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**LEGAL COMPLIANCE OF ADVERTISEMENTS'
DISCLOSURES IN SOCIAL MEDIA MARKETING:
INSTAGRAM'S PRACTICE CALLS FOR REFORM**

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I declare that I have compiled the paper independently
and all works, important standpoints and data by other authors
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Abbreviations

IGTV - Instagram Television

CTA - Call To Action

PR - Public Relations

WoM - Word of Mouth

SMI - Standard Media Index

EU - The European Union

HMK - Harju Maakohus (Harju county court)

Abstract

This work aims to investigate the legal compliance of social media advertisements' disclosures by the examples of Instagram, proceeding from relevant legal acts in Estonia. Great emphasis is put on the advertisements' disclosures and its language, thus the connection between pertinent structure of the disclosure, as well as purchase and sharing intentions is proven evident. In this work, both qualitative and quantitative methods are used, gathering empirical research and an experiment through a survey among social media users, as well as suggesting legal amendments and further recommendations. The main objective of this research is to provide evidence that advertisements and their disclosures composed on Instagram need further legal basis in order to remain compliant with relevant legislative acts in Estonia.

Keywords: Instagram, social media marketing, advertisements, disclosures, compliance, regulations, amendment.

INTRODUCTION

Instagram is an online social media platform that allows users to share images, videos, texts and links with their followers. Instagram offers many ways to create content, such as photos, videos, IGTV, reels, swipe-up links, call-to-action buttons, shopping links, Instagram Shop, and shoppable posts. Content can be both personal and intertwined with business, based on one's own wishes and needs.¹ Instagram can thus be a valuable marketing output with the aim to promote advertising on social media.

The Estonian Advertising Act stipulates that advertising must be clearly distinguished from other content or information transmitted.² This means that all advertised content, including both visual and its accompanying text, must refer clearly to the advertisement or promotion in which it is contained. For legally appropriate disclosures, it is requisite for the advertisement not to contain any misleading information about the product or service presented on the advertisement.³ Disclosure language is significant, inter alia, to the extent that it assists in building a relationship between the consumer and the trader, strengthening trust between them and creating a broader engagement metric in general.⁴ In addition, it is extremely important that the disclosed advertisement includes relevant indicators, in order for the advertisement to be recognized.

According to the Estonian Consumer Protection Act, the consumer has the right to fair, transparent and comprehensible information,⁵ whereas the Law of Obligations Act also offers opportunities for the consumer to withdraw from the contract, as well as receive compensation.⁶ In addition, it is possible to be guided by legislation in the European context as well, if necessary, for which modern means of consumer protection have been established. For instance, Directive 2019/2161 contributes to a technology-neutral approach in compliance with the continuous development of the marketplace,⁷ reckoning innovations and advances in technology. The definition of

¹ Blystone, D. (2020) *The Story of Instagram: The Rise of the #1 Photo-Sharing Application*. Investopedia. Retrieved from: <https://www.investopedia.com/articles/investing/102615/story-instagram-rise-1-photo0sharing-app.asp>

² RekS RT I 2008, 15, 108. § 3 s. 1.

³ *Ibid.* § 3 s. 4 ss. 11.

⁴ Coelho, R. L. F. et al. (2016) *Does social media matter for post typology? Impact of post content on Facebook and Instagram metrics*. Online Information Review. Volume 40, Issue 4, p. 468-469. Retrieved from: <https://doi.org/10.1108/OIR-06-2015-0176>

⁵ TKS RT I 2004, 13, 86. § 4 s. 1-2.

⁶ VõS RT I 2001, 81, 487. § 56 s. 1, 3; § 189 s. 1.

⁷ OJ L 328, 18.12.2019, Rec. 25; Art 3. s. 1(b); Art. 4. s. 1(e).

marketplace supports the understanding of trade existence within online platforms and thus provides appropriate means for remedies in the scope of misleading advertising on social media.⁸

This legal research aims to provide evidence that advertisements and their disclosures composed on Instagram need further legal basis in order to remain compliant with relevant legislative acts in Estonia. Thesis consists of four chapters commencing with a general overview of the variety of common social media marketing tools Instagram provides, such as photo-, video-, text-, and link-based opportunities. Second chapter investigates advertisements on Instagram, with greater emphasis on disclosure language, hashtags, Instagram-specific handles, as well as the absence of identifiable indicators within disclosure in order to discern promoted posts from regular content. It signifies the vigorous relationship between disclosures and language used for composing them and thus supports the concept of advertisement recognition. Second subsection of the second chapter investigates Estonian influencers' approach and methods used for compliance. Third chapter of this research addresses consumer behaviour, especially how advertisement recognition influences the development of brand attitude, i.e. brand image and ad quality. It outlines the degree of persuasion tactics available for use regarding the establishment of consumer behaviour, as well as their impact on shaping purchase and sharing intentions of the consumers. Fifth subsection of the third chapter thus contains a survey, which was conducted with the aim to study consumer behaviour in detail, subject to a questionnaire composed with the purpose to show respondents' a confusing advertisement, which lacks indicative remarks.

