

THE THEORY OF PREVENTIVE CONSUMER LAW IN DIGITAL ADVERTISING

Camilo Alfonso Escobar Mora, Ph.D. in Law

Founder of JURÍDIA®

gerencia@juridia.co - www.juridia.co

JURÍDIA S.A.S. © All Rights Reserved



Mobile: (57) 320 803 4090

Address: Carrera 50 # 104B – 77, oficina 503

Bogotá D.C., Colombia, South America – Worldwide

Website: www.juridia.co

E-mail: communication@juridia.co

PRELIMINARY MESSAGE

In the **blog of JURÍDIA** <http://juridia.co/blog/> there are texts and illustrative graphs about the theory.

TEMARY

1. Introduction.
2. Development.
3. Conclusion.

Note: the conference is focused on the collective construction of knowledge.

OBJECTIVE

- Explain the juridical foundations of *the theory of preventive consumer law in digital advertising* (created by the lecturer) to make (including: create) clarity about the (juridical) form that must have (properly: that must be) business digital advertising to be (juridically) valid.

METHODOLOGY

- The theory was created through a qualitative analysis of the law that detected and clarified (including: defined) the conditions of (the) juridical validity that must met (must have –must be–) the being called: business digital advertising –the business digital advertising– (to be –juridically– valid) and the establishment of the (juridical) foundations that make its being coincide with those conditions (that is to say: to make it coincides with the juridical must be –with its juridical must be–) to the extent of the case (tailored to the case).

1. Introduction

***In the theory of preventive
consumer law in digital
advertising: the (juridical)
validity of advertising does not
mean (exclusively) compliance
with the (a) juridical formalism***

**Nor does it mean that advertising is
(juridically) valid because
subjectively it is considered that it
is**

**It means: that advertising
coincides with the law**

**And: law means the juridical must
be defined in the philosophy of law,
the theory of law and the rules of
the Rule of Law**

It is clarified: the rules of the Rule of Law (only) are law if (when) they are harmonious with what is defined in (the) philosophy and (the) theory of law

Since: the philosophy and the theory of law are the structural elements (they are the elements of existence –they are the elements that define the conditions of existence. They are the basis–) of the (being called) law

**For that reason: the (juridically)
valid advertising is the one that
coincides with the (with the form of
application of –of proceeding of–)
law to the extent of its being (of
being of advertising –of being
called: advertising–)**

In this regard, Aristotle clarifies:

“The virtues, therefore, are not born in us neither by nature nor contrary to nature, but being naturally able to receive them, we perfect them in ourselves by custom”.

Then: the company must be (juridically) diligent to make its advertising be (juridically) valid – making it match the law. Tailored to the form (way) in which it applies (proceed) in the case. According to the case and to the extent of the case–

2. Development

JURIDICAL VALIDITY

- It is when the being coincides with the juridical must be that applies to it.

Therefore:

**JURIDICAL VALIDITY EXISTS OR DOES NOT EXIST. DOES NOT
HAVE DIVISIONS**

That is to say that there is only (exists) validity (in advertising) if (when) there is validity in:

1. The business model that is promoted.
2. The processing of personal or non-personal data (if applicable).
3. The creation of the (advertising) piece.
4. The form (way) it works.
5. The form (way) it is communicated.
6. The form (way) in which its (juridical) effects are attended (whether it is an offer or another type of communication).

JURIDICAL EFFECTIVENESS

- It is when there is the enjoyment of the rights and the fulfillment of the duties (applicable) in the case.

JURIDICAL SECURITY (CERTAINTY)

- It is the juridical recognition (including: it is the juridical protection) of the (that has the) – juridical– valid being for being a being that makes juridical effectiveness. Making the being (including: that its –juridical– effect) is allowed and protected by law.

**THEN: THE COMPANY MUST BE
DILIGENT IN MAKING THE
PREVENTIVE LAW IN EACH STAGE
OF THE BUSINESS DIGITAL
ADVERTISING AND IN THE
ADVERTISING UNDERSTOOD AS
THE BEING (THE FORM) CREATED
BY THOSE (ITS) STAGES (FORMS)**

**BEING DILIGENT WHEN IT DOES
IT IN THE FORM (WAY) THAT
MAKES ADVERTISING COINCIDES
WITH THE (ITS) JURIDICAL MUST
BE**

**FORM THAT CAN BE MADE WITH THE
DIGITAL FORM (INCLUDING: THE –A–
FORM OF ARTIFICIAL INTELLIGENCE) OR
THE MIXED FORM (THAT IS TO SAY: THE
FORM THAT INCLUDES THE ANALOGICAL
FORM AND THE DIGITAL FORM) –IN THE
CASE, ACCORDING TO THE CASE AND TO
THE EXTENT OF THE CASE–**

3. Conclusion

THE THEORY OF THE PREVENTIVE CONSUMER LAW IN DIGITAL ADVERTISING CONSISTS THAT EACH BUSINESS DIGITAL ADVERTISING IS (JURIDICALLY) VALID BECAUSE:

1. Achieves (makes) a (valid) language agreement with the consumer.
2. It fulfills the duties of information that apply to it.
3. Its creation, functioning and communication is harmonious (properly: coincides) with the (general and special) norms that apply to it –in general: it coincides with the law. Tailored to the case–.
4. It is attended (its –juridical– effects are attended) in a form (way) that allows the enjoyment of the rights that the consumer has according to (with) the case facts.

