



COMESA
COMPETITION
COMMISSION

CONSUMER PROTECTION MAGAZINE

2024 Edition

OVERVIEW OF
CONSUMER
RIGHTS

EMERGING
CONSUMER
PROTECTION
CONCERNS

UNDERSTANDING
THE SCOPE OF
CONSUMER
PROTECTION

CASES
HANDLED
BY THE
COMMISSION

WORKING
TOGETHER
WITH
STAKEHOLDERS

TESTIMONIALS



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WORD FROM THE CEO



Dr Willard Mwemba,
CEO of the COMESA Competition Commission

The COMESA Competition Commission (the “Commission”) has a dual mandate of promoting competition in the market as well as protection of consumers by preventing restrictive business practices, offensive practices against the consumers and other practices that deter the efficient operation of the Common Market for Eastern and Southern Africa (“the Common Market”). Markets operate based on supply and demand, and this underscores the crucial role played by both suppliers and consumers in any economy. However, in certain instances market failures characterized by limited market information, inequality in bargaining power between the suppliers and consumers, and unscrupulous players, may result in unfair and unorthodox business practices that violate consumers’ rights. This necessitates consumer protection laws to ensure fairness in the market and safety of consumers. This is very important because the stability of the

economy is largely dependent on the confidence and trust consumers have in markets.

Over the years, the Commission has endeavored to protect consumers in the COMESA Region by undertaking various activities such as consumer education and advocacy, investigations into cases against consumers and surveillance of the markets to establish compliance with the law. Collaboration with stakeholders across the Member States has greatly contributed to the success of the Commission's efforts in consumer protection. The Commission works closely with consumer protection authorities in the COMESA Member States, and has established a Committee, the COMESA Consumer Protection Committee, comprising of representatives from all the 21 Member States¹ to facilitate information sharing and to pull together efforts towards protecting consumers.

The COMESA Competition Regulations protect consumers from false or misleading practices, unconscionable conducts (i.e. practices that are not in good faith, that defeat good conscience, are grossly unfair, forceful or unfair tactics, etc.) and supply of products that are unsafe, defective or which do not comply with set product standards and product information standards. The prohibitions apply to whichever mode of supply: virtual or physical.

In 2024, the Commission will be focusing on emerging issues affecting consumers in the Common Market such as misleading and unfair conducts by service providers in online platforms, and false environmental claims by manufacturers, aimed at influencing consumers' choices.

The rapid developments in technology continue to pose a challenge to many consumer protection enforcers worldwide who find themselves playing catch up with new techniques developed to market and sell products, some of which may sideline the consumer. In particular, some of the areas with emerging concerns include the advent of Artificial Intelligence (AI), which involves use of machine and software intelligence in transactions; the use of dark patterns, which are tactics employed to mislead or trick consumers in online platforms and Apps; and use of social

media influencers to mislead consumers in the process of marketing products. While such concerns could be addressed within the existing laws, they still present challenges to consumer authorities on the scope and processes for detecting and addressing the violation of consumer rights.

Misleading environmental claims have also become a growing consumer concern especially since consumers are consciously choosing healthier and more environmentally safer options of consumption, calling for the need to protect them from abuse.

In view of the above, the Commission is at an advanced stage of making amendments to its Regulations in order to expand its jurisdiction and cover such emerging conducts, and to adequately deliver on its mandate. The Commission has also taken a lot of deliberate actions within the framework of the ongoing review to the COMESA Competition Regulations to make the consumer rights espoused into the UN Guidelines justiciable. We believe this is the only way these rights will be respected by suppliers and the only way through which enforcement against breaches would be effective. The Commission is also developing the COMESA E-Commerce and Food Labelling Guidelines which aim to address offensive market conduct by giving guidance to service providers and suppliers on measures they should put in place to protect the consumer.

It is therefore my pleasure to present the first edition of our consumer magazine, which highlights the consumer protection mandate and activities of the Commission, and the current areas of focus. I hope you will enjoy this edition and remember to check our official website for more highlights

<https://comesacompetition.org>.

¹ The Common Market comprises of the following Member States: Burundi, Comoros, Djibouti, Democratic Republic of Congo, Egypt, Eritrea, Ethiopia, Eswatini, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Somalia, Sudan, Tunisia, Uganda, Zambia, and Zimbabwe.



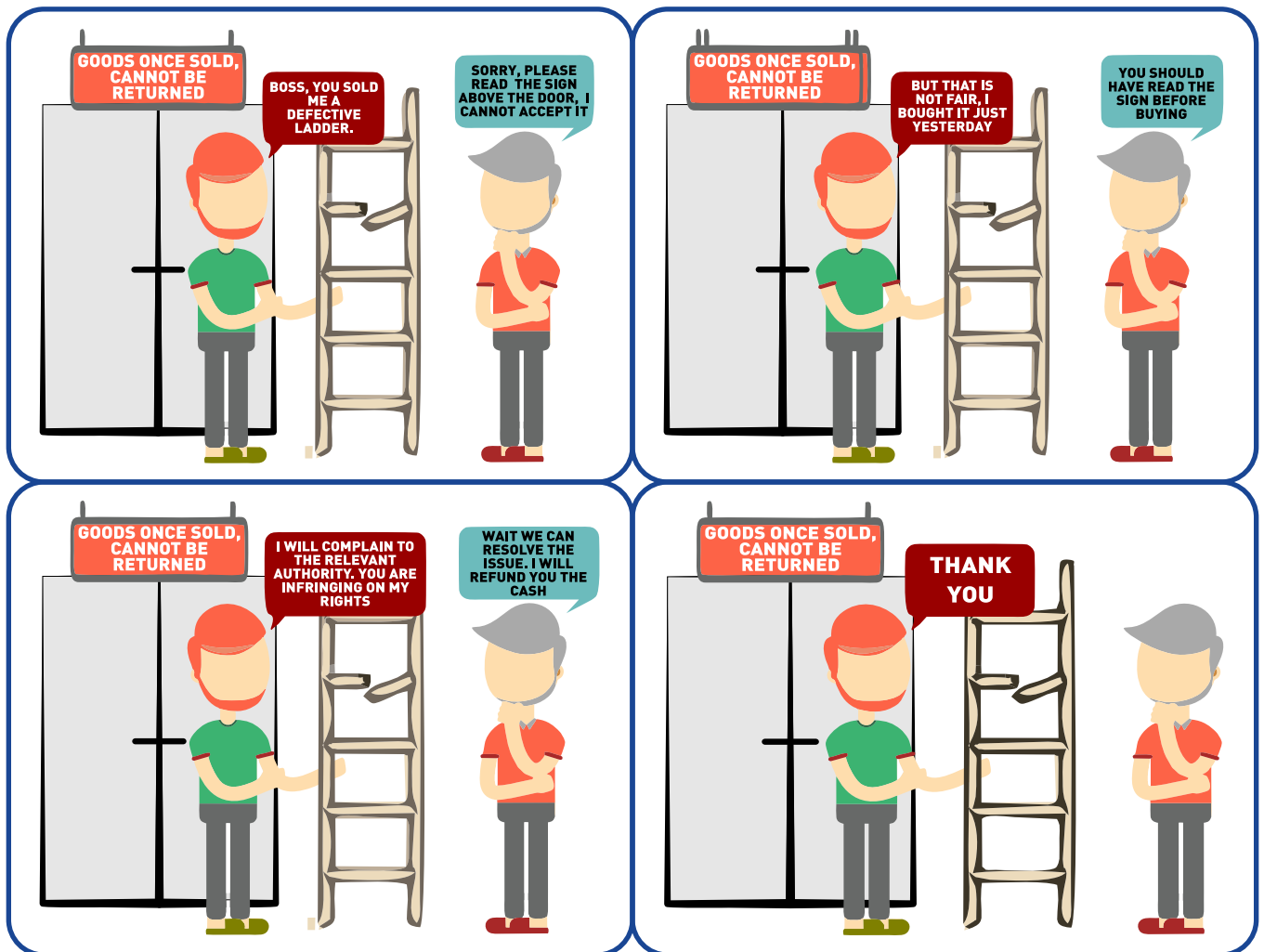
**OVERVIEW
OF
CONSUMER
RIGHTS**

Consumer rights provide consumers with legal entitlements and empowers them to seek redress against unfair trade practices or unscrupulous exploitation by suppliers. The evolution of consumer rights can be traced back to the mid-20th century when there was a growing movement calling for recognition of the need to protect consumers from unfair practices and safeguard their well-being. In the 1960s and 1970s, consumer movements started calling for establishment of laws and regulations to promote greater transparency, accountability, and fairness in business practices to protect

consumers from deceptive advertising, unsafe products, and unfair contractual terms. This led to the enactment of consumer protection laws and establishment of regulatory bodies to oversee consumer rights in many countries around the world. In 1962, President John F. Kennedy, in a speech to the US Congress, introduced the Consumer Bill of Rights which established basic consumer rights²: the right to safety, the right to be informed, the right to choose, right to redress, and the right to be heard. In 1985, the United Nations adopted the Guidelines for Consumer Protection which expanded the consumer rights to eight,

as a framework for consumer protection policies of the Member States³. Subsequently, the UN guidelines have been amended in 1999 and 2015 respectively to adequately address issues facing consumers around the world.

The UN guidelines outline the key consumer rights which Member States should include in their policies to prevent fraud and deception in the market, ensure production and marketing of safe products, empower consumers to voice their concerns and seek redress if their rights are violated or they are harmed due to an unfair business practice,



Empowered consumers defend their rights

2 - Special Message to the Congress on Consumer Protection. | The American Presidency Project (ucsb.edu)

3 - <https://unctad.org/topic/competition-and-consumer-protection/un-guidelines-for-consumer-protection#:~:text=The%20United%20Nations%20Guidelines%20for,formulating%20and%20enforcing%20domestic%20and>

promote business stability by fostering consumer confidence in the market, promote well-functioning and efficient markets and ultimately ensure consumer welfare.

Below is a synopsis of the UN consumer rights:

Right to basic needs: The right to satisfaction of basic needs is a fundamental human right which must be guaranteed and granted in the marketplace. As human beings, we have a right of access to basic, essential goods and services including adequate food, clothing, shelter, health care, education, public utilities, water, and sanitation. In this regard, suppliers are not permitted to: deny consumers access to the basic goods and services in their possession, unjustifiably prioritize any consumer person/groups over others in business transaction or to conduct themselves in any manner that may unjustifiably deny any consumer access to goods or services on offer. In this regard suppliers must ensure their goods and services are as described, fit for purpose, of satisfactory quality and that they meet the declared needs of the consumers for them to make informed decisions. Consumers on the other hand should always be clear on their needs for which they wish to purchase a product.