Consequently, the fourth chapter provides a legal analysis of online actions and behaviour of a trader, promoter or business and its contribution to the development of the consumers' intentions and decisions. Legal assessment of relevant national and international law is presented, compiling consumer protection, advertising law, as well as competition law. First subsection of the fourth chapter embodies an amendment of the Advertisement Act, suggested by the author. The author initiates a proposal to establish a subsection under § 4 Misleading advertising, therefore suggesting to include a paragraph of social media advertising. The suggested amendment includes the involvement of adequate indicators on social media advertisements, as well as prohibition of misleading consumers by certain words, expressions, or claims. Furthermore, the author presents several counter-arguments against the amendment. Yet, deriving from the shortage of appropriate

⁸ *Ibid.* Rec. 16; Art. 3, s. 5.

regulation concerning this issue in particular the author finds the amendment essential for pertinent interpretation of the Advertising Act.

This research implements both qualitative and quantitative methods, gathering empirical research, as well as conducting an experimental survey. Research question and its further development is supported by the exploitation of relevant academic literature, such as journals, peer-reviewed articles, case law, as well as national and international legislation.

1. SOCIAL MEDIA MARKETING ON INSTAGRAM

Instagram is a modern marketing tool for whichever benefits, including the option to share photos, videos, texts and links on one's account. At first, Instagram was intended to share pieces of one's daily life, including pictures of events, entertainment, and social life in general.⁹ By now, valued at over \$100 billion,¹⁰ and with the highest interaction and engagement rates,¹¹ Instagram has grown into a community of various marketing opportunities, including Instagram Stories, Guides, TV, Reels and many other visual, as well as videographic outputs.

1.1 Common marketing methods

1.1.1 Photo-based

This marketing method is the most popular, as well as common among Instagram users. Photo-based method consists of a single photo, or a series of photos posted onto the user's feed.



Photo-based method.

⁹ Blystone, *supra nota* 1.

¹⁰ Mediakix (2021) *Instagram is worth over \$100 billion (chart)*. Retrieved from: <https://mediakix.com/blog/how-much-is-instagram-worth-market-cap/#:~:text=Instagram%20is%20Worth%20Over%20%24100,to%20our%20industry%20digest%20newsletter!>

¹¹ De Ciccio, R. et al. (2020) *The effect of influencer-product fit on advertising recognition and the role of an enhanced disclosure in increasing sponsorship transparency*. International Journal of Advertising, p 1-2. Retrieved from: <https://doi.org/10.1080/02650487.2020.1801198>

1.1.2 Video-based

Instagram enables users to share their videographics on their platform, including video posts, IGTV, and Reels. Video posts can be described as a singular post on the user's account, being limited up to 60 seconds of videographic content. IGTV however, lets the user post longer videos on their page, limiting the length up to 60 minutes. The 15-30 seconds long Reels might be the most popular option for growing on Instagram, meaning that the user is most likely to gain new followers, or audience through posting Reels on their page.¹²

1.1.3 Text-based

Text-based marketing mainly includes captions written by users, meaning that there are no other text-based outputs on Instagram. Any user has the possibility to write a caption under their picture, as well as accompanied with their IGTV or Reels. The style or length of the caption is not determined by Instagram, compared to Twitter statuses, for instance.

1.1.4 Link-based

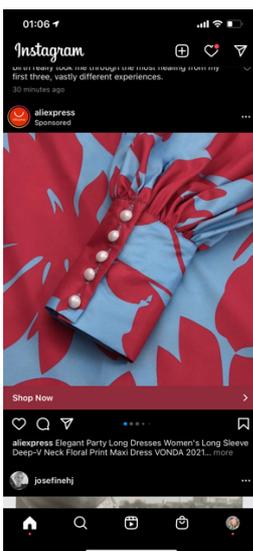
Instagram offers an opportunity to link products, websites or other pages for one's audience to enter. A swipe-up link is a hyperlink attached to one's story, on which others can click and enter a specific page favored by the user. This means that the user is able to share one's favourite products, newly released songs, calls for donation etc. The swipe-up link can be added and managed by the user only, which gives ultimate independence in deciding what the output should be. One is able to use this feature as soon as one reaches the amount of 10 000 followers on their account.

¹² Facebook for Creators. (2020) *Creator spotlight: 5 creators share their Reels secrets*. Retrieved from: <https://www.facebook.com/creators/instagram-creators-reels-strategy>



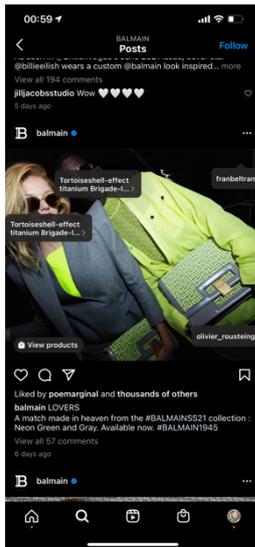
Swipe-up link.

Another link-based output can be attached to the picture that is posted on the feed by the user. In this case, the titled hyperlink appears in the bottom section of the picture and usually consists of a call-to-action phrase (CTA) suggested by Instagram. CTA phrases suggested include "Shop Now", "Book Now", "View Profile" etc. One needs to bear in mind that in order to attach affiliate links onto their posts, one needs to have a public Business Account. It can be a company's page, or an agency, or whichever business one might attach the profile to, whereas it can also be a personal brand. This output is also highly connected to creating and running paid advertisements on Instagram.



