

PROTECTIVE GLAZING COUNCIL

Advertising Guidelines and Policy

False or misleading advertising undermines the public confidence in the protective glazing industry and its primary products and services. It can also result in government enforcement actions and fines as well as civil lawsuits by competitors claiming to have lost sales or by injured consumers alleging a product did not possess an advertised safety or quality attribute. For these reasons, the Protective Glazing Council (PGC) adopts the following advertising guidelines. These guidelines do not constitute a complete statement of the law on false advertising. Rather, they represent general principles of the law as interpreted and enforced by the Federal Trade Commission and the courts of the United States.

Determining whether an advertisement violates these guidelines is a highly fact intensive inquiry. PGC recommends, therefore, that members with questions about the validity of their advertised claims consult with their legal counsel or manufacturers' or suppliers' representatives.

At the discretion of the PGC Board of Directors and consistent with PGC policy, PGC members violating these guidelines may, after receiving due process, be subject to disciplinary action, specifically a warning, suspension, or expulsion from the PGC.

PGC Advertising Guidelines: Compliance with the following guidelines will reduce the possibility that an advertisement will be found to be false, misleading, deceptive, or unsubstantiated.

- **Clearly and accurately communicate all claims regarding protective glazing attributes. Ensure that each representation, whether express or implied, is substantiated.**
 - A. Do not overstate the protective qualities of protective glazing products or the implications of satisfying building codes.
 - 1. For example, avoid using the term “proof” in advertisements such as “hurricane proof,” “earthquake proof,” or “bullet proof.” Such terms could be interpreted as claiming that protective glazing products will protect against all eventualities in any hurricane, earthquake, or bullet attack. Rather, it is permissible, for example, to advertise that they provide added protection against the effects of hurricanes, earthquakes, or bullets as compared to a window of ordinary monolithic annealed glass with no film applied.
 - 2. Also, do not advertise that any protective glazing product is “earthquake safe” merely because it satisfies local building codes. It is proper to advertise that it satisfies local building codes, but compliance with those codes does not serve as a basis to certify the protective glazing product is “safe” in earthquakes of all magnitudes and against all flying debris during those earthquakes.
 - B. Ensure that general claims regarding the protective quality of a protective glazing product is applicable to the typical consumer or end user, not a particular limited class or type of consumer or customer.
 - C. Do not use pictures or other visual images that create in the minds of viewers a misleading impression of the product’s performance.
 - D. Advertisements should not contain claims that are inconsistent with product labeling, or ordinary use, or installation instructions.
 - E. Do not use comparative terms such as “protective window film or protective glazing is safer” without accurately providing a reference to what the film or glass is safer than.
 - 1. Unqualified comparative language may be interpreted broadly and deemed deceptive unless the claims are true under all circumstances and adequate substantiation exists to support the broad claims at the time they are made. For example, the unqualified language “protective window film makes windows safer in storms” likely will be interpreted as claiming that protective window film offers greater protection against storm damage than all other products on the market.
 - 2. Comparative claims are less likely to be deemed deceptive, however, if they are qualified and, as qualified, are accurate and substantiated at the time they are published. For example, “protective

window film or protective glazing is safer” may be qualified by explaining that windows are less likely to shatter in bad weather when film is applied to a window or the window is constructed of a protective glazing product as compared to a window with no film applied or a window of ordinary single strength annealed glass. Additionally, visual portrayals and pictures can be used to explain, illustrate, or qualify the text of a claim if the text and images, when taken in the context of the entire advertisement, are accurate and substantiated.

- F. When relying upon tests or studies in an advertisement, do not misrepresent the purpose, quality, content, or conclusion of such test or study, and do not make any statement inconsistent with the results or general conclusions of any such test or study.
 - 1. For example, do not explicitly or impliedly claim that passing a test to determine whether a protective glazing product construction complies with a particular building code also determines that the protective glazing product is earthquake or hurricane safe. Such a claim likely overstates the purpose and conclusion of that test.
 - 2. It is permissible to advertise that a particular protective film or protective glazing construction has achieved certain test scores or standards under particular test conditions. It is not permissible, however, explicitly or impliedly to suggest these performance standards will be met under any condition other than those included in the test. It is also impermissible to modify products to attain a higher test score and then advertise that an unmodified product achieved the same score.
- G. Do not advertise, without qualification, that certain protective window film or protective glazing construction complies with state law. Such a claim fails to inform consumers that federal law and local building codes may be applicable to the installation. That claim may be deemed to contain a material or intentional omission and, therefore, a deceptive advertisement.
- H. Manufacturers or distributors whose advertisements contain comparisons with competing products must substantiate the comparative claims. Tests substantiating such comparisons should apply under general and normal, not unusual or particular, conditions under which the protective glazing product used.
- I. As to product superiority claims, emphasize only those features that are significantly superior; do not stress insignificant differences that may cause consumers or other customers to draw false or misleading conclusions about product superiority.
 - 1. Superiority claims are not deceptive if there is a material difference in an aspect of a product’s performance that consumers or customers find meaningful and substantiation exists for the claim.
 - 2. Superiority claims should not be based on minute technical differences in test results. For example, a protective glazing product advertisement likely would be found deceptive if the superiority claim were based upon a slight difference in test results that did not translate into an effective increase in protection to the consumer or the consumer’s property.
- J. Ensure substantiation establishing a reasonable basis exists for a claim prior to making any performance or other objective claim about a product.
- K. Maintain files and records of information and data substantiating any claim.
- L. Ensure that substantiation is current with the state of knowledge at the time the advertisement is published.

AGREEMENT TO ACCEPT AND ADHERE TO THE ABOVE ADVERTISING POLICY MUST OCCUR PRIOR TO ACCEPTANCE FOR MEMBERSHIP AND EACH YEAR THEREAFTER UPON SUBMITTAL OF ANNUAL DUES.