Right to safety: The right to health and safety is also a fundamental human right that is protected and guaranteed under consumer protection laws. Suppliers are not allowed to market or sale products

that are hazardous to human life and property, or that can cause injury, illness or death; loss of property; economic or financial loss. The products supplied to consumers should not be defective and must be safe when used correctly or as directed and a supplier who fails to achieve this mark, violates the right of the consumer and may be liable under the COMESA Competition Regulations. Suppliers must provide to consumers detailed instructions on how to use the product and must ensure that the product supplied in the market meets the set standards and are safe. Suppliers are responsible for disposing of waste including any material that is deemed unsuitable for disposal in the common waste systems and is unsafe to consumers. In exercising this right, the consumer has a duty to carefully read and understand product information included in the labels and manuals specifically the warnings, ingredients, side effects, expiry dates, etc, and instructions for use, and to confirm the quality and safety standards before purchasing. A consumer must also use the product as directed for the intended purpose and return to the supplier for refund any identified defective products.

The COMESA Competition Regulations, under articles 31, 32 and 36, prohibit the supply of goods to the consumer that are unsafe, defective or which do not comply with the set standards. Please refer to section II (c) for a more detailed explanation on unsafe and defective products.

Right to choose: Consumers have a right to choose what they want at competitive prices and satisfactory quality from the range of goods or services offered in the market. To satisfy this right, the consumer has the right to choose which product to buy, of what quality, from which supplier and at what price. They have a right to accept or refuse a transaction or a consumer agreement including its renewal. They also have a right to a cooling off period, termination of the contract or reviewing it provided they are ready to meet the costs set forth in the law. Further, consumers have a right to a price estimate for services to be done and to authorize the service and consent to any related additional services and associated costs.

A supplier is not allowed to vary contract terms without consumers' consent or to deny consumers the opportunity to select a product of their choice, or to prevent a consumers from purchasing from a supplier they presume to have favorable terms, competitive prices, and quality product. Denying or forcing a consumer to concede to the terms or selecting a product, buying from a particular seller or at a price not offered and agreed to is a violation of the consumers' right to choose in violation of the law. The supplier involved could also be considered to have engaged in unconscionable conduct and may be liable, if proved guilty under the COMESA Competition Regulations. In exercising their right to choose, consumers have a right to

examine goods or services offered to them before purchase and on delivery to ensure that they are receiving and paying for what they selected. In the same vein, consumers have a right to reject a delivery that does not match their selection. The right to examine, however, must be exercised with caution otherwise the supplier has a right to charge the consumer for the loss or damage of property, if this can be attributed to gross negligence, recklessness, or deliberate action by the consumer. Furthermore, consumers exercising their right to choose must be honest and truthful to the supplier on the purpose and kind of the product they want to purchase.

Right to information:

Consumers have a right to adequate, reliable, and sufficient information about products or services in order to make informed decisions. Suppliers are required to provide information to

consumers relating to the goods and services including but not limited to: product information such as quality, usage, purpose, model, functions, performance, risks and precautions and benefits of the goods or services; particulars of the supplier and agents involved including their contacts, location legal name, incorporation status and commissions for the agents where applicable; particulars of the deliverers and technicians of the supplier; sale or purchase records; condition, origin,

composition and manufacturer of the product; price and other applicable charges; transaction terms and conditions relating to the payment, return of goods, usage of the product, storage of the product, delivery etc; and the redress mechanisms available.

This information must be provided in plain and understandable language, which the reader can understand as quickly, easily, and completely as possible. The information must be complete, accurate

Failure by the supplier to provide consumer information is a violation of their consumer right, a misleading conduct and the supplier involved is liable if proved guilty.



Staff of the Commission at an awareness creation exhibition

and provided in a manner that the consumer is able to keep as evidence for future use. Failure by the supplier to provide consumer information is a violation of their consumer right, a misleading conduct and the supplier involved is liable if proved guilty.

Right to consumer education:

Consumer education refers to the process of educating customers so as to improve their knowledge and develop skills about the services or products in the market.

It is a right that protects consumers from manipulation and malicious acts by the suppliers regarding their rights, applicable laws, product quality and standards, safety aspects of various products, availability of the goods or service, units and measurements, alternative products, and purchase options available to the consumer and applicable redress mechanisms, among others. Consumer education is particularly key in this era with rapidly advancing technology, proliferation of new markets and products

which have widened the gaps in consumer knowledge and understanding. Consumer education helps consumers to make better choices of goods and services in the marketplace and facilitates consumers to be alert and responsible in the marketplace. Further, consumer education opens an opportunity for the suppliers to attract consumers.

Authorities and suppliers are under obligation to provide consumer education to the consumers. Authorities have



Protecting
Your
Rights!

the responsibility to develop and implement programs that promote consumer awareness through meetings, training workshops, demonstrations, pamphlets, film shows, the media, short courses etc. Suppliers of goods and services on the other hand must educate consumers on usability, safety, technology adaptation and adoption etc. either through public media or at the point of purchase in a manner and language that is easily understood by consumers and should provide relevant educational programs about their products whose usage is not common knowledge to the consumers. It is a right of the consumer to demand consumer education from consumer authorities and suppliers.

Consumer education can also be provided by academic institutions, civil society organisations and the media. The Commission conducts consumer education through physical training and awareness programs and publications on its social media platforms as well as on its website. In addition to this, the Commission conducts radio and TV advertisements and documentaries aimed at educating consumers on their rights, the COMESA Competition Regulations and emerging trends that may affect their consumption.

Right to be heard: Consumers have a right to have their interests and concerns about the products heard and considered. This right prevents suppliers from discriminating, unfairly

penalizing, exploiting or intimidating consumers in the process of transactions. It gives consumers the power to voice their grievances or complaints about the goods or services either to the supplier or the relevant authority which must listen, investigate, and act on the issues raised. To exercise this right, consumers must provide honest and accurate information for consideration by either the suppliers or the authorities. The right to be heard also extends to the right to be represented in government decisions and policy making. In this regard, consumers need to be organized to have a strong voice to be represented and be heard. The Commission works with national and international agencies to promote and protect the voice of consumers.

Right to redress: Consumers have a right to seek redress against unfair and exploitative practices. It provides a right to the consumers to be compensated for misrepresentation, unfair and/or unreasonable practices and supply of unsafe or defective goods or unsatisfactory services. It also gives consumers the power to return affected products and seek for refunds, repairs, or replacements and take legal action where the redress is not provided by the supplier. When seeking redress, consumers need to be aware of the applicable law and comply with the required procedures; ensure they have the relevant supportive evidence relating to the transaction including receipts, invoices, contracts, and any communications with

the supplier; be honest and truthful in their submissions and respond in a timely manner to the inquiries to facilitate prompt consideration of the matter by the concerned supplier or the authority. In connection to Part 5 of the COMESA Competition Regulations on Consumer Protection, Article 8 empowers the Commission to provide redress for any offensive conduct against the consumers.

Right to a healthy environment: Consumers have the right to live and work in an environment that is safe, clean, and sustainable. This includes the right to protection against environmental harm caused by business activities. To ensure that the consumer's right to a healthy environment is not violated suppliers should ensure that they supply products that are safe, and which do not pose any significant risks to human health or the environment. To achieve this, suppliers should comply with the prevailing relevant safety and environmental standards; adopt and implement sustainable practices in their production, disposal and supply systems; provide accurate, complete, and transparent information about their products including any associated environmental impacts and the remedial measures that can be taken and be responsive to consumer concerns. Failing to comply with the stated requirement, a supplier may be in breach of the COMESA Competition Regulations and liable for supplying unsafe products. Consumers in exercising their right to a healthy environment,

4 - <https://consumersinternational.org/who-we-are/consumer-rights/>

need to educate themselves about the environment; make conscious, sustainable and eco-friendly choices; minimize practices that adversely impact the environment and actively report and advocate for practices that protect the environment.

Over time, countries have extended the UN⁴ consumer rights to include the following related rights for effective protection of the consumers:

Right to privacy: A consumer

has the right to privacy in all consumer operations including the right to security of sensitive consumer information; financial privacy and to enjoy quiet and private everyday life freely. In this regard, consumers have the right to protect their privacy and confidentiality in respect of unwanted or unsolicited direct marketing, unsolicited public exposure, misuse of personal (selling or exchanging it with third parties without their consent) and unsolicited correspondences such as

SMS's, telephone calls, letters or 'spam' e-mails and social media posts. Such conducts are also considered as unfair tactics and unconscionable conducts against the consumer and hence a breach of the COMESA Competition Regulations. Suppliers should be warned that they may be punished for such conduct under the COMESA Competition Regulations.

Right to quality goods and services: Consumers have a right to goods and services



of good quality that serve the purpose for which they are demanded. They have a right to goods and services that are safe, free of hazardous elements which can cause or are likely to cause injury, illness or death of the consumer; loss or damage of any property; and/or economic or financial loss. Consumers have a right to receive goods or services which match the quantity and quality demanded. Goods or services supplied to the consumers must match the order or the sample, description or model made, seen, or examined by the consumer prior to the purchase. In this regard, suppliers are required to provide consumers with all the relevant information about the quality of goods and services before purchase. Consumers on the other hand should always be clear to the supplier on their needs and purpose of the product they want to purchase.

Right to equality in the consumer market: A consumer has a right to be treated equally in the market and must not be discriminated against in the process of purchasing goods and services. Suppliers are not permitted to discriminate consumers on the basis of gender, culture, age, disability, tribe, religion, language, etc. by limiting their access to goods or services, varying their orders, varying the quality of the goods and services, charging them unfair prices or hindering them to be heard or get a redress, among others. Such conducts are also considered as unfair tactics and unconscionable conducts against the consumer

and hence a breach of the COMESA Competition Regulations.

Right to satisfactory digital content: Consumers have a right to receive digital content that is safe, durable and which fits the purpose for which it is demanded. Digital content refers to things such as downloaded or streamed music, films, games, TVs, e-books, smart phone apps, other software etc.

It also includes digital content installed or used in household appliances and cars, among others. As with physical goods, digital content must be of satisfactory quality, fit for known purpose and as described or ordered. Suppliers should ensure that digital content is not harmful and repugnant to consumers, for example content that has hate speech, violence, or misleading influencers may be harmful to consumers. Digital content is considered supplied to the consumer if it is installed, operated or delivered to the facility or place the consumer specified in the agreement.

Right to protection against false or misleading representations: Consumers have a right to protection from statements or actions by the suppliers that are false, misleading or which misrepresents material facts concerning the goods or services. The law prohibits conduct, in trade or commerce, that is misleading or deceptive or is likely to mislead or deceive consumers, whether

it is intended or not. False or misleading representation may include lying, creating a false impression, causing confusion or uncertainty, leaving out or hiding important information, making false or inaccurate claims or leading consumers to a wrong conclusion.

The COMESA Competition Regulations under Article 27, prohibits a supplier or any person involved in the supply of goods or services from engaging in false or misleading representation to the consumer on the quality, standard, value, grade, composition, style, model, usage or purpose, used or new, origin approved or sponsored, price, exclusion of any warranty or guarantee availability of spare parts or existence of repair facilities for the supplied goods or services. Suppliers should ensure that in consumer transactions, information provided or not provided to the consumers does not lead to consumers making decisions that they would not have otherwise made. In this regard suppliers should confirm the accuracy and clarity of the information given to the consumer, use the most appropriate method of communication and be cautious of any contentious phrases or statements. Suppliers are not permitted to use exaggerated claims which consumers can construe as true, innuendo or ambiguity when referring to goods or services or related benefits. Please refer to section II (a) for a more detailed explanation on misleading representation.