Call-to-action links.

Moreover, a business profile enables the user to add shopping links to their pictures, which means that whether a business creates a post about their new product, they can also attach the product with a link to the post. The consumer is then able to click on the product on this specific picture and enter Instagram Shop, which is a convenient shopping feature and which provides the customer with detailed information about the product, as well as a product link to the website of the business. These kinds of posts are also called shoppable Instagram posts.



Shoppable posts.

2. ADVERTISEMENTS ON INSTAGRAM

2.1 Legally appropriate disclosures

Deriving from Estonian Advertising Act (Reklaamiseadus), an advertisement must be clearly distinguished from other information, thus its content, design and presentation shall ensure that it is understood as an advertisement.¹³ The particular client benefitting from the established advertisement shall be present as well, including either their registered trademark or domain name in the design or disclosure.¹⁴ Moreover, it is essential that an advertisement does not present misinformation of any kind, whereas it is prohibited by law.¹⁵ Special emphasis is put on children, so as to not dispose them to buy a product in order to gain popularity, as well as create the impression that the acquisition of the product makes the child better than others, or that the absence thereof has the opposite effect.¹⁶

2.1.1 Disclosure language

Disclosure language plays the utmost important role among endorsed or promoted posts. Promotions with specific benefits for the consumer increase the use of Instagram, including the growth of mutual engagement, as well as established connection between the user and the consumer of their content. This means that if the user feels particular connection or engagement with the post, one is more eager to like or comment on it, creating a greater engagement metric for the user behind the promotion as well.¹⁷ Greater engagement necessitates broader emphasis on disclosure, as well as its length and language.

Alongside with the content shared through disclosures, whereas it may be an advertisement of any kind, it also needs to include specific indicators for it being an advertisement. Thus, appropriate indicators shall be inserted into the disclosure, in order for the consumer to identify and discern the promotional post from a native one. It is necessary for the consumer to distinguish advertisements from regular posts, since advertisements with no indicating elements may mislead the consumer. A thoroughly constructed disclosure facilitates the consumers' persuasion

¹³ RekS RT I 2008, 15, 108. § 3 s. 1.

¹⁴ *Ibid.* § 3 s. 2.

¹⁵ *Ibid.* § 3 s. 4 ss. 11.

¹⁶ *Ibid.* § 8 s. 4 ss. 1.

¹⁷ Coelho et al., *supra nota* 4, p. 468-469.

knowledge as well, thus benefiting the recognition of advertisements. Therefore, a consumer who is aware of the advertising disclosure is likely better informed about the possibility of advertised content that is being shared. Moreover, the use of specific indicators such as "advertisement", "sponsored" or "collaboration" facilitate the recognition of an advertisement, compared to disclosures with no indication.¹⁸

2.1.2 Hashtags

Most commonly used indicators include hashtags, which are defined as a word or phrase used on social media to ascertain the digital nature of a particular subject. Hashtags include a # symbol before the word or phrase intended for use.¹⁹ Regarding hashtags required for promotion or advertisements, they may differ depending on national laws of each country, thus Estonian Agency for Consumer Protection and Technical Surveillance has composed a guide for social media influencers and advertisers to ensure their free or paid content's compliance with national law,²⁰ hence with Estonian Advertising Act as well. Therefore, if it is known to be an advertising post, it must be properly marked so that all consumers who can see the advertisement shall know that it is not the personal preference of the influencer, rather a brand or a company has paid for it, or the influencer has received some extent of advantages or benefits for creating this post.²¹

2.1.3 Instagram-specific handle

Every user on Instagram has registered with a specific handle identifying their account on the platform. Instagram uses a detection system to preclude handles that are already taken, whereas no particular rules or regulations apply for the name chosen by the user. There is no way to discern handles used by regular accounts apart from the domain names used by companies or brands, therefore the targeted audience of an advertisement can be chosen individually by the owner of the account, free from any restrictions or rules.

¹⁸ Evans, N. J. et al. (2017) *Disclosing Instagram Influencer Advertising: The Effects of Disclosure Language on Advertising Recognition, Attitudes, and Behavioral Intent*. Journal of Interactive Advertising. Volume 17, Issue 2, p. 140. Retrieved from: <https://doi.org/10.1080/15252019.2017.1366885>

¹⁹ Merriam-Webster. (2020) *Hashtag*. Retrieved from: <https://www.merriam-webster.com/dictionary/hashtag>

²⁰ Tarbijakaitse ja Tehnilise Järevalve Amet. (2020) *Juhend sotsiaalmeedias reklaami avalikustajale*. Accessible: https://www.ttja.ee/sites/default/files/failid/dokumendid/juhend_sotsiaalmeedias_reklaami_avalikustajale.pdf?fbclid=IwAR0JS-dPIrIhev-B2bikkuHeAVckhy3Vfxcc7UXjRR_KqZWMy2wdeHZN-TI

²¹ Maripuu, V. (2021) *Mõjuisikutele üllatavana mõjuv juhend paneb neid aina rohkem reklaamiseadust järgima*. Eesti Rahvusringhääling. Retrieved from: <https://menu.err.ee/1608072370/mojuisikutele-ullatavana-mojuv-juhend-paneb-neid-aina-rohkem-reklaamiseadust-jargima>

However, Instagram-specific handles can also be used to promote or advertise brands or companies, linking their username in a Story, Reels, IGTV, visual posts/videos or any other content outputs provided by Instagram. This facilitates the promotion both in cases of non-advertising recommendations, as well as promoted and paid posts.

