



Online reviews: Don't believe everything you read

So, now that you've read the online review and they're all so positive you're ready to make the purchase, but hold on there, are all the reviews actually the honest opinions of real customers? Unfortunately, these days it can be sometimes hard to tell. Then there is the rise of the influencers and brands vying for them to promote a product, but again, it's not always clear to consumers if a review is paid-for or a real honest review.

With March traditionally Fraud Prevention Month (an annual initiative by the [International Consumer Protection Enforcement Network \(ICPEN\)](#)), ECC Ireland thought it would be good idea to take a look at fake online reviews as well as influencer endorsements, what is being said about it, relevant legislation and who to contact if you think you've been similarly misled.

Our consumer success story of the month deals with a faulty fitness tracker while the consumer query examines your rights when a product is not exactly the same as the photo on the trader's website.



The good, the bad, and the fake online review

We've all heard the phrase 'fake it till you make it' and yes, sometimes it can be good advice, but unfortunately some businesses have taken that mantra to a whole other level by posting fake reviews online under the guise of being just your average consumer. According to [reports](#), others have gone even further by blatantly encouraging would-be reviewers to post fake reviews in return for some sort of reward. Businesses have also turned to influencers to promote products or services

which in itself is not a problem; what is a problem is not making it clear to consumers that a review/endorsement on social media and other mediums is paid-for and not just the influencer graciously deciding that this is her '#fav #essential #mustbuy' face cream – just like the 100 or so other favourite face creams in a space of just a few days.

There's no doubt whatsoever that online reviews and even the ever-increasing presence of influencers have their place in a business' ecommerce and marketing plans. Reviews are also an extremely handy tool for consumers, when used in conjunction with other research activities, to find out more about a product or service, or to see if others had a good experience, before they make a commitment to purchase and enter into a contract. However, there is also a negative side.

According to a [European Parliament think tank document on 'online consumer reviews'](#) published in 2015: *'Misleading or fake reviews undermine the consumers' confidence in the integrity of online reviews and lead to consumer detriment. A fake review can be defined as a positive, neutral or negative review that is not an actual consumer's honest and impartial opinion or that does not reflect a consumer's genuine experience of a product, service or business....The problem of fake reviews not only concerns individual consumers; it can lead to an erosion of consumer confidence in the online market, which can reduce competition.'*

Consumers should indeed read reviews but always take it with a pinch (or more) of salt.

Research, investigations and court actions about online reviews

Thankfully the problem of fake online reviews or dodgy endorsements has not gone unnoticed by the media and various authorities. In fact, there has been a concerted effort to raise awareness. Some of these include:

- In January this year, it was reported that [RTÉ presenter Miriam O'Callaghan is to issue defamation proceedings against Facebook](#) for alleged failures to stop false advertising which mislead consumers into believing that she is an avid user and endorser of a face cream. The ads act as 'clickbait' to encourage consumers to provide their credit card details in return for a free trial but later discover additional sums are debited from their accounts.
- The [Advertising Standards Authority of Ireland \(ASAI\) recently released record-breaking figures for the number of complaints it received in relation to social media and influencers](#) who are paid to promote products. In the UK, the Competition and Markets Authority (CMA) last year launched an investigation into influencers who fail to disclose that they were compensated to post content on behalf of brands and announced it had secured final commitments from 16 celebrities to change the way they label social media posts.
- [UK consumer group Which? carried out an undercover investigation of so-called 'fake review factories'](#). This involves Facebook groups being set up where companies post details of products for which they are seeking positive reviews and the reviewer is refunded. Which? also polled its members and found 97% use online reviews when researching a product but three in 10 (31%) were disappointed after buying a product because of excellent feedback.
- Described as a landmark case, the owner of an [online review company in Italy](#) received a jail sentence of nine months and was ordered to pay €8,000 in costs and damages for posting fake reviews on TripAdvisor on behalf of hospitality businesses.

- ECC Ireland has also done its part in raising awareness. We contributed to an [article in The Irish Times](#) about how some businesses deceive consumers by writing fake glowing reviews or getting others to post positive reviews.



Online reviews – consumer rights and industry rules

European legislation protects consumers against unfair commercial practices, such as bait advertising, false claims, misleading offers or aggressive practices. However, there is also an onus on the consumer to take every reasonable precaution and do research about a trader, product, or service as not all commercial practices are necessarily misleading and have to be assessed case-by-case.

The [EU Directive 2005/29/EC on unfair commercial practices](#) defines misleading or aggressive commercial practices and prohibits certain practices that harm or are likely to harm the economic interests of a consumer. For example, the Directive explicitly prohibits the practice of ‘falsely claiming or creating the impression that the trader is not acting for the purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.’ Consequently, any review presented by a trader as consumer feedback must genuinely reflect real consumers’ opinions or experiences.

The Directive also provides that the public must be informed if a newspaper article, TV programme or radio broadcast has been ‘sponsored’ or ‘paid for’ by a company as a way to advertise its products or services. This must be made clear by images, words or sound (for example, clearly stating the word ‘advertorial’ at the top of a paid-for newspaper article/promotion).