Right to protection against unconscionable conduct:

Suppliers are prohibited from using unethical practices against consumers including physical force, coercion, undue influence, pressure, duress, harassment, unfair tactics or any other similar actions in conducting or in the process of conducting business transactions with the consumer. Suppliers are prohibited from taking advantage of consumers who are unable to protect their interests due to mental or physical disability, illiteracy, ignorance or inability to understand the language, cultural attributes, gender or any similar factors. Further suppliers

are not permitted to engage or promote consumer transactions that involve fraud, scams, counterfeiting, multiplication schemes, pyramid schemes, chain level, demanding for payment on unsolicited supply, or any fraudulent schemes. Please refer to section II (b) for a more detailed explanation on unconscionable conduct.

Right to a warranty: In every consumer transaction for the supply of goods or services there is an implied warranty that the goods and services supplied are fit for the ordinary purpose, (i.e. performing the task it is designed to do or achieving the stated objective); they

comply with the requirements and standards of being safe, of good quality and are durable; and that the suppliers have the legal right or authority to supply the product they offer. Where a consumer declares to the supplier the purpose of the goods or services required, there is an implied warranty that what is supplied is fit for that particular purpose. A consumer has a right to, within reasonable time, return the goods, seek for replacement or demand for a refund of the price paid from the supplier who contravenes the right to warranty, provided the goods or services are not tampered with unless it is unavoidable to do so. Any



Participants during the COMESA Consumer Protection Committee Meeting

provision or measure that purports to negate or vary any implied condition or warranty is not allowed by law and as such it is null and void. Such a practice is treated as misleading conduct and a violation of Article 27 of the COMESA Competition Regulations.

Rights with respect to delivery of goods or supply of services: It is an implied condition of every transaction for the supply of goods or services, that the supplier is responsible for delivery, at the agreed place and on the agreed date and meets the costs associated with the delivery, unless it is expressly provided otherwise or anticipated in the consumer agreement. In this regard it is implied that goods or services to be delivered remain at the supplier's risk until the consumer has accepted and formally received the delivery.

A consumer is not under obligation to receive goods or services delivered at an unreasonable time that was not agreed to. A consumer is presumed to have accepted the delivery by signing a delivery note or any other written confirmation, after a reasonable time following the delivery without raising any rejection or upon doing anything in relation to the goods or services that would jeopardize the supplier's ownership of them. Consumers have the right to examine the goods on delivery to confirm that what they ordered is what has been supplied and reject if it is otherwise. The consumer is under obligation to accept the delivery if the supplier conforms

to the order and the terms of delivery.

Unsolicited goods and services: This happens in a situation where goods or services are supplied to a consumer who did not request or order for them. Inaction, the passing of time, ordering for a sample, or payment are not enough to justify that there was a solicitation or request for the supply of goods or services by the consumer. The law protects consumers from liability on unsolicited supply because it is considered as high-pressure selling technique and an aggressive conduct against consumers particularly in circumstances where there is an additional risk of vulnerability or disadvantage, in that the consumer was not prepared to transact. Delivery of goods or services that are materially different from the ones ordered by the consumer is considered unsolicited supply if the consumer had not provided a verifiable consent to the material change. However, unsolicited goods or services do not include a situation where a consumer knows or ought to know the intended recipient or the supply is part of a continuing contract.

The law protects consumers who receive unsolicited goods or services from legal obligation in respect of use or disposal of such good or services. Suppliers are not permitted to demand payment or make any action that suggests that a consumer is required to make payment in respect of any unsolicited goods or services

despite their use, receipt, misuse, loss, damage or theft, if at the time of consumption, the consumer reasonably believed that the goods or services were unsolicited and meant for consumption. In the case of a service facility, the consumer who receives unsolicited facility is not liable but may be considered to have accepted and agreed to enter the contract on the day the consumer proceeds to use the facility.

A consumer has a right to claim for a refund for a payment made believing that there is an obligation to do so on unsolicited goods provided this is done within a reasonable period or as provided for in the law.



**UNDERSTANDING
THE SCOPE OF
CONSUMER
PROTECTION
UNDER THE
COMESA
COMPETITION
REGULATIONS**

FALSE AND MISLEADING REPRESENTATION



Representation refers to among others, any presentation, marketing material, whether physical or online, in-store or media advertisement, direct mail, social media messages, promotional emails, and endorsements used by a business to gain market advantage. False or misleading representation involves a situation where the representation is factually incorrect, unclear and/or omits relevant facts necessary to enable a consumer to make an informed decision. It may include lying, creating a false impression, causing confusion or uncertainty, failing to disclose or leaving out or hiding important information, making false or inaccurate claims or leading consumers to a wrong conclusion.

It is considered an unfair trade practice if a business operator applies deceptive, fraudulent, or unethical methods to gain an unfair advantage over consumers. The practice harms consumers, affects the businesses that are engaged in honest practices and may have negative impact on trade and the economy.

Consumers have a right to protection from actions by suppliers that are false, misleading or which misrepresent material facts concerning the goods or services. In this regard, the consumer protection laws prohibit such conduct, that is misleading or deceptive or is likely to mislead or deceive consumers, whether it is intended or not.

The COMESA Competition Regulations, under Article 27, prohibits a supplier or any person involved in the supply of goods or services from engaging in false or misleading representation towards the consumer. This may be with regard to the quality, standard, value, grade, composition, style, model, usage or purpose, used or new, origin approved or sponsored, price, exclusion of any warranty or guarantee availability of spare parts or existence of repair facilities for the supplied goods or services.

Suppliers operating in the Common Market should comply with the COMESA Competition Regulations and Member States' laws. In addition, businesses should be honest in

their dealings and should not try to gain an unfair advantage over consumers by;

- i. Providing or failing to provide marketing information to consumers, leading them to make decisions that they would not have otherwise made.
- ii. Using exaggerated claims which consumers can construe as true, or using ambiguity when referring to goods or services or related benefits. In the case of puffery claims, an exaggeration that involves a statement of fact where what is stated in relation to the transaction is not true, is considered a false or misleading representation.
- iii. Purporting to remove any rights conferred on consumers by any law.
- iv. Making disclaimers that contradict the material claim made in the main message conveyed either on the label, in the advert or through any other communication to the Consumer.
- v. Hiding or concealing material information which if provided, would reveal the deception or conceal its commercial intent.
- vi. Making representations targeting children without considering the sensitivity and vulnerability of children and the severe impact it may make on their minds. Businesses should not take advantage of the inexperience, credulity, or sense of loyalty of children by claiming benefits of the products that are scientifically not supported, making the children feel inferior, losers or unworthy if they do not purchase the products and making exaggerated claims that are not attainable by an ordinary child using the product being marketed.
- vii. Making false or misleading representations in the sender, subject, content, messages, app, platform operator, design or dark patterns, as well as in locator information such as URLs in online marketing.

Companies should ensure that marketing information provided or not provided to the consumers does not lead them into making decisions that they would not have otherwise made. In this regard suppliers should confirm the accuracy and clarity of the information given to the consumer, use the most appropriate

method of communication and be cautious of any contentious phrases or statements. Below is a non-exhaustive list of the examples that would be treated under the COMESA Competition Regulations as misleading conduct by a supplier:

Misleading representation on the quality or standard of the products

- a. Supplying goods that do not serve the purpose for which they are designed to do, or one declared by the consumer.
- b. Supplying goods that are counterfeits or substandard.
- c. Providing goods or services without clearly indicating the risk associated with its consumption or usage and the precautionary measure to be mitigate the risk.
- d. Referring to a risk or security concern where the consumer fails to purchase the advertised goods/product/service, without justification.
- e. Failing to display or disclose accurate prescribed information, such as expiry dates, nutritional information, ingredients, product size, precautions etc.
- f. Failing to provide trade descriptions (name of the producer and contacts, quantity, measure, etc.) on the products,

Misleading representation on the price or value of the products

- a. Selling above the advertised or displayed price or referring to the price as the ordinary price when it is inflated to create the illusion of offering a better deal.
- b. Engaging in drip pricing, that is, offering a product or service at a lower price and then revealing other charges later after the consumer has gone through the buying process.
- c. Engaging in bait and switch conduct, which involves advertisement or promotion of goods or services at lower prices, or for free to attract consumers but upon receiving the consumers, they are directed to more expensive or lesser quality products. Businesses must not entice consumers to purchase their goods or services if they lack adequate supplies, or where there is no prospect of selling the products of the



same quality and at the price offered. If the estimated demand is expected to exceed the supply, such an advertisement or promotion should make it clear that the stock of the goods or services is limited. If the advert or promotion is meant to assess the demand for the product or its sale includes certain conditions or restrictions, they should be stated clearly in the advert or promotion.

- d. Sending prize notices that give recipients the impression that they have won (or will win) a prize but then require the winners to pay a fee or incur a cost to collect their prize, unless this is disclosed prior to participation as one of the requirements.

Misleading representation on the grade, composition, style or model of the products

- a. Claiming that the product has certain qualities, ingredients or is superior, or has an association with other products which it does not have.
- b. Advertising a model or style of a product when it is not available in stock.
- c. Selling a product as new or of a particular model or style when it is not.

Misleading representation on the usage, purpose, performance, or origin of the products

- a. Making a claim about a product's performance, effectiveness or length of life, without proof that the claim is based on an adequate and proper scientific tests.
- b. Exaggerating the accuracy, scientific validity or practical usefulness or capability or performance or service of the goods or services.
- c. Failing to display the country of origin or misleading on the country origin of the product. A product is considered to originate from a country if it is wholly produced or substantially transformed, i.e. fundamentally changed in form, appearance, or nature in that country.
- d. Altering, amending, concealing, removing, or defacing trademarks and other product labelling, so as to mislead consumers.

Misleading representation on the approval,

sponsorship, or endorsement of the products

- a. Implying that a product or service is universally acceptable when there is a significant division of informed or scientific opinion pertaining to such claims.
- b. Engaging in unauthorized use or the distortion of or any other false claim of tests and testimonials.
- c. Seeking to put the supplier or the product in a favourable light by claiming some form of affiliation with, sponsorship from, or approval by, a particular individual or authority when it is not true.
- d. Endorsement of information to be relayed to the public about the goods or services when it is materially false.

Misleading representation on the existence or exclusion of the warranty or guarantee of the products

- a. Making a representation about the warranty or guarantee of a product as regards replacements, maintenance, repairs, refunds, or promises to continue a service until it has achieved a specified result when there is no reasonable prospect that it will be carried out.

Misleading representation on the availability of spare parts or existence of repair facilities for the products

- a. Indication of availability of facilities for the repair of goods or of spare parts for goods or concerning the place of origin of the spares or experience of the repairer when the information is not true.
- b. Indication that the repair or spare part is needed when it is not

In general, any information or claim that a business provides about its products or services must be accurate, truthful, and based on reasonable grounds. This applies to any communication by a business whether it is provided offline or online, through advertisement, product packaging, a quotation, a contract, orally or in writing, social media, print or electronic media, testimonials, website or app/ software.