2.1.4 Absent indicators in disclosure

Provided that the disclosure lacks of significant indicators, and is known to be an advertisement or promotion, it therefore violates the primary conception of an advertisement in Estonian context. Henceforth the content may be perceived as biased or misleading, since all advertisements must be clearly distinguishable from ordinary content.²² A study conducted in 2019 regarding disclosure of sponsored Instagram posts indicated that whereas the content of an account lacks indicators in disclosure despite it evidently being an advertisement, the account thus gained skepticism, as well as lost their credibility among their audience.²³ Furthermore, accounts that provided genuine product or service recommendations and were transparent with their audience by stating that it is a recommendation as opposed to an advertisement, generally produced higher engagement, as well as positive brand responses.²⁴

2.2 Estonian influencers' approach

2.2.1 Methods used for compliance

In general, Estonian influencers are quite active in complying with the law. This is also facilitated by the fact that in September 2020 the Consumer and Technical Surveillance Authority issued a corresponding guide to ensure compliance with the law.²⁵ Estonian influencers use different methods to ensure compliance with the Estonian Advertising Act. These measures include, inter alia: the use of indicators mentioned in the content itself; the use of appropriate indicators in disclosures, such as #ad, #collaboration, #advertisement, or #sponsored; the use of "Paid partnership with" or "Branded content" indicative buttons available for business accounts.²⁶ In addition, some influencers use the hashtag #dealfrompromoty, aimed to demonstrate their usage

²² RekS RT I 2008, 15, 108. § 3 s. 1.

²³ De Veirman, M; Hudders, L. (2019) *Disclosing sponsored Instagram posts: the role of material connection with the brand and message-sidedness when disclosing covert advertising*. International Journal of Advertising. Volume 39, Issue 1, p. 118; 125-126. Retrieved from: <https://doi.org/10.1080/02650487.2019.1575108>

²⁴ *Ibid.*, p. 117-118.

²⁵ Tarbijakaitse ja Tehnilise Järeelvalve Amet, *supra nota* 20.

²⁶ Instagram. *Branded Content on Instagram*. Accessible: <https://help.instagram.com/116947042301556>

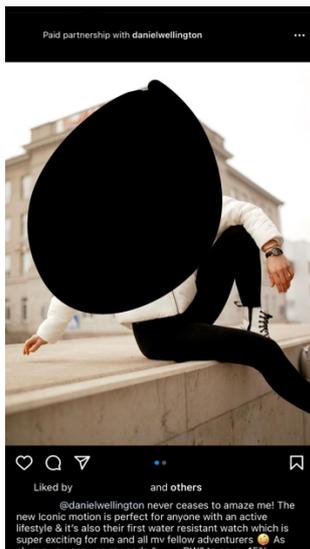
of the influencer platform Promoty, which is a platform created for sourcing brand deals for influencers. However, there are those influencers who do not use any indicators in their captions, nor do they implement these in their disclosures of obvious advertising. This kind of attitude is indeed quite problematic, as the audience cannot recognize the advertisement as it is not clearly distinguishable from other content. Absent indicators in disclosure may also lead to false or misleading advertising, since the audience is not able to distinguish the glorified product from the usual similar product, as seeing the advertisement may not lead the targeted consumer to become acquainted with other similar or same category products. Consequently, some examples of compliance and non-compliance with the law will be presented, using screenshots of public accounts on Instagram and ensuring the anonymity of the advertiser.



Example 1. Non-compliance.

Regarding this advertisement, (Example 1) it remains confusing whether it is part of the promoter's lifestyle or a paid partnership with a shoe sales company. For this advertising, it is not clearly distinguishable from other content and therefore non-compliant with Estonian Advertising Act.²⁷

²⁷ RekS RT I 2008, 15, 108. § 3 s. 1; § 4 s. 2 ss. 2.



Example 2. Compliance.

In this advertisement, (Example 2) the lifestyle of the promoter is intertwined with advertising. Likewise, Instagram's own tool "Paid partnership with ..." has been implemented on top left of the post, which provides a clear indication that this is content paid for either in money or in products. At the end of the disclosed caption, a promotional code is also dispensed to the audience, which is highly suitable for indicative and transparent advertising. The person placing the advertising has also been mentioned, and considering the above, the advertisement is compliant with the law.²⁸

²⁸ *Ibid.*, § 3 s. 2.



Example 3. Compliance.