The [Advertising Standards Authority for Ireland \(ASAI\)’s Code of Practice](#) includes a section on misleading advertising which states:

- ‘A marketing communication should not mislead, or be likely to mislead, by inaccuracy, ambiguity, exaggeration, omission or otherwise’.
- ‘Endorsements by fictitious or historical characters should not be presented as though they are genuine testimonials’.

What should consumers do?

Whether it is a review or an influencer endorsement, consumers should always, ALWAYS, do their own research on a trader and its product or service thoroughly before buying. Don’t just take a reviewer’s or influencer’s word for it; this is just one part of the overall research process. Other checks you should be doing include visiting the seller’s website to ensure that they give full contact details (including phone number, email, and geographical address) and not just a contact us form,

and checking the terms and conditions. You can also do a 'whois lookup' search to find out more about the website and try to locate independent online feedback.

Check out ECC Ireland's ['Do your research when shopping online'](#) article and [tips for shopping online](#) for more advice on researching an online trader.

If you think you've been misled, to the extent that it was a major factor in your decision making to complete a purchase, then there are various organisations that you can seek advice from and/or report the matter to:

- [European Consumer Centre Ireland](#) for cross-border disputes (where the trader is based in another EU/EEA country).
- The [Competition and Consumer Protection Commission \(CCPC\)](#) for disputes between an Irish consumer and an Irish-based trader.
- [Advertising Standards Authority for Ireland](#) for complaints about the content of an advertisement or promotion or how a promotion has been run.
- If you think you have been a victim of a scam/fraudulent activity then this would be a criminal matter and should be reported to the [Garda National Economic Crime Bureau](#).

Consumer success story of the month:

A Spanish consumer contacted ECC-Net following difficulties she experienced with the purchase of a fitness tracker. The device developed a fault shortly after purchase and was returned to the retailer. The retailer supplied the consumer with a new watch but this was not compatible with her mobile device so she sought a refund. The company undertook to issue her with a refund but would only do so by means of a cheque or pre-paid credit card. ECC Ireland contacted the trader concerned to clarify the situation and to request that the consumer was refunded by the original method of payment or, if this was no longer possible, by electronic bank transfer. The company apologised for the misunderstanding and promptly refunded the consumer by bank transfer.

Consumer query of the month:

Q: A coat I bought from a UK-based website looks very different to the pictures that were online advertising it; the colour is a much darker material. When I contacted them, they said to send it back. I pointed out the inconvenience of it and asked them to cover the cost of postage, but they refused saying that the postage would cost more than the coat itself because of the weight. What are my rights?

A: When a good is found to not be in conformity with the contract, for example, the goods don't comply with the description given by the seller and possess the qualities of the product which the seller held out to the consumer as a sample or model (this can include photos of the product), then there are remedies available under the [Sale of Goods and Associated Guarantees Directive 99/44/EC](#). In this instance, the consumer may request to have the good(s) brought into conformity by either repair or replacement, free of charge. So, the seller should either pay for the return postage initially or later reimburse the consumer.

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There are also protections under the Consumer Rights Directive 2011/83/EC which entitles a consumer to a right of withdrawal, or otherwise known as the 14-day cooling off period, for most online purchases where you can return the good(s) for any reason and get a refund of all sums initially paid (cost of item plus original delivery cost). Consumers have 14 days from the time they receive the good(s) to inform the trader that they wish to avail of the right of withdrawal and then a further 14 days to return the good(s). It's important to note that consumers may have to bear the cost of returning the good(s), unless the trader has offered to collect the good(s) or bear such costs, or has failed to inform the consumer that he/she has to bear them.

It may be possible to argue that the coat purchased is not in conformity with your contract of sale given the colour discrepancy between the garment received and the images presented on the trader's website. The strength and likely success of such an argument will depend on the extent of the discrepancy; the supply of a coat in an entirely wrong colour (i.e. blue instead of red) is much easier to establish than variations of shade within the same colour. This is because the colour of images shown on a particular website may be affected by the lighting used to take the pictures as well as technology used to access it on the consumer's side. Therefore, while an online trader must seek to accurately reflect the colour and description of their products, it is not possible to guarantee that these will exactly match the colour representation viewed by a consumer on their device.

This inherent risk in online shopping is mitigated by the availability of the cooling off period referred to above which enables consumers to cancel online purchases within 14 days if they are unhappy with their order. In any case, when shopping online it is always prudent to check the terms and conditions for returns policies and to avail of the cooling off period and other consumer rights as soon as possible if you're not happy with your purchase.

If you want more information about this or any other cross-border consumer issue, please go to our online contact us page on www.eccireland.ie. You can also follow us on [Twitter](#).

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The European Consumer Centre is part of the European Consumer Centres Network (ECC-Net), which covers 30 countries (all EU countries plus Norway and Iceland), and offers a free and confidential information and advice service to the public on their rights as consumers, assisting customers with cross-border disputes. ECC Ireland is funded by the European Commission and the Competition and Consumer Protection Commission.

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