UNCONSCIONABLE CONDUCT



Unconscionable conduct is an act that is not done in good conscience and against norms of society. It is a conduct that is irreconcilable with what is right or reasonable and which involves a high level of moral obloquy or moral tainting.

Unconscionable conduct occurs in a situation where one party to the transaction takes advantage of the prevailing circumstances to exploit the vulnerability of the other party. For example, a company with a higher bargaining power than the consumer may include provisions in a contract that favor it to the detriment of the consumer, or it may take advantage of the vulnerability of the consumer regarding the knowledge gap, language barrier, geographical distance, cultural bonds, economic situation, race, gender or physical disability, among others.

In business transactions, unconscionable conduct may be considered to have occurred in a situation where a supplier or an agent of the supplier engages in an action that is grossly unfair, unreasonable, harsh, oppressive, coercive, or involves use of physical force or pressure, undue influence, duress or harassment, unfair tactics or is contrary to the concepts of fair dealing, fair-trading, hard bargaining, fair play, good faith and good conscience, or any other similar conduct against a consumer, in connection with negotiation, marketing, sale, delivery or return of goods or services.

Unconscionable conduct is governed by the COMESA Competition Regulation under Article 28 and 29, which prohibits a person from engaging in unconscionable conduct against the consumer in the supply or possible supply of goods or services, the acquisition or possible acquisition of goods or services from a person. The COMESA Competition Regulations provides for the following factors which the Commission considers in determining whether a person has engaged in unconscionable conduct:

- (a) the relative strengths of the bargaining positions of the supplier and the business consumer;



- (b) whether, as a result of conduct engaged in by the supplier, the business consumer was required to comply with conditions that were not reasonably necessary for the protection of the legitimate interests of the supplier;
- (c) whether the business consumer was able to understand any documents relating to the supply or possible supply of the goods or services;
- (d) whether any undue influence or pressure was exerted on, or any unfair tactics were used against, the business consumer or a person acting on behalf of the business consumer by the supplier or a person acting on behalf of the supplier in relation to the supply or possible supply of the goods or services;
- (e) the amount for which, and the circumstances under which, the business consumer could have acquired identical or equivalent goods or services from a person other than the supplier;
- (f) the extent to which the supplier's conduct towards the business consumer was consistent with the supplier's conduct in similar transactions between the supplier and other like business consumers;
- (g) the requirements of any applicable industry code;
- (h) the requirements of any other industry code, if the business consumer acted on the reasonable belief that the supplier would comply with that code;
- (i) the extent to which the supplier unreasonably failed to disclose to the business consumer:
 - i. any intended conduct of the supplier that might affect the interests of the business consumer; and
 - ii. any risks to the business consumer arising from the supplier's intended conduct (being risks that the supplier should have foreseen would not be apparent to the business consumer);
- (j) the extent to which the supplier was willing to negotiate the terms and conditions of any contract for supply of the goods or services with the business consumer; and

(k) the extent to which the supplier and the business consumer acted in good faith.

Unconscionable conduct can have serious consequences to vulnerable consumers including reputational damage, legal costs and loss of value and property. The COMESA Competition Regulations provide for various remedies in cases of unconscionable conduct including penalties and compensation for the loss or damages and apply to all aspects of consumer transactions involving goods or services. It mandates the Commission to investigate, enforce and prevent unconscionable conducts in the Common Market.

Consumers should always be wary of unconscionable conduct by the suppliers to avoid being taken advantage of or being exploited. Consumers should also be aware of their legal rights and seek help when they are subjected to unconscionable conduct. The following is a non-exhaustive list of examples that consumers can use to gauge whether a supplier, in connection to a transaction, has engaged in unconscionable conduct:

- i. Limiting consumers time to review the contract or opportunity to consult with their lawyers to get professional advice on the implication of the provisions;
- ii. Using undue influence or pressure to induce consumers to sign contracts or buy products



- or services they do not need or want;
- iii. Not allowing the consumer an opportunity to negotiate, accept or reject the key or material terms of the contract;
- iv. Asking a consumer who is vulnerable, because of age or language barriers, physical disability, etc. to sign a contract for goods or services, when the consumer is not in a position to protect their own interests;
- v. Selling an item at an exorbitantly high price, when a consumer could purchase the same item cheaply in a similar market ;
- vi. Holding a purchased item in order to pressure the consumer to renegotiate terms of the contract or pay extra amount;
- vii. Misleading or deceptive marketing tactics, such as false advertising or bait-and-switch offers;
- viii. Overcharging or imposing hidden fees and charges, such as excessive late fees or early termination fees, undisclosed taxes, undisclosed packaging fees or any other fee that is not disclosed and agreed to by the consumer;
- ix. Refusing to honour warranties or guarantees, or imposing unreasonable conditions or exclusions;
- x. Failing to disclose material information, such as risks, terms, or conditions of a transaction;
- xi. Engaging in unfair competition practices that harm consumers;
- xii. Using strong position to change or vary the terms of the contract without the consent of the vulnerable consumers;
- xiii. Hiding material provisions of the contract in very small fonts, footnotes, or using the language that is not easily understandable by the ordinary consumer;
- xiv. Using high pressure tactics such as, not allowing a person sufficient time to read an agreement, ask questions or get advice, forcing the consumer to decide on the spot, refusing to take 'no' for an answer or sustaining a sales pitch i.e. persuading the consumer for a long period of time.
- xv. Exploiting consumer's vulnerability, such as targeting people who are elderly, inexperienced, or financially insecure;

- xvi. Using a friend or relative of the customer to influence the customer's decision;
- xvii. Inducing a person to sign a blank or one-sided contract; and
- xviii. Engaging or promoting consumer transactions that involve fraud, scams, counterfeiting, multiplication schemes, pyramid schemes, chain level, demanding for payment on unsolicited supply or any fraudulent scams.

Suppliers operating in the Common Market are advised to understand the provisions on unconscionable conduct and apply precautions in their consumer transactions by taking into consideration their circumstances to avoid breach of the COMESA Competition Regulations. To ensure compliance, the businesses should confirm that substance of the transaction does not give rise to a situation of substantive unconscionability, a situation where the contract terms are one sided and benefit only one of the parties. For example, where the supplier retains the power to vary key terms of the agreement without notice to the consumer or to impose onerous obligations on the consumer. Further, suppliers should ensure that their procedures do not amount to procedural unconscionability, which concerns the way in which a transaction is conducted and how the consumer is engaged. Suppliers should further ensure that the processes of the transaction do not prevent consumers from making a meaningful choice or informed decisions. Businesses may also prevent unconscionable conduct by balancing the interests of the businesses and consumers, ensuring that consumers are appropriately engaged and properly explained to, training staff on the appropriate procedures and laws and seeking guidance from the authorities where capacity building is required.

PRODUCT SAFETY



Consumers have a fundamental right to goods and services that are safe and to live in a healthy and safe environment. In this regard, governments put in place checks and balances to guarantee that the goods and services sold to consumers are safe and not hazardous to the environment. Among these measures is the implementation of product safety and information standards which manufacturers are required to comply with, and which protect users from harm, injury or in certain extreme cases, loss of life. Product safety therefore refers to measures including laws, and policies which aim to safeguard consumers' right to safety, and protection from effects of a hazardous environment.

Provisions under the COMESA Competition Regulations on consumer protection (article 31- 36) prohibit the supply of goods which are unsafe, defective, or not fit for purpose. The law specifically under Article 31 requires manufacturers and suppliers of goods to ensure that their products are in compliance with prescribed consumer safety standards, are safe for use and are not banned goods. Failure to do so, or in instances where consumers suffer loss or damage as a result of a defect, or dangerous characteristic in such products, is tantamount to a breach of the COMESA Competition Regulations. In addition, manufactures are prohibited from supplying goods which do not comply with product information standards as provided for under Article 32 of the COMESA Competition Regulations. These prescribe the information that should be given to the consumer including information on the performance, composition and contents of the product being sold to consumers.

The Commission collaborates with relevant sector regulators including standards' bodies who are the drafters and custodians of the standards, and who assist in interpretation of the standards, verifying non-compliance and testing of products.

The Commission investigates consumer complaints and undertakes market surveillance to identify non-compliant

products and thereafter takes appropriate action, which includes issuing notices to the public warning them of the risks associated with identified unsafe products. The Commission may also compel the suppliers to recall identified unsafe products from the market, or where such products are not harmful, compel the supplier to repair, replace or refund affected consumers, pursuant to Article 33 of the COMESA Competition Regulations. Where a person in trade supplies unsuitable or defective goods which cause loss or injury to the consumer, the person shall be liable to compensate the consumer for the loss suffered. It should be noted that where a consumer wishes to take

action regarding unsafe products, and he/she cannot identify the manufacturer of the product, then the person who supplied the goods shall be held liable under Article 37 of the COMESA Competition Regulations

Consumer protection laws play a crucial role in product safety. Unlike other laws which promote product safety, consumer protection regulations go further to defend other consumers' rights and provides for compensation and remedial actions to cater for the affected consumers. Consumers are entitled to compensation in cases where they suffer loss or damages from the utilization of unsafe goods, and this may not necessarily



be provided for under other product safety regulations and policies. In addition to this, consumers have a right to be heard (to present concerns and be listened to) and get redress for complaints pertaining to goods and services purchased. Consumer protection laws therefore protect consumers against errant suppliers and empowers them to get redress if their grievances are not addressed.

Consumer protection agencies are empowered to ensure compliance, promote consumer awareness and promote responsible consumer behavior in the quest for quality and safe goods and services in the market. The Commission carries out advocacy through consumer workshops, social media, radio and television programmes, and publishes alerts and messages that inform and educate consumers of their rights, provisions of consumer protection laws, and where to lodge their grievances.

Consumers are the first point of contact with products that may be unsafe and hazardous to their health. It is therefore important that at the point of purchase, consumers ensure that they get value for their money and that the products consumed are not likely to cause them harm. Some of the issues to check include:

- Product labelling -the consumer should ensure that the product has a label, and this should be legible. This gives them important information regarding the product which may influence their purchase decision. An unlabeled product, or those labelled in foreign languages should be a point of concern for the consumer and should be raised with the seller.
- Expiry dates of products – expired products are definitely dangerous when consumed and a consumer should check the indicated dates on the label to confirm that the product is still within its edible stage before purchase. Where expired products are found on the shelf or the same have been consumed unknowingly, this should be brought to the attention of the seller, and reported to the relevant authorities.
- Ingredients – it is important to check the composition of food products to avoid

consuming ingredients which may be harmful to one's health.

- Claims – manufacturers include claims on their labels on advantages or attributes that their products have, for example, that they are environmentally friendly, or recyclable etc. It is important for the consumer to ascertain that the claims by the manufacturer are legit before purchasing the item and this may be done through checking reviews of the products.
- Storage conditions of products and whether these are in line with the instructions by the manufacturer. For example a product which should be stored in a cool dry place, may no longer be safe for consumption if stored in a hot place.

