just dry theory.

The purpose of the broad education should not be to turn everybody into code experts, but rather to convey basic knowledge and the ability to identify elements that might be problematic or controversial, and hence to seek advice/referral. Those having taken the course should be able to confirm they are familiar with the Code contents and understand its principles and the relevant ensuing obligations.

For those who have particular, identified responsibilities for the application of the Code, further in-depth training may be required. That is likely to focus on assessment capability, in terms of Code substance and in relation to organisational policies and objectives.

Education and training should include information about any existing self-regulatory body, set up by industry for the purpose of applying the Code in a given country. It should be made clear that decisions by such a body are to be followed. The organisation should make sure those concerned can easily stay informed of the relevant self-regulatory "case-law".

Perhaps the most difficult part here is to keep awareness and knowledge alive over time. Knowledge tends to fade, new persons come into the organisation, and positions change. Therefore, an education and training plan should be established so as to ensure knowledge maintenance and development are kept up.

Monitoring and controls

The effectiveness of the implementation programme should be regularly monitored to ensure the desired performance and behaviours are achieved. Even if monitoring is done by means of sample testing it should be based on a systematic approach. Monitoring should be geared towards identifying compliance problems and points where the system does not work satisfactorily, but also functions that meet requirements particularly

well. Code monitoring can target specific areas or functions, and may be carried out as an integral part of the overall compliance monitoring.

Monitoring is not an end in itself. It is undertaken for a learning purpose so that problems can be remedied and performance improved. Depending on the complexity of the system, specific indicators may have to be developed.

Some controls and check-points are necessary to ensure that Code obligations are met and risks of compliance failure eliminated as far as possible. Preferably, these controls should be designed to fit into the normal decision making process, and not as a stand-alone procedure. However, it is essential that control requirements are clear and documented. For instance, points where approval is mandatory should not be perceived as optional.

Encouragement and sanctions

Code compliance is effectively promoted by the full understanding of its contribution to the achievement of the organisation's business objectives. However, code implementation also needs to involve encouragement as well as deterrence.

This means that compliant behaviour should be visibly rewarded, and sanctions applied in cases of intentional or negligent disregard of the Code or the procedures put in place.

Although a code of conduct is not a legal regulation, it should be made clear that once adopted by the organisation it is not a voluntary instrument, which is optional to follow. Top management should state that breaches will not be tolerated, and that action will follow if needed. The implications for staff could be generally set out in the conditions of employment.

Follow-up and improvement

Monitoring and other follow-up initiatives should be used as a basis for continual improvement of the Code implementation programme. This should include the review of the programme itself.

There are a number of information sources that can be used for this purpose. Apart from monitoring results and feedback from the organisation's own staff, complaints from customers and comments from suppliers and regulators can be analysed. Results may be used to set compliance benchmarks and/or performance targets.

About the International Chamber of Commerce

The International Chamber of Commerce (ICC) is the institutional representative of more than 45 million companies in over 170 countries. ICC's core mission is to make business work for everyone, every day, everywhere. Through a unique mix of advocacy, solutions and standard setting, we promote international trade, responsible business conduct and a global approach to regulation, in addition to providing market-leading dispute resolution services. Our members include many of the world's leading companies, SMEs, business associations and local chambers of commerce.



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