#PrawaKonsumenta2023 – WHAT IS GOING TO CHANGE FROM 1 JANUARY?

* **For online shoppers: verification of opinions on the Internet, clear rules for offers placement, updates of digital content and services.**
* **For sales lovers: transparent information about price reductions.**
* **For everyone - new rules for complaining about defective products.**
* **For senior citizens: no more loan contracts or immediate acceptance of payment on commercial shows and trips.**

**[Warsaw, 2 January 2023]** On 1 January 2023, a number of regulations that are important for consumers entered into force. Amendments to Polish law (including the Act on Consumer Rights, the Act on Counteracting Unfair Market Practices, the Act on Information on Prices of Goods and Services, the Civil Code) result from the implementation of three EU directives: the Omnibus Directive, the Goods Directive and the Digital Directive. In addition, regulations were introduced at the initiative of the President of UOKiK in order to stop unfair practices on commercial shows.

- *The aim of the amendments is first and foremost to adapt the regulations protecting consumers to the dynamically developing digital world. We make online shopping more and more often, use digital content and services, conclude online contracts for which we pay with our data. In all these situations it is necessary to ensure a high level of protection for consumers* – says Tomasz Chróstny, President of the Office of Competition and Consumer Protection.

Thanks to the new regulations, it will also be easier to fight against phenomena that are detrimental to consumers, such as fictitious promotions, double quality of products in different countries, purchase of tickets for concerts by bots or false opinions on the Internet.

Below you will find a short guide on the most important modifications. In the coming weeks, we will discuss them in more detail on our website and in social media.

**FOR ALL SHOPPERS**

**Price reductions.** Any trader who announces a promotion or sale will have to provide, in addition to the current price, the lowest price of the 30 days preceding the reduction. For perishable products with a short shelf-life date, the seller is to show the current price and the price before the initial application of the reduction while for products offered by the trader for less than 30 days, the lowest price from the start of the sale until the introduction of the reduction. There is no obligation to do so if the trader simply reduces the regular price without advertising or selling.

**New rules for complaints.** The name will be changed: instead of “warranty” we will have “liability for non-conformity”. In the first place, the consumer may demand a repair or replacement of defective goods. Reimbursement (partial or full) will be possible at the next stage of the claim. Consumers will benefit from the extension up to 2 years of the period of presumption that non-conformity existed already at the time of purchase. The seller will be liable for defects - as has been the case so far – for 2 years from the delivery of the goods. It is new that, in the case of second-hand goods, it will not be possible to shorten this time to one year. The limitation period for claims will be extended to six years.

**Double quality.** It will be prohibited to place goods on the market as identical to those sold in other EU countries if they differ significantly from them, for example, in terms of composition, and this will not be objectively justified.

**FOR ONLINE SHOPPERS**

**Information on commercial platforms.** Consumers will be clearly informed whether the entity offering goods, services or digital content on the platform is an entrepreneur or a natural person. In the latter case, they will also learn that there are no provisions in this relationship that protect consumers, for example, the possibility of withdrawal. The platform must also communicate how it has shared with the seller the obligations related to the performance of the contract.

**Offer placement.** If a trader provides a possibility to search for products, they must inform about the main parameters which determine the order in which the results appear. It will also be necessary to clearly disclose paid advertising or payment made in order to obtain a higher placement of products in the search results.

**Consumer opinions.** Any trader who provides access to the product reviews will have to inform whether and how they verify their authenticity and whether they have included all the opinions or only those positive ones. The inclusion of false or distorted opinions will also be directly prohibited.

**Individual price adjustment.** If a trader applies it, they will have to clearly inform the consumer about this fact. This applies, for example, to situations where the price is automatically set for a specific recipient depending, for example, on their location, the device they use (smartphone, desktop computer) or the history of viewed websites. This, however, does not apply to a dynamic price profiling or real-time pricing, i.e. mechanisms that are based on factors unrelated to a specific user, such as a change in demand for given goods.

**Tickets for concerts and games.** It will be forbidden for traders to buy tickets for cultural or sporting events via bots and then to resell them to consumers.

**Goods with digital elements, digital content and services**. It has been clearly indicated that they can be complained about in the same way as any other goods or services. A trader will also be responsible for the compliance of such digital goods, e.g. games, computer programs, with their trial versions or announcements. They will also be obliged to provide consumers with updates for at least 2 years.

**Agreements paid for with personal data.** Consumers will be protected not only if they pay for digital content or services, such as access to applications, with money but also with their personal data. The same rules will apply to services against payment, such as the possibility to withdraw from the contract within 14 days.

**BETTER PROTECTION OF SENIOR CITIZENS - FOR SHOPPERS ON SHOWS AND TRIPS**

**Extending to 30 days the period for withdrawal from a contract** concluded during an unsolicited visit to the consumer’s home or a trip. In the case of shows, this will continue to be 14 days.

**Prohibition of concluding financial contracts during a show or on a trip.** A contract concluded in such a situation, such as a loan contract, will be null and void and will not have an effect on the consumer.

**Prohibition to accept payments before the expiry of the withdrawal period.** This applies to contracts concluded during a show, a trip or an unsolicited visit at the consumer. The solution will make it possible to take an informed purchasing decision and consumers will not be exposed to financial losses if they opt out within the statutory deadline.

The **possibility of withdrawing from certain** off-premises or distance **contracts for health services.** This includes first and foremost the so-called contracts involving medical subscriptions.

The new rules will apply to contracts concluded from 1 January 2023.

**Consumer Support:**

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[Consumer Ombudsmen](https://uokik.gov.pl/pomoc.php) – in your town or district