

Recommendations for Black Friday

Black Friday is back! This year's date is Friday, 24 November 2023, the day both local and online sellers offer advantageous discounts to thousands of consumers, especially with the Christmas season approaching. However, consumers should not be caught by the hype and assume that one is making a bargain. Do some homework before purchasing, as there may be risks of unreal offers, known as scams. For this reason, this year, we recommend being more careful when you acquire an offer online.

As we know, Black Friday promotions can be scams, especially online. We find various forms of scams, such as advertisements on social media, fake websites, and fake electronic payment pages, all aimed at taking our money as consumers and leaving without any trace.

Towards the end of 2022, Malta adopted directive number 2019/2161, also known as 'Omnibus', because it made amendments to four directives that directly affect the consumer. This Directive strengthened the protection

of consumers when they are shopping online. A vital obligation that came through this Directive is that in case the seller is going to make a discount on a particular product, as what usually happens during Black Friday, the original price must be the same as it was 30 days before. Thus, if you as a consumer are going to buy an item on sale at a special price, the seller must show you the original price as it was 30 days before the price was reduced. This new obligation on the trader is intended to protect you as a consumer so that you know if the offer is advantageous.



Recommendations when shopping online

First, checking all available information about the seller before concluding your purchase is essential. Check that you have the name and all the details of the seller, such as where he is based, as well as the postal address so that you can contact him in case of a problem. Remember that many of your rights depend on whether the seller is registered in one of the European Union (EU) countries. It may be that specific electronic sites appear to be in one of the EU countries, but when one looks carefully at the site, one notices that the seller is based in a country outside of Europe.

If you buy from an online seller for the first time, search for previous experiences of other consumers who have already purchased a product or

service from that seller. One should still be careful because these experiences left by consumers can sometimes be fake and intended to deceive the consumer. Therefore, as a Centre, apart from seeing the experiences of other consumers, you should also be careful to read the terms and conditions linked to the purchase, especially those terms related to cancellation and delivery. It is important that when you are satisfied with the information provided by the seller before you decide to buy online, keep a copy of the entire process until payment is made, as well as the order confirmation and any correspondence you may have with the seller.

Choose those online sellers that offer a safe payment method, such as a credit card or online payment system. Avoid

those online sellers who only accept payments where it is complicated to get your money back in case of a problem with the seller. One of the most used methods is when you are asked to pay by bank transfer.

When making a payment, only enter your bank details if the site address starts with the letters HTTPS:// and the padlock symbol is visible on the seller's website. These are indications that your bank details are protected from theft by third parties while the transaction is being finalised. However, this does not mean that because the website is safe, we can grab and buy without checking all available information about the online seller, especially if the product or service's value is substantial.

What are the consumer's rights when buying online from an EU country?

When we buy online, we cannot see or touch the item; thus, the law has given us the right to return the item, provided it is in the same state we received it without providing any explanation. This right is known as the right of withdrawal, where we, as consumers, can return the item within 14 days of receiving it.

All products sold to consumers must comply with the product description, be suitable for their specific use, and perform similarly to similar products. If the purchased product does not comply with these specifications, the consumer can request a remedy from the seller. If the product is not working, the seller's

first obligation is to repair or replace the product. If these two remedies cannot be given, or otherwise it will cause a significant inconvenience, one has the right to ask for the money back.

If you want to return the product for any of the reasons mentioned above, the terms and conditions dictate who must pay for the delivery. Therefore, it is vital that before we buy, we read the terms and conditions well. In case the product does not arrive after 30 days from when the order was placed, as a consumer, you have the right to cancel the order and ask for your money back.

The minimum EU legal guarantee time for all new products is two years and applies to all products purchased irrespective of being purchased at a discounted price. The EU legal warranty is applicable without any cost, whilst the commercial warranty, which the seller provides, may vary. The commercial warranty can only add protection to the legal one. EU regulations ensure you are entitled to this guarantee at no cost in all EU countries, including Iceland, Norway, and the United Kingdom.

Dark Patterns

Dark Patterns are interface designs and techniques created to deceive and manipulate users to perform certain actions or make specific choices. They are, therefore, hidden marketing strategies which use the design of websites to influence the consumers' choices at the expense of the consumer's autonomy and well-being. Dark patterns can be found in various online platforms, including e-commerce websites, social media platforms, subscription services, and mobile applications.

Amongst the most frequent situations are products that are quickly added at the end of the order process, banners highlighted specifically to make consumers click, warning messages for having refused a discount, and subscriptions that are activated with a click but impossible to cancel.

Examples of dark patterns

You are ordering a flight and there are two prices available. If you are not a member, you will have a discounted price. Most consumers will love a bargain and opt for the discounted price. What will happen is that 30 days after the booking, the consumer is charged a membership fee. Once the consumer notices that he was charged without giving his consent, in most cases, the consumer will contact the trader. The design of the website will make it almost impossible for the consumer to make contact and cancel the subscription.

Another example is that you are purchasing a tablet, and while in the process of purchasing it, an item related to the tablet appears in your basket. It is in your interest to purchase this cover/screen protector as it will protect

your purchase, but it should be your decision as a consumer. Alternatively, a pop-up might inform you that other consumers purchasing this item also purchased another particular item too.

Another typical example is when you are trying to book a flight, or a hotel room and a message appears that this is the last chance to book the room or flight at this price or the last one available.

Be Cautious!

One cannot say that this type of practice will harm us as consumers, but we have to be aware to recognise them before making our purchase.

- Take precautions, compare prices on different websites and check whether the offer still makes sense to you.
- Never fall for information intended to pressure you, like "last item left at this price".
- Always ask yourself if what is offered to you really meets your needs and corresponds to what you are really looking for.
- Before proceeding with the purchase, read the order, or booking carefully and eliminate any extra items/options/services that may have been added automatically by the system without your consent.
- Always remember that you have the right to withdraw within 14 days of purchase.

These are all examples of businesses trying to increase their revenue. Sometimes, there is nothing wrong, but it is important that, as consumers, we take our time, read carefully, and make informed decisions in our best interest.



Success Story



A Maltese consumer ordered a mobile phone from an online platform for the price of €1112. The order was dispatched from an Italian warehouse after eleven days and shipped via UPS. The consumer was also forwarded the tracking number and received the item within two days. To the consumer's surprise, when he opened the parcel, he found an audio CD, not the mobile phone.

The consumer contacted the online platform, and their representatives instructed the consumer to return the incorrect item for a full refund, assuring that they would cover the return shipping costs. The consumer provided the requested proof, including photos of the parcel, the wrong item, and order details.

The consumer incurred a cost of €71.54 to return the wrong item. Even though the consumer was promised that he would be refunded, he was later informed by the Relations team of this online platform stating that they would not refund the consumer without any explanation. In view of this, the consumer sought assistance from ECC Malta. We immediately shared the consumer's case with ECC Luxembourg, who contacted the online platform on the consumer's behalf. Following ECC Luxembourg's contact, the online platform confirmed they would issue a full refund to the consumer. Thus, the consumer received almost €1200, which the consumer paid for buying and sending back the wrong item.



European Consumer Centre Malta

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