Promoting product safety requires joint efforts among stakeholders: enforcement agencies, other relevant government agencies, consumer associations, suppliers of goods and services, and most importantly the consumers themselves. There is need for information sharing, accountability and transparency from all sides in order to protect the health and safety of consumers and build their confidence in the products available in the market.

The Commission is also in the process of developing COMESA Food Labelling Guidelines, and Product Sampling & Testing procedures which will help guide manufacturers and suppliers on compliance to standards in the COMESA Region. The Commission is cognizant of national standards across the different Member States and is therefore working with the relevant stakeholders to ensure these Guidelines are in line with the national and international standards.



**CASES
HANDLED
BY THE
COMMISSION**

In order to fulfill its mandate of protecting consumers against offensive conduct by market actors, the Commission has been very active in ensuring the consumer receives redress, welfare is enhanced, interests safeguarded, and that indeed suppliers act as is expected of them under the COMESA Competition Regulations. In this section, we highlight some of the cases which the Commission interceded in the market to safeguard consumers' interests.

Possible misleading representation by Lilongwe Dairy Limited in Malawi.

The Commission investigated a matter of possible misleading labelling of flavoured fruit blended Enjoy juices produced by Lilongwe Dairy Limited in Malawi, which was also distributed to Zimbabwe and Zambia. The Commission's investigation found out that the labels and the appearance of the packages of the juices portrayed that the juice packs contain actual fruit juices while in the ingredients it was indicated they were simply flavours. The misleading conduct was found to contravene Article 27 of the COMESA Competition Regulations. However, the Company cooperated with the Commission's investigation and agreed to review the packages and phase out the misleading packages and introduce the revised packages on the market.

Alleged misleading conduct by Marbon Daily and Chemical Company Limited

In 2021 at the height of the COVID pandemic, the Commission through its surveillance noted that Dycrol Face masks by Marbon Daily and Chemical Company Limited were selling face masks alleged to be medical masks when in fact they were not. The Commission noted that on the 50 pack unit, it was labelled as medical masks while inside that box, the 10 unit packs indicated that they were not medical masks. This was therefore misleading consumers that would purchase the 50 pack unit in the belief that the masks were for medical use. The Commission therefore engaged the business that was distributing the masks as well as the manufacturer. The business that was selling the masks undertook to remove the mislabeled

masks from the Common Market and ensure that their product complied with the COMESA Competition Regulations.

Alleged misleading and unconscionable conduct by the Ethiopian Airlines

The Commission launched investigations, in May 2021, following a complaint from the National Consumer Protection Agency of Sudan on behalf of four passengers whose baggage checked in on Ethiopian Airlines was damaged and properties lost. The Airline had declined to compensate the passengers on grounds that they carried fragile items and phones, which are not allowed as check in baggage. The Commission investigated the case and established that grounds presented by the Ethiopian Airlines for not compensating the passengers were not clearly supported by its terms of carriage and conflicted with the Montreal Convention 1999. The Commission concluded that by refusing to compensate passengers, Ethiopian Airlines was misleading on its commitments to compensate passengers for the loss or damage of their checked in baggage and the conduct was unconscionable as it had the effect of forcing the passengers to forego and lose their property which could not be justified as necessary, to protect reasonable interest of the Airline, which also enjoys a strong negotiation apposition to the consumers. The Commission concluded therefore that Ethiopian Airlines was in breach of the COMESA Competition Regulations particularly Article 27 which prohibits misleading representation and Article 28 which prohibits unconscionable conduct in the supply of goods and services. Following the investigation the Ethiopian Airline agreed and compensated the affected passengers. The Airline also amended its terms of carriage to address the Commission's concerns.

Alleged unconscionable conduct by Malawi Airlines

The Commission launched investigations in January 2022, into the conduct of Malawi Airlines following a complaint by passengers aboard the Airline from South Africa destined for Chileka Airport, Blantyre but were rerouted

to Kamuzu International Airport in Lilongwe due to bad weather. The passengers claimed that they were booked into a hotel in Lilongwe by the Airline for one night, but were required to find their own means to Blantyre the following day. The Commission investigated the case and established that the conduct of Malawi Airlines of leaving passengers stranded midway and conditioning them to find their own means to their final destination was an unfair conduct against vulnerable passengers. Further the Commission established the conduct is not supported by the regulations governing the sector. The Commission concluded therefore that the conduct was unconscionable and a violation of Article 28 of the COMESA Competition Regulations as it was not reasonably necessary for the protection of the business interest of the Airline which already enjoys a position of strength against the consumers. Following the investigation, Malawi Airlines agreed and compensated the affected passengers.

Alleged misleading and unconscionable conduct by Airlink South Africa

In 2021, the Commission launched an investigation into the conduct of South African Airlink ('Airlink') following a complaint by a passenger who was conditioned by Airlink to pay for rescheduling of their flight from Johannesburg to Lusaka, due to a delayed take off from Eswatini on account of bad weather. The Airline claimed that the original ticket of the passenger had been issued by an agent and as per their terms and procedures, a change on such a ticket had to be done by the same agent. The Commission investigated the case and concluded that act of conditioning the passenger to pay for rebooking was unconscionable considering that it was not the fault of the passenger that caused the delay of the flight from Eswatini. The Commission further established that the condition on rescheduling of tickets specifically booked by third parties and agents was not indicated in the Airline's terms of carriage and therefore the consumer was not informed beforehand.



The Commission concluded that the conduct of Airlink was unconscionable and in breach of the COMESA Competition Regulations. At the recommendation of the Commission, Airlink agreed and amended its terms to align with the Regulations.

Alleged misleading and unconscionable conduct by Jumia Group

The Commission launched investigations in June 2021 against Jumia Group following a review of its terms and conditions on its e-commerce platform, to determine if they were in compliance with the COMESA Competition Regulations. In the Common Market, Jumia operates its online marketplace in Kenya, Uganda, Tunisia, and Egypt.

The Commission's concerns were that: Jumia's terms and conditions on its platform did not indicate the registered company and business that owned the platform and who their actual legal representative was. Under its terms and conditions, Jumia did not warrant that: the information on their website was complete or accurate; the material on the website was up to date; the website/platform would operate without fault; and that it would remain available. Jumia excluded itself from being party to the contract for sale or purchase, claiming that it was not involved in the transaction, and that it was not an agent of any buyer or seller and therefore did not have liability in connection with any transaction under the contract. Further, Jumia did not provide a dispute resolution mechanism; and Jumia's return policy only allowed consumers 15 days for Jumia Mall, and 7 days for Jumia Express and Global to return defective goods. Following the investigation the Commission concluded that Jumia's terms and conditions were misleading and unconscionable against consumers in breach of Articles 27 and 28. The Commission engaged Jumia on the incompatibility of the platform's terms and conditions to the COMESA Competition Regulations.

Jumia was cooperative and complied with the Commission's recommendations which included:

- (i) Including a specific provision in its terms

and conditions which indicates the entity to be served for legal purposes with full details in each of the countries it operates.

- (ii) Jumia guaranteeing the authenticity of information on its platform to the extent that where the seller cannot be traced in the case of a dispute, Jumia shall be liable as there is legitimate expectation by consumers that Jumia should have adequate terms and conditions for engaging the sellers.
- (iii) Jumia amending its terms and conditions to reflect that where Jumia is the seller of a product on the platform, it is a party to the contract of sale and therefore liable if the product is harmful or not fit for purpose.
- (iv) In cases where the product was sold by a third-party seller, Jumia should provide the consumer with access to the contract of sale, a clearly identified seller on the platform to enable the buyer to review and accept the terms before purchase.
- (v) Jumia to also ensure that to the extent possible, the information posted on the platform is accurate.

Alleged unconscionable conduct by Kilimall

In 2020, the Commission established that the refund and return policies of Kilimall, the online platform operating in Kenya and Uganda, did not allow consumers to return goods purchased through their website if they are marked 'shipped from overseas'. The Commission intervened and the platform agreed to amend its policies.

Commission's investigations on product safety

In enforcing its consumer protection mandate in the COMESA Region, the Commission has undertaken a number of measures relating to product safety. The Commission, in coordination with Member States, undertook an investigation and acted on the following unsafe products supplied in the Common Market:

- (1) In March, 2018, the Commission became aware that there was an outbreak of Listeriosis in South Africa resulting from consumption of processed meat products contaminated with Listeria. Affected processed foods included polony, viennas/

sausages and other cold meats supplied by Tiger Brands Unit-Enterprise Food and Rainbow Chickens Limited. The Commission issued a warning notice to the consumers in the Common Market as it was aware that the same products were also supplied to some Member States through the Supermarkets. The Commission also worked closely with the consumer agencies in the Member States to ensure that the products were removed from the shelves of supermarkets.

- (2) Published consumer alerts on the product Ready to Eat sliced cold meats and Viennas from Tiger Brands Unit-Enterprise Food and Rainbow Chickens Limited in South Africa. These were found to be contaminated with Listeria which causes Listeriosis and had been banned only in South Africa. The Commission in 2018 issued an alert to the affected Member States and required the manufacturer to remove the product from

the Common Market.

- (3) Issued a warning notice regarding Bronz Tone Maxi Tone and Caro Light in 2021, which had been recalled outside the Common Market due to high levels of hydroquinone, with some batches containing clobetasol propionate, a chemical that should only be taken when prescribed. Samples were collected from some Member States and upon testing it was found that some of the products had high levels of hydroquinone, above the levels recommended by World Health Organisation. As such the Commission issued a warning notice to consumers against purchase and use of these products.
- (4) Issued a consumer alert to affected Member States following the recall of Liqui Fruit Red Grape which had particles resulting from the crystallization of grapes and was not fit for consumption.



- (5) Issued an alert regarding West Point Processors' product -400g Pilchards in Tomato Sauce and 400g Pilchards in Chilli Sauce (Tinned Fish) following a deficiency in the canning process that could affect safety of consumers.
- (6) Required a product recall from the Common Market of certain batches of KOO and Hugo's canned vegetable products by Tiger Brands Ltd South Africa, which had been recalled from outside COMESA. Additionally, a warning notice was published by the Commission to Member States as the cans of the products had a defective side seam weld that could cause the can to leak cause illness or harm consumers.
- (7) Issued a compulsory recall which required Pioneer Foods, Coca Cola South Africa and Woolworth to remove certain batches of their apple juice products from the Common Market after they were recalled for containing patulin above the recommended limit of 50ppb.
- (8) Directed Shalina Pharmaceuticals Zambia Limited in 2021 to recall its product Cevite Vitamin C from affected COMESA Member States after it was discovered it was changing colour from yellow to brown.
- (9) Alerted consumers in 2022, following the recall by the Food Safety Authority of Egypt of Indomie's chilli packets and the chicken and vegetable flavor instant noodles packets from the Egyptian market for containing "aflatoxins and pesticide residues in quantities that exceeded safe limits.
- (10) Issued alerts to COMESA Member States following the recall certain batches of KIT KAT milk chocolate products by Nestlé for possibly containing glass pieces; recall of certain batches of Kinder range of chocolate products by Ferrero International, due to salmonella contamination;
- (11) Issued a recall of certain batches of PURITY Essentials Baby Powder by Tiger Brands from the Common Market, following detection of trace levels of asbestos in test samples from a batch of pharmaceutical-grade talc powder, used as raw material.
- (12) Issued consumer alerts in COMESA after the World Health Organisation issued an alert on four substandard medicines manufactured by Maiden Pharmaceuticals Limited (Haryana, India), after laboratory analysis on samples confirmed that they contained unacceptable amounts of diethylene glycol and ethylene glycol, which are toxic to humans. The affected products were Promethazine Oral Solution, Kofexmalin Baby Cough Syrup, Makoff Baby Cough Syrup and Magrip Cold Syrup.
- (13) Issued an alert in 2023 to Member States regarding NATURCOLD syrup by Fraken International (England) after an analysis found that the product contained unacceptable amounts of diethylene glycol as contaminants.
- (14) Issued a warning notice to consumers in the Common Market regarding Ndola Hydrated Lime manufactured by Lime Resources Limited in Zambia, after it exploded while being mixed in Malawi. The Malawi Bureau of Standards determined that the product failed to meet the requirements for the standard on Limes for use for building part 1: Hydrated Lime-Specification (MS 85-1:2013) and the standard on Labelling, Presentation, and Advertising of prepacked goods for the ultimate consumer (MS 722:2005).

