

Netherlands: Advertisements from Greenpeace and *Weerribben Zuivel* deemed misleading

A discussion of two recent rulings from the Dutch Advertising Code Committee on alleged misleading sustainability advertisements.

In brief

Legal actions against greenwashing are on the rise. Consumers and NGO's are increasingly seeking out new avenues to hold companies accountable for allegedly misleading advertisements on sustainability. One of these avenues in the Netherlands is the Dutch Advertising Code Committee (ACC), which regularly handles complaints on greenwashing. Because of this development, the use of sustainability advertisements increasingly exposes companies to regulatory risks. In this blog we discuss two recent rulings from the ACC on alleged misleading sustainability advertisements.¹

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Introduction

In the Netherlands, the ACC (in Dutch *Reclame Code Commissie*) handles complaints from consumers and businesses on alleged misleading advertisements. Consumers and businesses are increasingly reaching out to the ACC with complaints about sustainability advertising: the number of complaints mentioning the word "sustainable" has increased sharply over the past five years.² A misleading sustainability claim may already exist if absolute terms such as "environmentally friendly", "green", "good for the environment" and "clean" are used in advertisements without sufficient substantiation. Moreover, the number of complaints directed at sustainability claims is only expected to increase. This increase may also spill over to proceedings in courts. Court proceedings, where a largely similar legal framework applies, may have significant legal consequences.

The ACC recently published two rulings in which it held that several advertisements from Greenpeace and dairy producer *Weerribben Zuivel* violated the Dutch Advertising Code (DAC). In both cases, the complaints alleged that the advertisements contained misleading sustainability claims.

In this blog we discuss these two rulings. A general article of the DAC, the powers of the ACC and the Sustainability Advertising Code, which is tailor-made for sustainability claims, can be found [here](#).

"A better world starts on your plate"

In the first ruling - which received media coverage even before the ruling was published - the ACC handles several complaints by the Zuidelijke Land- en Tuinbouworganisatie (ZLTO) against teaching materials offered by Greenpeace called: "A better world starts on your plate".³

¹ A Dutch translation of this article can be found [here](#).

² A search on the ACC's website on the word "sustainable" yields 13 rulings for 2019. In 2024, up until the date of this blog, the same search yields 34 rulings.

³ <https://www.reclamecode.nl/uitspraken/greenpeace/voeding-en-drank-2024-00219/503191/>.

The alleged misleading advertisement

ZLTO submitted several complaints to the ACC about various statements made in teaching materials offered by Greenpeace entitled: "A better world starts on your plate". The materials consisted of 43 slides that included a number of videos on the impact of the meat industry on people and the environment. According to ZLTO, several statements in the teaching materials were insufficiently substantiated, incorrect or misleading under the DAC or the Sustainability Advertising Code.

The ACC first concludes that the teaching materials fall under the definition of advertising as laid down in Article 1 of the DAC. According to the ACC, the materials express ideas of Greenpeace and therefore constitute a "public commendation of an idea by an advertiser", meaning that the DAC applies in this case.

ZLTO argued that the statement "Eating meat makes people sick" is also a sustainability claim and that therefore the Sustainability Advertising Code also applies, next to the DAC. However, the ACC ruled that the Sustainability Advertising Code only applies if there is an environmental or ethical claim. Greenpeace's communication is neither, according to the ACC. Interestingly, Greenpeace did not deny that the materials contained sustainability claims; it only challenged that it used absolute sustainability claims.

In contrast, the ACC held that the Children and Youth Advertising Code does apply in this case, because the materials are aimed at children aged 12 and under. For advertisements aimed specifically at children, it is important that advertising is recognisable as such (i.e., in this case it must be made clear that the materials are an advertisement). According to the ACC, the teaching materials are not recognizable as an advertisement. The mere statement on page 1 of the teaching materials, "a better world starts on your plate" with the Greenpeace logo at the bottom is insufficient for this purpose.