For this disclosed advertisement, (Example 3) the author of the advertisement has used appropriate indicators, such as #ad, as well as the name of the person placing the advertisement. Although using appropriate remarks in captions is not explicitly required by law, it does succeed to indicate that it is advertising. Kinnitust lisab ka asjaolu, et pildil on aru saada, mida reklaamitakse ning see ei ole niivõrd põimitud elustiili kui sellisega. Thus, this advertisement is in accordance with the provisions prescribed by law.



Example 4. Compliance.

This advertisement (Example 4) is most clearly distinguishable from regular content compared to previous compliance examples. The picture provides the trademark of the brand, the person

placing the advertisement, as well as the advertised goods, and thus the protection of personal property is also assumed to be guaranteed by prior written consent.²⁹ One can be convinced that the written consent is evident, because the store where this particular product can be purchased are signified. The duration of the campaign is thus indicated,³⁰ which grants information to the consumer about how long this specific product from these stores within the campaign is available for purchase. Besides, there is an appropriate indicator #advertisement, and thus this disclosed advertisement is compliant with the law.



Example 5. Non-compliance.

This advertisement (Example 5) is an indication of a PR package which is usually sent by companies to promoters in order for the promoters to try out their products and share or advertise them with the audience on their page. It is not evident whether the promoter has a long-term cooperation with the company or whether one receives remuneration for their advertising, either in funds or in products. It also remains confusing for the reason that the audience is not aware whether the promoter actually uses the products sent to one or shares them with one's followers for profit only. Although this advertisement is distinguishable from regular content to some extent based on the image, in order to avoid any doubts, it would be essential to use Instagram's own advertising tools in the future, such as "Paid partnership with" or "Branded content" indicators.³¹ Including appropriate indicators in the caption of the post shall benefit the audience as well.

²⁹ RekS RT I 2008, 15, 108. § 6 s. 2.

³⁰ *Ibid.*, § 5 s. 3.

³¹ Instagram, *supra nota* 26.

3. CONSUMER BEHAVIOUR

Consumer behaviour can be affected in various ways on Instagram, directly influenced by the recognition of advertisements, accompanied by ad quality and the brand's appearance both visually and in writing, as well as contributing to sharing and purchase intention resulting from the aforesaid.

3.1 Ad recognition

Recognizing whether a social media output is an advertisement, might seem easy at first. However, if the advertising-like output lacks any remarks indicative of promoted content, one is unable to comprehend the extent to which they are being misled. Directive 2006/114/EC provides international insight into the legal implications of misleading and comparative advertising, suggesting that even if the national law concerning falsely presented or comparative advertising may be distinct, the necessity for smooth functioning of the international market prevails, as domestic companies often sell their goods within the European Union, as well as worldwide.³² Article 5 of the Directive states that all Member States shall assure the efficient means to regulate and therefore contend misleading advertising. Thus, the pertinence with comparative advertising in the interests of competitors and merchants shall be considered.³³

The more transparent the influencer is, the more reliable and trustworthy their content is ought to be, therefore recognition of advertisements is easy.³⁴ Tactical persuasion is broadly used to explicitly influence the intentions of a consumer, whereas directing them to affect a purchase decision, or gain followers to a brand's social media account. Therefore, if recognizing advertised content is carefree, a disclosure should not be needed. However, there is a distinct approach by social media influencers as opposed to brands while creating promotions or advertisements. Since the advertised item or service may indicate the person's real-life choices genuinely even without a

³² OJ L 376, 27.12.2006.

³³ *Ibid.* Art. 5 p. 1.

³⁴ Woodroof, P. J. et al. (2020) *What's done in the dark will be brought to the light: effects of influencer transparency on product efficacy and purchase intentions*. Journal of Product and Brand Management. Volume 29, Issue 5, p. 680. Retrieved from Scopus on 12th of October. Accessible: <https://doi.org/10.1108/JPBM-05-2019-2362>

disclosure, and is therefore more difficult to recognize, brands gain more organic recognition for their advertised content.³⁵

3.2 Brand attitude

Brand attitude is the key component for determining how consumers behave, while it also influences purchase intention.

3.2.1 Brand image

Brand image is mainly created through the brand's media output on the platform, therefore it influences consumer behaviour directly. A brand's image or reputation can be endorsed both through word-of-mouth (WoM),³⁶ as well as with a higher number of likes, which is generated by greater extent of engagement.³⁷ Yet, if the platform user exploits persuasion knowledge towards their followers, the consumers are more likely to be critical about the content.³⁸ This means that whereas the consumer is aware of different marketing techniques used upon them, they tend to believe them being less transparent.

Whereas influencer as a social media figure has established themselves or their name as a brand, it may be a burden to differentiate the scope of engagement provided by their followers. Thus, whether an influencer creates an advertised or promoted post, one is more likely to reach greater engagement, including likes, comments and shares of their post, compared to brand-endorsed posts or promotions.³⁹ If an influencer aimed to identify as a brand, it would be likely less difficult for them to create a positive image or reputation for themselves online, although brands as companies strive for the same result among their followers. However, brands tend to gain more credibility

³⁵ Lou, C. et al. (2019) *Investigating Consumer Engagement with Influencer- vs. Brand-Promoted Ads: The Roles of Source and Disclosure*. Journal of Interactive Advertising. Volume 19, Issue 3, p. 170-171. Retrieved from: <https://doi.org/10.1080/15252019.2019.1667928>

³⁶ Whitler, K. A. (2014) *Why Word Of Mouth Marketing Is The Most Important Social Media*. Retrieved from: <https://www.forbes.com/sites/kimberlywhitler/2014/07/17/why-word-of-mouth-marketing-is-the-most-important-social-media/>

³⁷ Seo, Y. et al. (2019) *In "likes" we trust: likes, disclosures and firm-serving motives on social media*. European Journal of Marketing. Volume 53, Issue 10, p. 2182. Retrieved from: <https://doi.org/10.1108/EJM-11-2017-0883>

³⁸ Woodroof et al., *supra nota* 34, p. 679-680.

