



Not About the Ingredients but About the Goods

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Sometimes it is important to go back to the basics. Let us recap. All the terms of the advertisement are binding for the advertiser when said terms are objective.

The objective conditions of advertising, should be understood as all those statements that refer to characteristics, qualities or attributes of the product and that fulfill an informative function aimed at providing the consumer with arguments that guide them in their purchasing decision, therefore objective statements capable of misleading the consumer are expressly prohibited, either because they are literally false, or because despite being true, due to the way they are presented, they distort the reality of the product offered.

Moreover, it is forbidden to use deceiving advertisement. In case

any advertisement is deemed deceiving, the advertiser is held liable for the damages caused to consumers.

Furthermore, the media, will be held liable as well, if it is duly proven that the media acted in bad faith or with the intention of causing damage.

The elements to determine whether the advertisement, logo or motto or in general any form of advertising is misleading, refer to the indications about the characteristics of the goods or services, such as their availability, nature, execution, composition, the procedure and date of manufacture or provision, its appropriateness or suitability, uses, quantity, specifications, geographical or commercial origin or the results that can be expected from its use or the results and essential characteristics of the tests or controls carried out on the goods or services.

Advertisement is the form of communication or dissemination to direct the public's attention through any communication channel, in order to encourage consumers to purchase the products offered on the market.

Advertising activity in itself has a high potential for harm, to the

extent that the actions of a merchant that are contrary to commercial customs and practices can cause serious damage, not only to the market but also to consumers, which is why which, the content of the message must be truthful, honest and comply with the usual practices of commerce, since above all, advertising must fulfill the guiding function, that is, make the consumer choose basedly among the variety of goods and services that are offered. offered in the market, since that is precisely the protected legal interest.

Given the above, let us dive into the case. The Consumer Protection Authority received a claim from a consumer against a laboratory. Said laboratory informed the Authority that the goods in question were never delivered to consumers but rather that they have a manufacturing agreement with INVERSIONES IPRO S.A.S., concerning the product named COLLAGINUS. Thus, the laboratory never commercialized the goods.

The Consumer Protection Authority redirected its investigation to the actual provider and distributor of the goods and requested further information concerning the product named COLLAGINUS as it was being sold as a “miraculous” product.

INVERSIONES IPRO S.A.S., offered the product named COLLAGINUS in its profile at Instagram: @colageno.co informing consumers possible health benefits, apparently without having

technical or scientific studies that would allow to verify that the product itself *"helps overcome joint ailments", "helps avoid muscle wear", "helps reduce wrinkles", "increases the elasticity, firmness and moisture of the skin", "protects, regenerates and strengthens the scalp"*.

The statements were not substantiated with technical or scientific studies, hence, there is no evidence that said product has the characteristics and properties that were advertised, which could lead to deception or error regarding its characteristics.

1. INVERSIONES IPRO S.A.S., considered that since there were not actual claims filed against them, the Authority could not investigate their activities.

The importance of this argument is that it allowed the Consumer Protection Authority to clarify the scope of its activities. In fact, the inspection, surveillance and control functions of the Authority are aimed at safeguarding the rights of consumers considered universal, therefore, they are not subject to the prior existence of a claim or complaint.

Moreover, all advertisers must comply with the Consumer

Protection Statute, regardless of the fact that a claim or complaint is filed.

- INVERSIONES IPRO S.A.S., stated that they were unaware of the complaint.

Again, the argument allowed the Consumer Protection Authority to clarify the how the proceedings concerning consumer protection may start.

Administrative proceedings can be initiated either ex officio or at the request of any consumer, and once the administration considers that there is merit, as a result of preliminary investigations, it issues an administrative act (writ) formulating charges, in which is indicated with precision and clarity the conduct that is being investigated, the provisions allegedly violated and the sanctions or measures that would be appropriate.

In this case, the claim was not determining but a contributing factor, as the Consumer Protection Authority found merit to initiate the investigation, based on the breach of the Consumer Protection Statute.

- INVERSIONES IPRO S.A.S., stated to be the exclusive distributor of the product named COLLAGINUS and to have the health registration.

The Consumer Protection Authority indicates that the health registration does not become an endorsement for the investigated party to make objective statements regarding a product without substantiation and that its conduct could affect consumer's rights.

- As for the properties of the product named COLLAGINUS, INVERSIONES IPRO S.A.S., stated:
- The consumption of foods that contain hydrolyzed collagen, biotin, iron, zinc, and other vitamins is known worldwide and medically for its multiple health benefits, which is why, over time, it has become common, and the consumption of these nutritional supplements is customary.
- There are studies that have analyzed the positive effect that consuming hydrolyzed collagen, biotin, iron, zinc, and other vitamins has on the human body.

- Only by having access to the Internet was it possible to verify on medical pages the recommendation for the consumption of this type of product and he indicated that he based his advertising objectively and not on his own estimated judgments about his product.

The Consumer Protection Authority indicates that even when INVERSIONES IPRO S.A.S., provided a technical sheet of the product, there was no technical or scientific support to support the objective statements previously stated.

The documents filed did not refer to the product named COLLAGINUS. The documents are not suitable for the product in question, since they generally refer to one of the components of the product, but not their interaction with the product as such, which denotes an evident absence of adequate elements of judgment for support the claims made in the advertising.

Each advertiser, before presenting a product to consumers through any means of communication in order to influence their consumption decision, when using promises and results of the product to be offered, firstly, its results must be verified, secondly Firstly, this verification must be prior to the announcement of the attributes of the product supported by sufficient evidence prior to the announcement itself and, finally, it is required that the scientific evidence or support corresponds

to the product itself and not to one or more of its ingredients.
isolated form.