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Ohio Consumer Protection Laws

The Ohio Consumer Sales Practices Act, Ohio Revised Code Section 1345.01 et seq. (“CSPA”), the corresponding Substantive Rules, Ohio Administrative Code (“O.A.C.”) Section 109:4-3 et seq., other sections of the Ohio Revised Code (O.R.C.), and numerous court decisions prohibit suppliers from engaging in deceptive, unfair, and unconscionable acts or practices in connection with consumer transactions.

Below is a brief description of some of the laws and rules that apply to many vendors at the Ohio State Fair. A copy of all Ohio laws, including applicable Ohio consumer protection laws, is available at <http://codes.ohio.gov/>.

Vendors are responsible for complying with applicable Ohio laws, rules, and court decisions. In Ohio, ignorance of the law is not an excuse. A vendor’s failure to comply with Ohio consumer protection laws is a violation of the rules and regulations of the Ohio Expo Center and may result in formal action by the Ohio Attorney General’s Office, including action filed in an Ohio court. Vendors should contact their legal counsel whenever they are unsure whether they are in compliance with the law.

Three-Day Right-to-Cancel: The Home Solicitation Sales Act, O.R.C. 1345.21 et seq., regulates transactions that are conducted outside a supplier’s normal operating location. Under O.R.C. 1345.21, when a supplier offers goods or services for sale outside of a seller’s place of business with a total price over \$25, the supplier must allow consumers to cancel the transaction within 3 days—no questions asked—unless the supplier has a business location in this state where goods or services are offered or exhibited for sale. And suppliers must clearly inform consumers of their 3-day right-to-cancel at the time of purchase. Specific requirements for the form of notification of the 3-day right to cancel can be found in O.R.C. 1345.22 and O.R.C. 1345.23.

Use of the Word “Free”: O.A.C. 109:4-3-04 requires a supplier to clearly and conspicuously disclose any terms, conditions, and obligations of receiving a free offer at the outset of the offer. The terms and conditions must be printed in a font size that is half as large as the word “free” and must be placed in close proximity to the offer. Using an asterisk or some other symbol placed next to the offer is not considered making the disclosure “at the outset.”

Prize Rule: O.A.C. 109:4-3-06 requires a supplier to clearly and conspicuously disclose the market value of the prize or thing of value that is offered. “If the receipt of the prize or thing of value is conditioned upon the consumer’s listening to or observing a sales promotional effort or entering into a consumer transaction,” then the supplier must clearly and conspicuously disclose the condition(s) “at the time of notification of the prize.” In addition, the supplier must clearly and conspicuously disclose the conditions necessary to win the prize or receive the thing of value.

Price Comparison Rule: O.A.C. 109:4-3-12 requires a supplier to use its “regular price” in its written or printed advertising materials containing any price comparison to the supplier’s own price (such as a discounted price, price reduction, sale price, or percentage-off price). Under O.A.C. 109:4-3-04(F)(1), “regular price” means “the price at which the goods or services are openly and actively sold by a supplier to the public on a continuing basis for a substantial period of time.” A price is not a “regular price” if it is not the supplier’s actual selling price, the price has not been used in the recent past, or the price has only been used for a short time.

Do Not Call Law: A supplier attempting to sell goods or services cannot contact a consumer who is registered on the Federal Trade Commission’s Do Not Call Registry unless an exemption applies. The following are some of the exemptions: (1) the supplier has had an established business relationship with the consumer within the past 18 months; (2) the consumer has contacted the supplier within the past 3 months to make an inquiry; or (3) the supplier has obtained permission from the consumer through a clear and conspicuous waiver signed by the consumer. None of the exemptions apply if the consumer later requests that the consumer be placed on the supplier’s internal do-not-call list.

Misrepresentations about Goods or Services: O.R.C 1345.02(B)(1)-(2) prohibits a supplier from misrepresenting that its goods or services have sponsorship, approval, performance characteristics, accessories, uses, benefits, a particular standard, quality, grade, style, prescription, or model that the goods or services do not have.

Misrepresentations about Supplier: O.R.C 1345.02(B)(9) prohibits a supplier misrepresenting that the supplier has a sponsorship, approval, or affiliation that the supplier does not have.

Exclusions & Limitations in Advertisements: O.A.C. 109:4-3-02 requires that written or printed advertising materials contain a clear and conspicuous disclosure, in close proximity to the words stating the offer, of material exclusions, limitations, or conditions that affect the offer of goods or services.

Failure to Deliver Rule: O.A.C. 109:4-3-09 requires a supplier to deliver purchased goods or services at the promised delivery time. If a supplier fails to deliver the goods or services at the promised delivery time or within eight weeks of accepting payment for the goods or services, the supplier must immediately refund the payment.

Failure to Register Trade or Fictitious Name: Under Ohio law, it is an unfair and deceptive practice, in violation of the CSPA, to conduct business in the State of Ohio without first registering the supplier’s trade name or fictitious name with the Ohio Secretary of State, as required under O.R.C. 1329.01.

Failure to Obtain Required License, Permit, Certification: Under Ohio law, it is an unfair and deceptive practice, in violation of the CSPA, to conduct business in the State of Ohio without first obtaining all required licenses, permits, or certifications, including, but not limited to, vendor licenses and any permit necessary to sell goods or services in this State.

Failure to Satisfy Unpaid Judgments: Under Ohio law, it is an unfair and deceptive practice, in violation of the CSPA, to conduct business in the State of Ohio without first fully satisfying all judgments against the supplier granted by any jurisdiction based on violation(s) of consumer protection laws.