# [SE] Ruling on Misplaced Commercial Breaks

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On 17 February 2010, *Regeringsrätten* (the Swedish Supreme Administrative Court) delivered a judgment in a case regarding the placement of commercial breaks in the film 'Clear and Present Danger', starring Harrison Ford, broadcast by the Swedish nationwide television channel TV4.

*Granskningsnämnden för radio och TV* (the Swedish Broadcasting Commission - GRN) initiated proceedings against TV4 claiming, inter alia, that it had violated section 7:7 of *Radio- och TV-lagen* (the Radio and Television Act - RTL), since TV4 had placed a commercial break in connection to a scene where the drama of the film increased.

TV4 disputed the claim arguing, inter alia, that it was a common practice to place commercial breaks close to so-called cliff-hangers, and that viewers were used to such breaks.

The RTL, in section 7:7, states that, as a general rule, advertising is to be broadcast between programmes. However, providing that certain conditions in section 7 (a) are fulfilled, a programme may be interrupted by advertising, if this occurs in a manner that does not violate the integrity and value of the programme or the rights of the holders of broadcasting rights, with due consideration to natural intermissions and the length and character of the programme.

Section 7:7 (a) of the RTL states that commercials may be broadcast during feature films and films made for television, with the exception of television serials, light entertainment programmes and documentary programmes, if the scheduled broadcasting time exceeds 45 minutes. Commercials may be broadcast once every complete period of 45 minutes. If the scheduled broadcasting time is at least 20 minutes longer than two or more complete periods of 45 minutes, a second commercial break is permitted.

The Supreme Administrative Court held that the objective of the above-mentioned provisions is to establish a balance between the broadcasting companies and consumers' rights. The court went on to reason that the travaux préparatoirs of the RTL stated that commercial breaks should be placed where, even without such a break, there would have been a break in the continuity of the programme. However, TV4 had placed the commercial break in question during, and in

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connection to, the most dramatic part of a scene. Therefore, the Supreme Administrative Court considered the placement to constitute a violation the integrity and value of the programme.

Accordingly, the Supreme Administrative Court granted GRN's request and imposed a special fine amounting to SEK 25, 000 on TV 4.

### *Regeringsrättens dom i mål nr 3267-06 av den 17 februari 2010 mellan TV4 AB och Granskningsnämnden för radio och TV*

*Judgment of the Supreme Administrative Court in case No. 3267-06 of 17 February 2010 between TV4 AB and the Swedish Broadcasting Commission*

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