[FR] Advertising on Internet Sites

IRIS 2000-4:1/26

Charlotte Vier
Légipresse

A recent decision by the Court of Appeal in Rennes confirms that the Internet is merely another vector of information subject to common law. The decision also helps to refine the definition and the limits of advertising on websites. In the case in question, a bank offered credit solutions on its site that were accompanied by examples of financing and a page of advertising for a credit card. A consumer association had the existence of these pages noted officially by a bailiff and called on the district court in Rennes to order their immediate removal on the grounds of violation of the Consumer Code. The discussion in this case centred on the question of whether or not the pages of the bank's site constituted advertising. Article L 311-4 of the Consumer Code states that advertising related to credit operations must contain compulsory specific information, including the identity of the lender, the nature, purpose and duration of the operation proposed, the total cost, and in certain cases the actual overall monthly and annual rate. The plaintiff association claimed that the bank had not indicated some of these details, and in its defence the bank in question maintained that discussion of the matter was pointless since an Internet site did not constitute an advertising support. The bank felt that people visited the site voluntarily to consult its pages and that the information it contained concerned the banking group and was not directed at promoting its products, so that it did not constitute advertising. The reply of the Court of Appeal in Rennes could not be clearer - it was perfectly possible for an Internet site to constitute an advertising support, even though visitors to the site in question had to register first and chose deliberately to visit the site. The judges held that the essential criterion of an advertising support was that it could carry an advertising message, whatever form it took. An advertising message is a communication which, apart from presenting information about a product, is aimed at encouraging its consumption. As the site in question was aimed, not only by its very existence but also by its content, at promoting the commercial activity of the bank, the attractive presentation of credit contracts could therefore not be regarded as anything other than advertising.

Cour d'appel de Rennes ; 1re ch. B, 31 mars 2000, SA coopérative compagnie financière du crédit mutuel de Bretagne c/ Association Fédération logement consommation et environnement d'Ille et Vilaine.

Court of Appeal of Rennes, 1st chamber B, 31 March 2000, SA coopérative compagnie financière du crédit mutuel de Bretagne v. Association Fédération

© European Audiovisual Observatory (Council of Europe) 2026

logement consommation et environnement d'Ille et Vilaine.

© European Audiovisual Observatory (Council of Europe) 2026

© European Audiovisual Observatory (Council of Europe) 2026