The Commission is currently investigating several other cases involving the supply of unsafe products and noncompliance to standards. Conclusions on the investigation for some of these will be included in our subsequent publication.



**EMERGING
CONSUMER
PROTECTION
CONCERNS**

ARTIFICIAL INTELLIGENCE CONCERNS



Artificial Intelligence (AI) refers to the development of intelligent machines using algorithms that can autonomously perform tasks in a manner that simulates human intelligence such as decision-making, and problem-solving. To execute such tasks, computer systems through a process known as machine learning, are trained by feeding large amount of data into the algorithms to review and extract patterns and use them to learn and independently perform tasks without any further programming.

Als have the ability to analyze the data exposed to them, review, match related patterns, make independent decisions and execute the tasks. Als are used across various sectors including healthcare, education, manufacturing, finance, transportation, and entertainment. The most common Als, include:

- Human language processors used in translation and answering questions for example Chatboxes (Apple Siri, Google Assistant, and Amazon Alexa);
- Sentiment analyzers which determine one's mood or opinion and/or work as voice assistants;
- Image recognition and classification machines;
- Image designs or even music intelligent generative machines;
- Speech recognition machines and transcribers;
- Software data analysis and drawing conclusions;



- Software used to power machines such as motor mobiles and robots to analyze the environment and make appropriate decisions;
- Medical diagnostics and treatment services;
- Machines used for detecting and preventing cybersecurity threats;
- Software used in making personalized recommendations;
- Robots that work as shopping assistants or hotel waitresses;
- Computer games which compete with humans; and
- Computer system used in dynamic pricing.

Als present a number of advantages to consumers including the provision of personalized services such as customized recommendations on products and services; access to improved and timely customer care services, reducing time and cost for product or information searching; enabling consumers to take informed decisions based on analyzed data, timely diagnostics and personalized treatment plans; and detection and prevention of both physical and cybersecurity threats, among others.

While the above benefits of AIs may be enticing, there are several consumer concerns that come along with the emergence of intelligent machines. The following are some of the key consumers concerns on AIs:

Consumer privacy: The privacy of consumers may be comprised especially where consent is not provided on the way the data is collected, stored, used or shared with AI developers

Reinforcing biases: AIs may perpetuate and reinforce existing social biases and discriminative tendencies against certain social groups or individuals as a result of the inherited training bias, either by the trainer or biases embedded in the data used to train the AI.

Reduced transparency in consumer transactions: Increased use of AIs in market operations may lead to reduced transparency resulting from the fact that machines are making decisions in a manner that is not explained or

even understood by the consumers. This could facilitate reduced supplier accountability and lead to declining market confidence and distrust by the consumers.

Manipulation and misinformation: AIs may be designed by unscrupulous people to spread propaganda (through fake videos, audios, or texts), manipulate product reviews and market trends or spread misinformation, defamation, humiliating publications, amplify divisive content, among others. Such conducts could result in reputational harm, erosion of consumer confidence or increased social unrest, polarization, and public discourse.

Increased cyber insecurity: The AIs like all other computer-based systems may be vulnerable to cybersecurity risks including malicious attacks and misuse which raises consumer security concerns especially where the system is used to steal consumer data, mimic the consumer to engage in illegal activities, expose consumer's private information or defraud the consumers.

Loss of jobs: As AIs increasingly perform activities and tasks that are usually done by human beings in the production and marketing of goods and services, there is a risk of increasing unemployment which in turn may cause social disharmony and conflicts.

Widening inequality: Countries and companies with capacity to produce the most intelligent machines could operate more efficiently with AIs, at more reduced costs and leveraging on the large amount of data in their possession to produce much better goods or services, attract consumers, register steep growth, and outcompete those counties with less resources, which may widen the income gap with developing countries likely to be impacted the most. This problem may worsen where jobs are substituted with AI machines.

In view of the above consumer concerns on AIs, it is important that consumers are aware of the possible effects and ensure that they are alert and responsible when purchasing goods and services involving AIs. Businesses operating in the Common Market and intending to rely

on AIs, should comply with the COMESA Competition Regulations by ensuring that their products perform the purpose for which they were designed, they are not hazardous or unsafe to consumers and are free of misleading and unconscionable conducts. The business operator must understand the AIs, include, and provide guidelines to consumers on the functionality of the system, associated risks, and precautions, if any. Where businesses engage in comparisons of AI products against other products, this must be valid, reasonable, accurate and fair.

On their part, consumer protection authorities should establish systems, involving experts and use of technology, that can detect AI consumer violations and address them. The Commission is taking the advance of AI seriously and has reached an advanced stage of reviewing its law to ensure that it has sufficient jurisdiction to address emerging AI issues. Further, the Commission is vigorously raising awareness on the implication of AIs on consumer affairs. This is being done through various platforms like social media, print media, radio and television, flyers etc. In March 2024, the Commission joined the rest of the World in commemorating the World Consumer Rights Day whose theme was "Fair and responsible AI for consumers". A video on the commemoration can be found on <https://www.youtube.com/watch?v=nTTmeuYn2So&t=29s>



UNSUBSTANTIATED ENVIRONMENTAL CLAIMS

Climate change has become a major concern for the world over, with consumers becoming more conscious of the impact their actions have on the environment. This influences their purchase and consumption decisions, as they endeavor to protect their environment.

Manufacturers and suppliers of goods and services have also not been left behind as they have adopted and made adjustments to their processes to ensure that whatever they are supplying into the market does no harm to the ecosystem, and that their companies contribute to the agenda of environment protection. Such attributes become a selling point to not only consumers in search of environmentally friendly products, but also to investors who are keen to put their money into environmental conscious companies. This has fueled the use of green claims- assertions made by firms about the environmentally beneficial qualities or characteristics associated with their goods and services (~OECD). The environmental claims may be in relation to production, packaging, use, distribution, consumption and/or disposal of products.

Unfortunately, unscrupulous manufacturers have taken advantage of engaging in misleading conduct by using vague, unsubstantiated and false green claims to lure consumers into purchasing their products. The Competition and Markets Authority of the United Kingdom undertook a recent global



sweep of websites which revealed that 40% of green claims made by companies could be misleading. This is very alarming, especially since consumers rely on the information presented to them on the products when deciding what to buy or what not to buy and green washing ends up reducing their confidence in eco-friendly products. As a result of this, genuine companies which offer legit environmentally friendly products end up being lumped together with the ingenious suppliers. Consumers may also pay a higher price in the belief that they are purchasing premium eco-friendly products, whereas this may not be the case. Under the Regulations, use of misleading environmental claims by suppliers of goods is a violation of Article 27, which prohibits misleading representation pertaining to value, grade, characteristics, uses or benefits.

Manufactures using green claims on their labels should ensure that such claims are substantiated, are sufficiently clear, prominent and understandable to prevent deception. Claims of degradability, biodegradability, and photodegradability are deceptive unless there is scientific evidence that the entire product or package will completely decompose. The labels should not overstate the environmental attribute or benefit. Additionally, where only part of a package or item is recyclable, any claim

of recyclability must be adequately qualified to avoid consumer deception.

Consumers should also be careful when purchasing products with green claims by checking reviews from other consumers to see if there have been complaints on the claims. Consumers also need to ensure that the claims made on the products are attainable, for example, a product may not be recyclable if it requires an additional process or disposal through specific means which are not readily available in the country/location of the consumer. Outright false or exaggerated claims should also not be acceptable, and it is important that the consumer brings such conduct by manufacturers to the attention of the relevant authorities.

To enhance the protection of consumers, there is need for appropriate regulations to be put in place, rigorous advocacy and education for both consumers and businesses, come up with Industry Codes and Guidelines, as well as mandatory requirements which should be binding to the manufacturers. Additionally, consumer associations and other lobby groups play an important role and should add their voice towards protecting consumers by participating in policy recommendations to eliminate green washing by manufacturers.

DARK PATTERNS

E-commerce has tremendously grown given the numerous advantages it offers consumers. It provides efficiency and convenience in terms of readily available shopping platforms and a consumer can order products from anywhere and anytime. E-commerce also allows a consumer to compare products and prices easily at the click of a button, which is not the case with the traditional brick and mortar platforms. There is also a wider variety to choose from and sellers are able to quickly respond to market demands from feedback and reviews provided online.

It is notable however, that there are certain conducts engaged in by online sellers, which pose the risk of exploiting vulnerable consumers. One such conduct is the employment of deceptive tactics on websites and online apps which trick consumers to do or buy things they did not intend to, or agree to conditions that are not necessary, and which benefit mainly the sellers. These tactics are commonly referred to as dark patterns. Through the use of technology, sellers may employ techniques such as misleading the consumer, obstructing, sneaking, interference, or forced action and these deny consumers their right to complete and accurate information about products, their right to choose or privacy, among others. Unfortunately, such conduct may be hard to recognize or measure, and law enforcement agencies may not have the expertise and resources needed to investigate such misconduct. In certain instances, the law may also be limited and unable to adequately address dark patterns.