³⁹ Lou et al., *supra nota* 35, p. 170.

than influencers if the consumer has sufficient persuasion knowledge and therefore their instincts for advertisement recognition are heightened.⁴⁰

3.2.2 Ad quality

In order for an advertisement to be efficient, it needs to be attractive to gather audience and potential consumers. Attractiveness can be defined distinctly as one can suppose, yet the visual shall be embracing to the eye, as well as the text grammatically correct.

3.3 Purchase intention

Purchase intention can be defined as the extent to which a consumer is fit to purchase a product. It develops based on the culture the consumer is in, as well as the values and beliefs they carry.⁴¹ Purchase intention is thus highly correlated with purchase behaviour, as well as product efficacy. Product efficacy prevails as an attribute of a product promoted with Standard Media Indexes (SMIs), tripling the number of categories that the product appears in, thus leading to the belief that the product is indeed of high quality.⁴² The indicators of actual product efficacy might be biased in reality. Some of these indicators include "green-washed" products, creating a false perception of the company aiming for sustainability and ecology, whereas the product itself lacks of sustainable materials, or is produced unethically.⁴³

Purchase intention is densely connected to the composed disclosure, also known as the caption of the post on Instagram. Transparency of the advertised item described or promoted in the disclosure remains important while shaping purchase intention among consumers. It relies on the relationship between the company and consumer, being one of the most valuable and common preconditions for establishing strong relations between them. Thus, the importance of transparency estimation by the consumer and towards the company plays a significant role in forming intentions to

⁴⁰ De Jans, S. et al. (2020) *#Sponsored! How the recognition of sponsoring on Instagram posts affects adolescents' brand evaluations through source evaluations*. Computers in Human Behaviour. Volume 109, Article no. 106342, s. 8. Retrieved from: <https://doi.org/10.1016/j.chb.2020.106342>

⁴¹ Peña-García, N. et al. (2020) *Purchase intention and purchase behavior online: A cross-cultural approach*. Heliyon, Volume 6, Issue 6, June 2020, e04284. Retrieved from: <https://www.sciencedirect.com/science/article/pii/S2405844020311282>

⁴² Woodroof et al., *supra nota* 34, p. 680.

⁴³ RekS RT I 2008, 15, 108. § 3 s. 4 ss. 15.

purchase the product under promotion.⁴⁴ Dismissing the component of transparency regarding advertised posts may lead to *caveat emptor* on the consumer's side. This means that whereas the consumer has purchased a product or service *bona fide*, or in good faith, and when the order is received, one may find the item or service defective. Since the advertisement strictly influences the consumers' purchase intentions, the information symmetry between the seller and the buyer might not always remain as conscious. Furthermore, the promoter rarely takes liability or provides warranty for the defective item or service and thus the consumer is misled into thinking that the advertised product was of high quality to begin with.⁴⁵ It creates a complex situation, where the product or service advertised by the promoter is mediated between the initial seller and the consumer, or buyer. However, it may have not been the promoter's intention to obscure the defects of said product or service, and therefore it may not be equivalent to deliberate fraud.

However, call-to-action buttons are only found to have influence on impulse buying among younger age groups on Instagram. Visual attractiveness of the online store remarkably increases the mood of the consumer, therefore advancing the user's tendency to buy an item impulsively.⁴⁶

3.4 Sharing intention

Brands on Instagram prompt the users' sharing intention, while numerous shares direct even more audience to the brand's account and therefore create a broader revenue for the company. It has to be noted that when sharing someone's pictures or other content on Instagram, either reposting on Stories or sharing the brand's page, one might face a copyright infringement. Although Instagram's own copyright policy in terms and conditions of the platform prohibits re-sharing other users' content, the platform itself contributes to a re-posting community, therefore benefitting the revenues of the company.⁴⁷ An influencer is a beneficial tool for the company to generate

⁴⁴ Woodroof et al., *supra nota* 34, p. 680.

⁴⁵ Henschel, R. F. (2004) *Conformity of goods in international sales governed by CISG Article 35: Caveat Vendor, Caveat Emptor and contract law as background law and as a competing set of rules*. Nordic Journal of Commercial Law. Issue 2004 no. 1, p. 10. Retrieved from: <https://heinonline.org/HOL/PrintRequest?collection=journals&handle=hein.journals/njcl2004&id=95&print=section&div=8&ext=.pdf&format=PDFsearchable&submit=Print%2FDownload>

⁴⁶ Handayani, R. C. et al. (2018) *The impact of instagram "Call-to-action" buttons on customers' impulse buying*. ICBIM '18 Proceedings of the 2nd International Conference on Business and Information Management, p. 54.