Next, the ACC deals with the complaints on the specific statements included in the teaching materials. The statements challenged by ZLTO and the ACC's findings are as follows:

- **Challenged statement 1: "Industrial meat production makes people sick."** The ACC deems this statement too absolute. The ACC considers it relevant that Greenpeace itself stated that according to the Netherlands Nutrition Centre "lean, unprocessed meat" is part of a healthy diet and that the target group of the teaching materials is primary education. Because children may get the impression that eating meat automatically makes them sick or that there is a high risk of them becoming sick, the statement appeals to feelings of fear without a justification therefor.
- **Challenged statement 2: "Did you know that cow farts (methane gas) are even more harmful than CO2. Watch the video!"** According to ZLTO, the referenced video paints an incorrect picture about the contribution of meat consumption to global warming. In response, Greenpeace further substantiated their statement by referring to scientific source material. This substantiation was subsequently insufficiently refuted by ZLTO. For this reason, the ACC deemed this complaint unfounded.
- **Challenged statement 3: "Meat = Hunger".** According to the ACC, although Greenpeace has made it sufficiently plausible that industrial livestock farming contributes to hunger, this does not justify the absolute statement "Meat = Hunger". Because this might make children think that the consumption of meat automatically means that people go hungry, the statement appeals to feelings of fear without a justification therefor.
- **Challenged statement 4: "If you eat meat, you might eat 8 times as much in plant crops!"** This statement was preceded by an overview making it clear that this is the case for beef, and that different ratios apply to pork and chicken. Against this background, the ACC deemed the complaint was unfounded; it was sufficiently clear that "maybe 8 times" referred to the example of eating beef.
- **Challenged statement 5: "There are 2,500 liters of water hidden in 1 steak."** According to ZLTO, the average primary school pupil will associate this statement with drinking water. The ACC deems this complaint unfounded because on the same slide where the challenged statement appears, a sufficient distinction is made between the direct use of water (including drinking water) and the indirect use of water that makes up the 2500 liters.
- **Challenged statement 6: "Meat and dairy are necessary to stay healthy. Not true!"** According to ZLTO, the Netherlands Nutrition Centre advises eating meat within a balanced diet. In response, Greenpeace pointed out that, according to the Netherlands Nutrition Centre, a person can also eat a balanced diet without meat. Because ZLTO did not refute this substantiation, the ACC deems this complaint unfounded.

The ACC's ruling – conclusion

Because Greenpeace has not made it sufficiently clear that its teaching materials constitute advertising, the ACC considers the materials to be in violation with the DAC. Furthermore, statement 1 and statement 3 (above) included in the teaching materials violate the DAC because these statements appeal to feelings of fear without a justification therefor.

ZLTO's complaints relating to statements 2 and 4 to 6 are unfounded, as those statements are in line with the DAC, according to the ACC.

The ACC has given Greenpeace a non-binding advice to abstain from such advertisements in the future. Although Greenpeace is not obliged to follow this advice, it has since removed the teaching materials from its website.

Weerribben Zuivel

The second ruling concerns a complaint about a milk carton from *Weerribben Zuivel* containing whole, organic milk on which, according to the complaint, several misleading sustainability claims are made which are either incorrect or insufficiently substantiated.⁴

The alleged misleading advertisement

At the bottom right of the front of that packaging is the following image of a bird with accompanying text:⁵



⁴ <https://www.reclamecode.nl/uitspraken/zuivel/voeding-en-drank-2024-00242/505633/>.

⁵ The text in the illustration translates to: "Beneficial to nature and farmland birds.", with a reference to the Dutch bird protection agency (*Vogelbescherming Nederland*).

The side of the carton provides the following substantiation:⁶



According to the complaint, this is an absolute sustainability claim that gives the impression that the product as a whole has sustainability benefits and has no negative impact on humans, animals and the environment. However, the complaint argues that dairy production is never good for nature. In addition, the statement is insufficiently substantiated.

Weerribben Zuivel explained it aims to express "in plain language" that its approach to dairy production promotes biodiversity. Its products are certified organic and may bear the logo of the Dutch bird protection agency (*Vogelbescherming*), because its business approach ensures the conservation of farmland birds.