Examples of dark patterns include:

- i. Trap designs- Designs that make it impossible for a consumer to unsubscribe from a service, thereby forcing them to continue with payment, also dubbed “roach motel” This is executed by involving too many steps in the unsubscription procedure or hiding the unsubscription button to discourage the consumer.
- ii. Price comparison prevention- A website may also make it impossible for a consumer to compare prices of similar




- products by placing dissimilar parameters whenever a consumer places products side by side. For example, where oranges from one company are displayed using price per unit with no indication of how much a unit weighs, against oranges from a different supplier which display price per kilogram.
- iii. **Misdirection-** Consumer's attention is misdirected to focus on specific aspects of the product, at the cost of other crucial content that could influence their purchase decision. An example is the use of bigger font, or brighter colours on information pertaining to discounts where a customer chooses to purchase extra items, but very small print is used or information is hidden or placed on a separate page informing consumers on penalties that may be imposed, or limitation in application of discounts to quantities purchased.
 - iv. **Sneak in-** A seller may also sneak items into the consumers' cart during online shopping and this can make them pay for items they did not intend to buy.
 - v. **Fear and Shaming-** attaching statements or questions which may create fear or shame on the consumer at the point of unsubscribing for a service or purchasing the good. An example is an enquiry to confirm whether a consumer no longer wishes to help needy or less privileged persons, since proceeds from the website are used for such purposes. Such actions can be embarrassing for the consumer to admit and force them to continue with paid services.
 - vi. **Bait and switch-** This is another form of deceptive pattern used by online platforms where a consumer is drawn to an advertisement through use of very high discounts, or very low prices, but upon selecting the item, the consumer is notified that the product is out of stock and offered other higher priced options instead. In the same breadth, is the use of twisted or trick questions which if not read with scrutiny, may end up making a consumer agree to terms they may otherwise not have agreed to.


Dark patterns have the effect of misleading or lying to the consumer thereby influencing their purchase decision, and this may be in breach of Article 27 of the COMESA Competition Regulations. Dark patterns may also be unconscionable as it involves the use of tricks, unfair tactics, exerting undue pressure on the consumer thereby breaching Article 28 of the COMESA Competition Regulations.

Consumers are urged to be on the lookout for such conduct to avoid falling victim and to report to consumer protection agencies for appropriate action. It is also important for consumers to read through terms and conditions of online platforms before accepting them and to understand policies governing such platforms. Consumers should also be very careful to ensure that unsubscribed services do not continue to deduct payments even after being stopped.

A flyer on Dark Patterns published by the Commission to sensitise consumers




FALSE OR MISLEADING REPRESENTATION ON INTERNET APPS AND WEBSITES



Did you know that websites, social media platforms, software and online applications may sometimes be designed in such a way that they deceive or mislead consumers? This may be in breach of consumer protection laws in most countries. Under the COMESA Competition Regulations, Article 27 prohibits false or misleading representation to consumers, and Articles 28/29 prohibit suppliers from engaging in unconscionable or unfair conduct.

Such designs are known as deceptive designs or dark patterns which are intended to trick users, to the benefit of the business. Examples include the following:

<p>Roach Motel - a design that makes it easy to subscribe for a service, but too complicated or impossible to unsubscribe, for example requires too many steps</p>	<p>Privacy Zuckering - A consumer is made to share more of their personal information publicly, than they intended to by requesting more information with every step</p>	<p>Privacy comparison prevention - the website or app makes it hard to compare prices with other similar items to enable the consumer make an informed choice</p>	<p>Hidden costs - nondisclosure of full charges and fees before hand and the consumer is only made aware at the last step of the last price when exiting the transaction</p>
<p>Sneak into basket - additional items are sneaked into the consumer's basket in the process of online purchasing</p>	<p>Disguised adverts - Adverts that are disguised as other kinds of content or navigation, in order to get the consumer to click on them.</p>		
<p>Bait and switch - a customer is attracted by an advertisement of a low-priced item but is then encouraged to buy a higher-priced one instead.</p>	<p>Confirm shaming - this is the act of making the consumer feel guilty to the extent that they opt in to a service or made to feel guilty for opting out through the statements attached to opting in/out.</p>	<p>Misdirection - the consumer's attention is intentionally directed to focus on specific things on a website, and distracts them from other content, which may influence their choice</p>	

Consumers are advised to be on the lookout for such conduct and report to the Commission for action. You may also engage your local consumer authority where you feel your consumer rights have been violated.

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A photograph of a business meeting. In the foreground, a man in a white shirt and glasses is shaking hands with another person whose arm is visible from the left. In the background, another man in a grey suit and glasses is smiling and looking towards the handshake. They are seated around a wooden table with a laptop, a coffee cup, and other office supplies. The text 'WORKING TOGETHER WITH STAKEHOLDERS' is overlaid in the center in a bold, blue, outlined font.

**WORKING
TOGETHER
WITH
STAKEHOLDERS**

The mandate of the Commission towards protection of consumers is greatly enhanced through joining forces with stakeholders, both regional and international. Being a regional body with jurisdiction that covers 21 COMESA Member States, the Commission is mandated to support Member States in promoting and protecting consumer welfare; facilitate the exchange of relevant information and expertise; and is responsible for developing and disseminating information about consumer protection policy. To facilitate the above, the Commission in 2021, established the COMESA Consumer Protection Committee which is a network of consumer protection authorities and other government agencies in charge of protection of consumers in their jurisdictions. The Committee also has membership from consumer associations in the Common Market. The Committee aims to enhance cooperation in enforcing consumer protection law and policy issues of common interest and formulate proposals to achieve procedural and substantive convergence in the protection of consumer rights at the regional level.

Since its inception, the Committee has made several milestones including establishing working groups to spearhead achievements on enhancement of product safety in the Common Market and development of an education curriculum framework on consumer protection, to be used by the Member States in coming up with their customized frameworks. The Committee has also set up a Whatsapp group for informal networking and information sharing on matters affecting consumers in the region. It continues to promote collaboration and

sharing of information with the Members on cross border unfair trade practices identified in different countries.

The Commission has collaborated with Member States in undertaking joint investigations into consumer product safety cases which were cross border in nature, through sampling and testing of products across the affected Member States and having them tested in different laboratories. The Commission also holds workshops in conjunction with the Member States, for example the recently hosted Consumer International congress in which the Commission joined hands with the Competition Authority of Kenya. Capacity building has also been achieved through collaboration with Member States where stakeholders were sensitized on the provisions of the national and regional consumer protection regulations in different countries. Additionally, the Commission has held joint exhibitions with Member States to showcase work undertaken and sensitise consumers and other relevant stakeholders.

The Commission works closely with international agencies with a mandate on consumers protection. These include UNCTAD, International Consumer Protection Enforcement Network (ICPEN), and Consumers International. In December 2023, the Commission collaborated with the Consumers International in hosting the Consumers International Global Congress for the second time in Africa which was attended by more than 350 delegates from all around the world and officiated by the Deputy President of the Republic of Kenya.



Signing of Cooperation Framework between the Commission and the African Civil Aviation Commission (AFCAC)



**THE
COMMISSION'S
FOCUS AREAS
ON
CONSUMER
PROTECTION**

The Commission will continue to handle consumer complaints on misleading and unconscionable conduct by suppliers as well as investigations into the supply of unsafe products. Focus will also be put on unfair trade practices in the digital platforms including Artificial Intelligence and dark patterns. Furthermore, the Commission will monitor online platforms for fake ratings and reviews by unscrupulous service providers, as well as false and misleading claims and advertisements aimed at luring unsuspecting consumers.

In addition to the above, other areas of focus are:

Environmental Sustainability

Consumers have a big role to play in the protection of the environment. This topic has not been given much attention in developing countries, however it is a very critical area that affects the livelihood of all human beings. The Commission therefore intends to include this as part of its area of focus through enhanced advocacy and education to stakeholders in 2024. The Commission will seek to address the following areas:

- o Investigations into greenwashing or false and misleading environmental claims by suppliers
- o Awareness creation among consumers on importance of cleaner and greener purchase choices to help protect the environment
- o Advocacy among manufacturers on adoption of processes and production of products which help protect the environment as opposed to polluting it
- o Engage relevant stakeholders including government agencies within the Common Market in pushing for the sustainability agenda through workshops and undertaking joint activities.

Environmental sustainability will also feature in the new COMESA consumer law that is expected to be in force December 2024.

Emerging concerns in Digital Financial Services

Digital financial services have greatly benefited a majority of consumers in the market who can now access services which were previously reserved for individuals with a certain portfolio e.g. those with formal sources of income. Small and upcoming businesses, as well as rural dwellers, who could

not access formal banks due to the distance from big towns where the banks are located, could not enjoy the benefits of such services. In addition to getting a secure platform to save money, the digital financial platforms also extend credit facilities to consumers.

The Commission intends to engage relevant stakeholders in the Digital Financial Services to address the following consumer concerns:

- o Most of the digital financial services are not regulated and are left to operate as they wish, which has resulted in consumers getting exploited through charging exorbitant interest rates.
- o Credit is extended with little or no collateral and due diligence is not undertaken to assess the credit worthiness of borrowers. This has resulted in over-indebtedness which in turn has caused distress and individuals losing all their property.
- o Debt collection by some of the service providers is done through unorthodox means; which infringes on the rights of the consumers, for example gaining access to contact information, and harassing friends and relatives of the individual.
- o Unfair terms and conditions such as penalization for early repayment of loans
- o Some of the platforms lack redress mechanisms and aggrieved consumers do not have any avenues to address their complaints pertaining to the service.



EPILOGUE

It is the hope of the Commission that you have enjoyed reading our maiden edition of the Consumer Protection Magazine. We should remember that we are all consumers and therefore have a higher calling to be one another's keeper by detecting and reporting consumer transgressions. The Commission shall continue to work endlessly to ensure that the welfare of consumers in all our Member States is safeguarded.

We are however aware that this is a humongous task that requires a coordinated approach. We therefore seek the support of you, our stakeholders, who include consumers, Governments of Member States, non-governmental organisations and cooperating partners among others.

We also wish to remind consumers that just as they have rights, they also have obligations. Consumers should play their part to ensure that we address possible consumer harm even before it occurs. We conclude this year's edition of the Magazine with the saying "Caveat emptor" (Consumer Beware!).



TESTIMONIALS

CHAIRPERSON OF THE COMESA CONSUMER PROTECTION COMMITTEE



MRS. ROSE SHUMIRAYI CHIKARAKARA MPOFU
Chairperson of the COMESA Consumer Protection Committee

My experience working with the Commission began in 2017 when we attended the Commission’s meeting in Egypt, where it was agreed to address cross border consumer protection matters together as members of the Common Market and one of the recommendations from that meeting was to form the COMESA Consumer Protection Committee (CCPC). The Committee would include Consumer Protection Authorities, Consumer Organisations as well as the Business Organisations. However, due to COVID 19, this dream took more than 3 years to come true.

In April 2021, we met for the first time to form the CCPC. We set out the rules and also elected our leadership. This was the beginning of cross border Regional Consumer Protection. The Commission rolled out awareness campaigns on the subject among the Member States. Consumer organisations also participated in the consumer awareness meetings organised by the Commission. We now celebrate World Consumer Rights Day as a region. The Commission supports consumer protection issues within the member countries. They also facilitate trainings, benchmarking activities and knowledge sharing, for example in 2023 they facilitated a benchmarking visit to Egypt. Members went to learn about the Consumer Call Centre which are a great initiative in solving consumer complaints.

The Commission facilitates the Regional meetings for members of the CCPC. In 2022 we came up with two key working groups for the CCPC, namely the working group on development of a regional education curriculum on consumer protection and the working group on development of Early Warning Systems on

product safety. This will be helping in the protection of consumers and growing the consumer protection culture among the young citizens. We are now growing the Regional membership to include consumer organisations and businesses who have to apply for membership. Currently we have received about 10 applications for consideration by the Committee.