BUSINESS DIGITAL ADVERTISING VALID WITH THE THEORY

If it only communicates (that is to say: if it does not communicate information) its validity depends on its creation, operation, communication, content and effect not harming any right of the consumer and that does not apply any duty of information. That is to say: it is valid if it makes juridical effectiveness.

If it communicates and informs its validity depends on the fact that its creation, operation, communication, content and effect do not harm any right of the consumer and that it complies with every duty of information that applies to it. That is to say: it is valid if it makes juridical effectiveness.

Form (way) to make valid business digital advertising with the theory of preventive law

1. Fulfilling (harmonically) the (general and special) norms that apply to its creation, operation, communication and attention.
2. Communicating it in a form (way) that achieves a (valid) language agreement with the consumer.
3. Making the consumer understand the product before its acquisition.
4. Offering products and business models that are harmonious with the norms that apply (in general: making the company coincides with the form –way– in which law apply –proceed– to it).

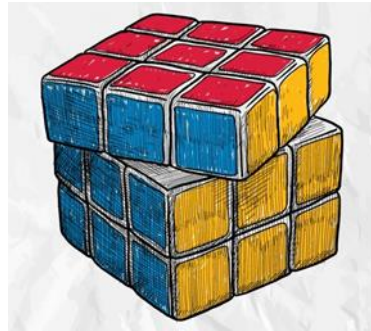
DEFINITELY:

**BUSINESS DIGITAL ADVERTISING IS
VALID IF IT IS HARMONIC WITH THE
DUTIES AND RIGHTS THAT APPLY TO IT
(THAT PROCEED TO IT —THAT
PROCEED TO ITS BEING—)**

**BECAUSE: THE LAW APPLIES TO THE MEASURE
OF THE CASE (TAILORED TO THE CASE)**



Therefore: the theory of preventive consumer law in digital advertising is like a Rubik's cube



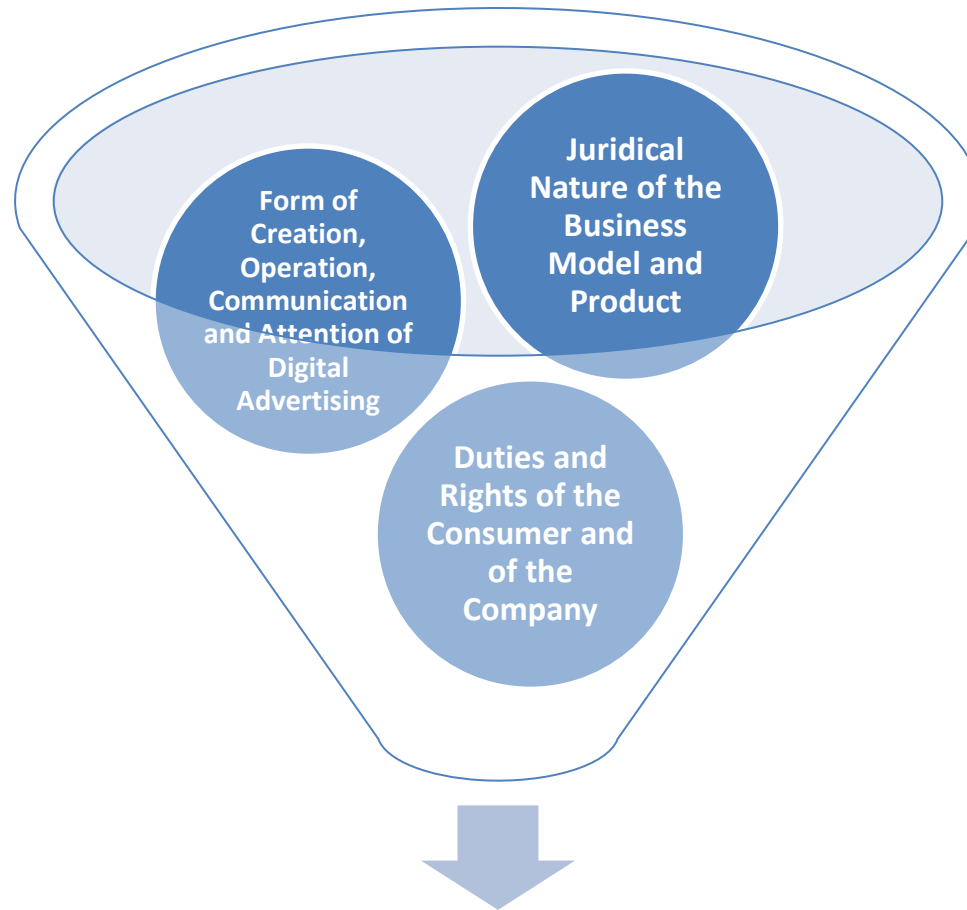
To achieve the juridical validity of business digital advertising all (formal and material) case variables must be detected and harmonized.

SO:

Juridical validity of business digital advertising
= Validity in the creation, operation,
communication and attention of business
digital advertising



Therefore, *the theory of preventive consumer law in digital advertising* consists of detecting and harmonizing the following:



Valid business digital advertising thanks to the theory

!Thanks for your attention!

Camilo Alfonso Escobar Mora, Ph.D. in Law
Founder of JURÍDIA®

gerencia@juridia.co - www.juridia.co

JURÍDIA S.A.S. © All Rights Reserved



Mobile: (57) 320 803 4090

Address: Carrera 50 # 104B – 77, oficina 503

Bogotá D.C., Colombia, South America – Worldwide

Website: www.juridia.co

E-mail: communication@juridia.co