Retrieved from Scopus on 12th of October 2020. Accessible: <https://doi.org/10.1145/3278252.3278276>

⁴⁷ Boshier, H.; Yeşiloğlu, S. (2019) *An analysis of the fundamental tensions between copyright and social media: the legal implications of sharing images on Instagram*. International Review of Law, Computers & Technology. Volume 33, Issue 2, p. 165. Retrieved from: <https://doi.org/10.1080/13600869.2018.1475897>

engagement with their advertised products or services, thus creating leads to their website, or other social media accounts. While consumers engage with the content, writing comments, liking or sharing the post, the company profits from their actions by elevated number of sales. However, this might not be the case when the particular advertisement is entirely recognizable, and considered as less appealing.⁴⁸

3.5 Survey

In the course of the research, a survey was conducted to get an overview of how respondents understand advertising and how it potentially influences their consumer behavior. (Appendix 1) During the questionnaire, participants were shown a short video clip that had been chosen with the aim of confusing the respondent with the item being advertised. Of the 102 people who participated in the survey, 67 respondents were women, 32 respondents were men, 1 as non-binary, 1 as pansexual and 1 as Boeing AH-64 Apache. (Figure 8) 41 respondents were aged 20-24, 18 were aged 25-29, 17 were aged 15-19, 10 were aged 35-39, 8 were aged 30-34 and 8 were aged 40+. (Figure 9)

Respondents' perceptions of advertising were first examined. The first question examined whether respondents immediately understood that this was a specific brand/product advertisement. Although the majority of the respondents, i.e. 30 people (29,4%) did not understand that it was an advertisement, the average importance rating was 3 points, which means that the perception of the advertisement was very relative among the respondents.

⁴⁸ Boerman, S. C. (2019) *The effects of the standardized instagram disclosure for micro- and meso-influencers*. Computers in Human Behaviour. Volume 103, February 2020, s 3.1. Retrieved from: <https://doi.org/10.1016/j.chb.2019.09.015>

Sain koheselt aru, et tegemist on konkreetse brändi/toote reklaamiga

102 responses

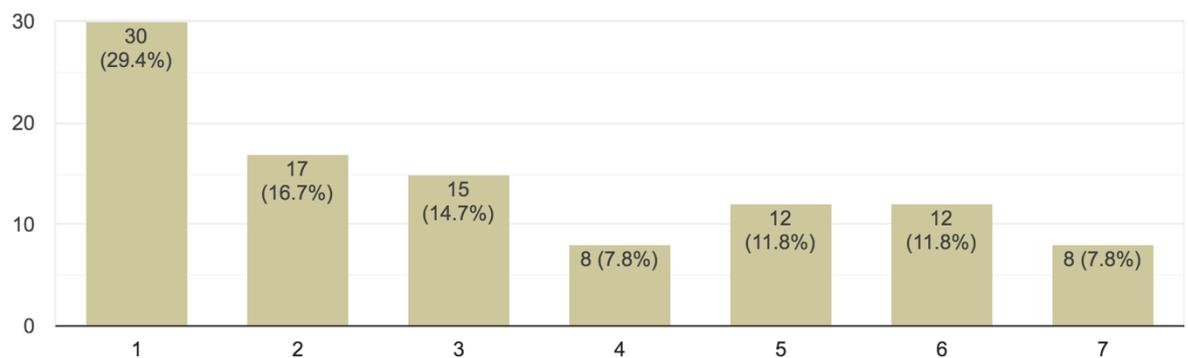


Figure 1. Respondents' perception of the existence of brand/product advertising.

Second question respondents' perceptions of whether they thought one or more products were advertised were examined. (Figure 1) It was an open question, however the vast majority of respondents thought that several brands were advertised. In addition to protein powder, car, sportswear and grocery stores were mainly brought out. This confirmed that in the case of mixed advertisements, as well as the specific advertisement shown to respondents, it is extremely important to distinguish a particular product or brand ad from other content. Thus, the benefits to the company of pursuing lifestyle advertising can be filed under question.

Third, respondents were asked about their impression of this particular brand/product. Figure 2 gives the indication that the majority of respondents (56,9%) did not obtain a good impression of the brand/product in this particular advertisement. Some respondents (25,5%) were neutral about their impression of the ad, and a small percentage (17,7%) confirmed a good impression of this particular brand/product based on this specific video clip.