We now participate in the recalls and testing of harmful and banned products like fruit juices, medicines, cosmetics among others. In 2023, we also participated in celebrating the 10-year anniversary of the Commission. This was an opportunity for the CCPC to meet and share knowledge and experiences. The Commission is a very important arm of consumer protection in the Common Market, especially when it comes to cross border trade. Compliance with cross border formalities is usually a nightmare for the small-scale traders rendering them vulnerable to abuse or violation of their rights as well as that of consumers through smuggling of harmful and substandard products. Working with the CCPC has made our job easier as it promotes and supports our day to day work as the voice of the consumer, and the consumer advocates.

ESWATINI



I joined the Eswatini Competition Commission (ESCC) in late 2022 and my first encounter with the Commission was in Nairobi, Kenya. My very first impression was that of being totally astonished at the magnitude and impact of the work of the Commission on improving consumer welfare and protection within the Common Market.

The establishment of two Consumer Protection Working Groups/Committees to design and develop a consumer protection curriculum and product safety framework is one ardent example of how the Commission has harnessed the skills of the professionals within the Common Market and leveraged on its diversity to create frameworks and solutions that will benefit generations to come.

I was also sponsored by the Commission to participate in the Egyptian Consumer Protection Agency Study Tour in September 2023. The lessons learnt during the study tour were valuable and have surely helped to influence our mid-long term Consumer Protection Strategy. Through this tour, the Commission positioned itself as a leading institution that immensely contributes towards the

sharing of best practices between agencies and an advocate of inter-agency cooperation.

During the Commission workshops and meetings, there is equal treatment of all state representatives, such that smaller economies are also given an opportunity to contribute towards building a resilient consumer protection system for the common Market. Effective platforms have also been established to enhance the removal of harmful products from the Common Market.

ZIMBABWE



PROFESSOR ZORORO MURANDA

Chief Executive Officer of the Consumer Protection Commission in Zimbabwe.



The Consumer Protection Commission (“The CPC”) would like to express its appreciation to the Commission for the unwavering support and commitment to the establishment of the CPC in 2023. This saw the Commission visiting the country on several occasions just to ensure that everything was under control during the CPC’s formative stages.

The CPC is a beneficiary of your remarkable services, which has compelled this testimonial, highlighting the positive impact your organisation has had during the CPC’s infancy. A case in point is when the Commission worked tirelessly in the preparations for the 2023 World Consumer Rights Day.

The presentations made by your team during the WCRD symposium were quite incredible, insightful, and helped to raise awareness and advocating for advancement of consumer rights. The presentations also helped to inform policy makers, foster dialogue, and promote sustainable change on consumerism.

Furthermore, you also assisted and jointly exhibited with the CPC at the 2023 Zimbabwe International Trade Fair. Your provision of financial assistance through grants went a long way in making the WCRD and ZITF events memorable and successful.

Appreciation also goes to the Commission for sponsoring the CPC to participate in the COMESA Consumer Protection Committee meeting held in Nairobi, Kenya in December 2023, alongside the 2023 Consumer International Congress held under the theme “Consumers Together – Building a Resilient Future”.

The CPC is also a beneficiary of your extensive training and capacity building programmes on Case handling and benchmarking visits. The CPC and the Commission have also been and will continue working on the enforcement of cross border issues.

EGYPT



GENERAL ENGINEER SHERIF EL-RASHIDY

Deputy Chairman of the Consumer Protection Agency (CPA)
in Egypt



The Egyptian Consumer Protection Agency (CPA) played a crucial role in setting up the COMESA Consumer Protection Committee (CCPC) in 2017, which advocates for a unified approach among COMESA Member States to tackle consumer protection challenges and to improve consumer welfare in the region.

Participating in COMESA's activities has been an absolute delight. In March 2022, I attended the CCPC event in Kenya to discuss digital platform issues and design training for consumer protection law enforcement. In Oct. 2022, I presented the CPA's role in confronting high fuel prices at the Commission's Annual Meeting. I was then chosen as Head of the Committee to design a Regional Training Curriculum for consumer protection.

One of the activities that stood out to me was the Annual Meeting of the Commission, held alongside the Consumer International Congress in December 2023, which included a recap on the Working Groups for Product Safety and Education Curriculum and the Update on African Dialogue Forum.

In May 2023, we celebrated the Commission's 10th anniversary in Malawi where I proposed a framework to address emerging consumer concerns related to cross-border effects. The CPA conducted a training program for the members of the CCPC in Egypt. The training aimed to enhance the committee's ability to safeguard consumer rights.

Additionally, the Committee has provided a platform for the Member States, under the sponsorship of the Commission, to showcase their experiences and best practices. I'm impressed with their work and grateful for the opportunities to connect with other professionals. I look forward to contributing to the growth and prosperity of the COMESA region.

KENYA



MR. BONIFACE KAMITI

Ag. Director, Competition and Consumer Protection at the Competition Authority of Kenya



The Competition Authority of Kenya (“the Authority”) greatly appreciates the fruitful and progressive collaboration with the Commission in matters of consumer protection in the regional bloc.

The Authority, as a founding member of the COMESA Consumer Protection Committee which consists of consumer protection agencies and consumer lobby groups, has networked with other key stakeholders and contributed to the enhancement of consumers’ welfare through sharing of experiences and practices. It has also put in place strategies on how to tackle challenges and learnings arising from violation of the rights of consumers, including handling of products that have been recalled from the regional market as well as addressing complaints that have a cross-border dimension.

The Authority and the Commission are valuable partners in enhancing consumer welfare in the region, and in championing African focused agenda. For example, the two agencies partnered in December 2023 to successfully host the Consumers

International Global Congress in Nairobi, Kenya. We have also partnered in jointly organizing several meetings of the COMESA Consumer Protection Committee. These achievements are a clear testament of our commitments and valuable working relationship, which further underscore the importance of collaboration between regulatory bodies and stakeholders across African continent, and even beyond.

An important aspect to note is that the Commission has shown its commitment to promoting a level playing field for businesses across the common market which not only safeguards consumer welfare but also encourages innovation and investment in the region.

On behalf of the Authority, I am highly supportive of cooperation with the COMESA Competition Commission to navigate the complex competition and consumer law and policy landscape and contribute towards the development of a vibrant and competitive business environment in the COMESA region.

MALAWI



MS. BRENDA BOTA

Director of Consumer Affairs, Competition and Fair Trading Commission, Malawi

As a member of the CCPC, the Competition and Fair Trading Commission of Malawi has benefited through the following:

- Sharing of information on challenges, emerging trends, initiatives being undertaken and best practices in handling and enforcement of consumer protection within the region.
- Networking among consumer protection professionals, through the CCPC working groups, which allows collaborations on issues affecting two or more authorities within the region.
- Benchmarking on enforcement of consumer protection through training, attachments as well as creation of model enforcement framework within the region.

ZAMBIA

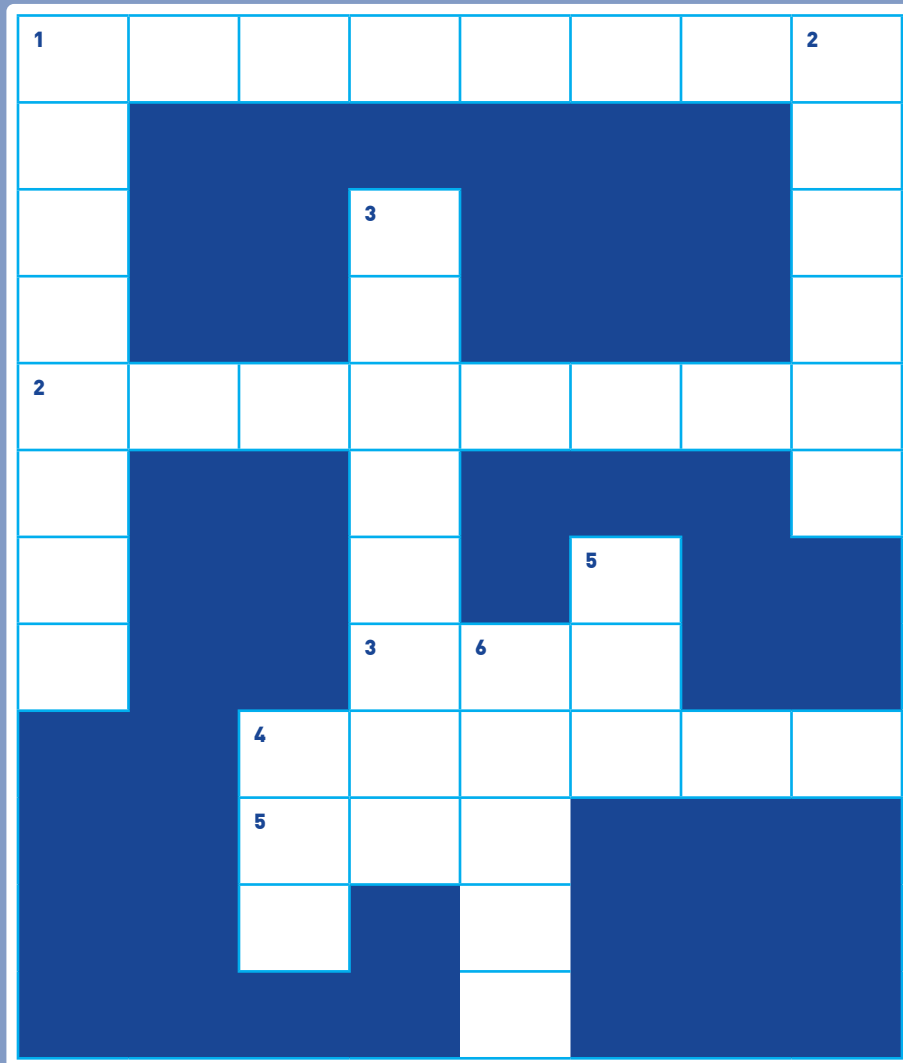


MRS. EUNICE PHIRI HAMAVHWA

Director Consumer Protection, Competition and Consumer Protection Commission, Zambia

The Commission has been a great regional body in enhancing consumer welfare and in developing capacity for officers of the Competition and Consumer Protection Commission (CCPC) in Zambia. Zambia has benefited from alerts issued by the Commission to Member States making them aware of products likely to cause harm to consumers. Through the said alerts, CCPC has engaged in inspections of trading premises to rid them of such products if any. CCPC has benefited from capacity building through training of investigators in investigation techniques and training of its Board members. The Commission is truly pro consumer!

CROSSWORD PUZZLE



ACROSS

1. A final user of a good or service
2. A person who purchases goods from a manufacturer or a wholesaler and sell these goods to consumers in small quantities.
3. Consumed
4. An act of breaking or failing to observe a law, agreement, or code of conduct
5. Set up to resolve minor cases in specific areas in a less expensive manner than court (Abbr)

DOWN

1. A binding agreement.
2. A swap of a good or a replacement for a new product due to defects.
3. Something used as a measure, level of quality.
4. Prevent or prohibit (someone) from doing something or from going somewhere.
5. A beverage type.
6. Provisions forming part of a contract.



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