For a substantiation of its claim, *Weerribben Zuivel* refers to the explanation on the side of the milk carton. That explanation sufficiently substantiates why the dairy is good for nature and farmland birds. Therefore, according to *Weerribben Zuivel* the general claim that dairy production is never good for nature does not apply to its products.

The ACC's ruling

According to the ACC, the packaging of *Weerribben Zuivel's* whole milk does not comply with the Sustainability Advertising Code. Under that code, sustainability claims must be presented in a clear, accurate and unambiguous way. This means that an advertiser must provide a specific meaning to claims such as "sustainable", "green", "fair" or "better for the environment". Because such terms have no defined meaning, an average consumer cannot make an informed decision about buying the advertised product without further explanation.

The claim "Good for nature and farmland birds" does not contain that explanation. That explanation was first provided by *Weerribben Zuivel* in the proceedings before the ACC, referring to its certified organic process and compliance with the *Vogelbescherming's* criteria for the protection of farmland birds. The explanation on the side of the milk carton does not provide sufficient substantiation to the absolute sustainability claim made on the front of the milk carton.

⁶ The explanatory text translates to: "Daily our cows graze on the soggy meadow of Nationaal Park Weerribben Wieden, where traditionally many farmland birds, flowers and herbs are present. The cows have the freedom to take shelter in the stables when it rains or it gets too hot. An ideal life for a cow, and that shows from the quality of the milk. From this milk we produce an assortment of fresh biological dairy products of the best quality. Godwit, redshank and lapwing numbers are drastically decreasing in the Netherlands. Together with Vogelbescherming Nederland we provide for flower-rich meadows where our cows can happily graze and farmland birds can brood in peace and their chicks can grow up safely. By purchasing this milk carton you are helping save farmland birds."

In the absence of a substantiated explanation directly next to the sustainability claim itself or a clear reference to such explanation, consumers may be misled about sustainability aspects of the advertised product. The ACC therefore recommends *Weerribben Zuivel* to abstain from such advertisements from now on.

Closing remarks

What is interesting about the ruling on Greenpeace's teaching materials is that ZLTO invoked the Sustainability Advertising Code in support of its complaint. However, according to ZLTO, only Greenpeace's statement that eating meat makes people sick was a sustainability claim. On that, the ACC ruled – we believe correctly - that the statement did not constitute a sustainability claim. We do not rule out the possibility that, for example, the statement about the harmfulness of methane compared to CO2 would qualify as a sustainability claim and therefore be subject to the stricter rules laid down in the Sustainability Advertising Code. That statement compares the adverse impact that CO2 emissions have on the environment with that of methane.⁷ ZLTO did however not take that position in its complaint.

The second ruling does provide an example of the application of those stricter rules laid down in the Sustainability Advertising Code and is in line with previous rulings from the ACC on sustainability claims. Under the Sustainability Advertising Code, sustainability claims must be sufficiently clear and terms used in advertisements must be explained in concrete terms. The more 'absolute' the sustainability claim, the more convincing the underlying evidence must be. In its ruling the ACC seems to consider that the substantiation provided by *Weerribben Zuivel* in the proceedings before the ACC does provide a sufficiently substantiated explanation. However, that explanation should have been provided along with the sustainability claim itself (i.e., on the packaging). Especially for product packaging, which is usually printed ahead for a longer period of time, it is therefore important to assess carefully to what extent the (sustainability) statements are correct and sufficiently substantiated.

The impact of an ACC ruling can be significant. In addition to negative publicity, changing advertisements can lead to high costs in practice.⁸ Whereas in the case of Greenpeace this is limited to taking the teaching materials offline, *Weerribben Zuivel* (if it follows the ACC's recommendation, which it is not obliged to do) will have to adjust the packaging of not only its whole milk, but also of its semi-skimmed and buttermilk, on which it makes the same sustainability claims.

⁷ According to the Sustainability Advertising Code, a claim that gives the impression that one activity has a lesser impact on the environment than another is an environmental claim.

⁸ Although the ACC has no powers to enforce its rulings, in practice most advertisers follow the ACC's advice. Advertisers that do not do so are labelled 'non-compliant' by the ACC on its site and run the risk of the ACM launching an investigation into the advertisement in question.

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