Mulle jäi nähtud videoklipi põhjal hea mulje konkreetsest brändist/tootest
102 responses

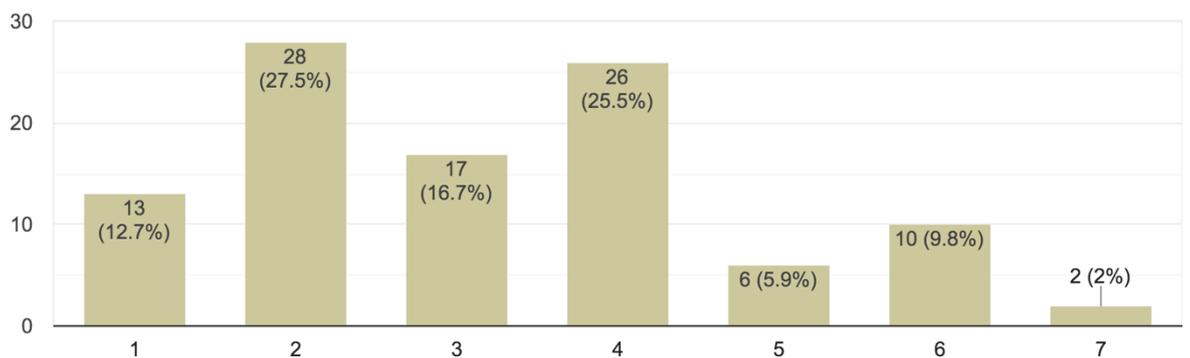


Figure 2. Respondents' impression of the brand/product.

The fourth question investigated whether the respondents liked the clip shown to them (Figure 3), including the visual as well as the related story. Conformably to the previous question, majority of respondents (57,9%) answered that they do not think that this clip is outstanding. 7,8% of respondents were neutral about the clip and 34,3% of respondents thought that the advertising of a particular brand/product shown in the clip is outstanding.

Minu arvates on konkreetsest brändist/tootest tehtud klipp silmapaistev, st mulle meeldis nii visuaal kui sellega seotud lugu
102 responses

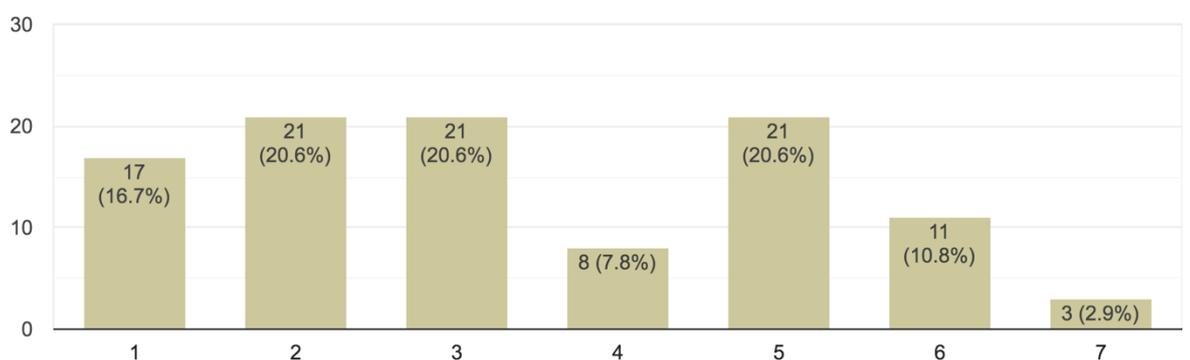


Figure 3. Respondents' opinion on the prominence of shown advertisement.

The fifth question examined whether respondents became interested in this particular brand/product based on the video clip that was shown. (Figure 4) The answers indicate that only 6,9% of the respondents were interested in this advertised brand/product in particular, while 4,9% of the respondents remained neutral. 88,2% of the respondents felt that they had no interest in the advertised product.

Mul tekkis huvi konkreetse brändi/toote vastu nähtud videoklipi põhjal

102 responses

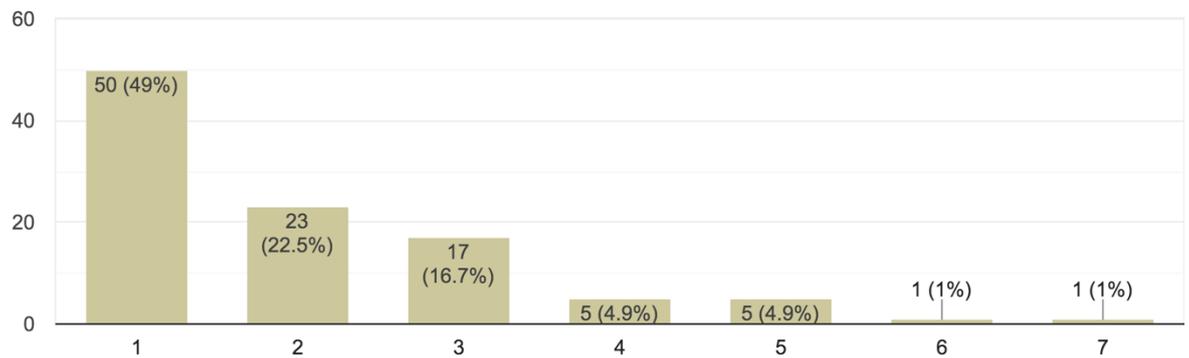


Figure 4. Respondents' interest in this specific brand/product.

Sixth, the likelihood of trying this specific brand/product was examined based on the clip shown to the respondents. A mere 2,9% of respondents answered that they would try the brand/product they saw, while the vast majority of 91,2% of respondents would probably not try the advertised item. 6,9% of respondents remained neutral in this question.

Prooviksin suure tõenäosusega konkreetset brändi/toodet nähtud videoklipi põhjal

102 responses

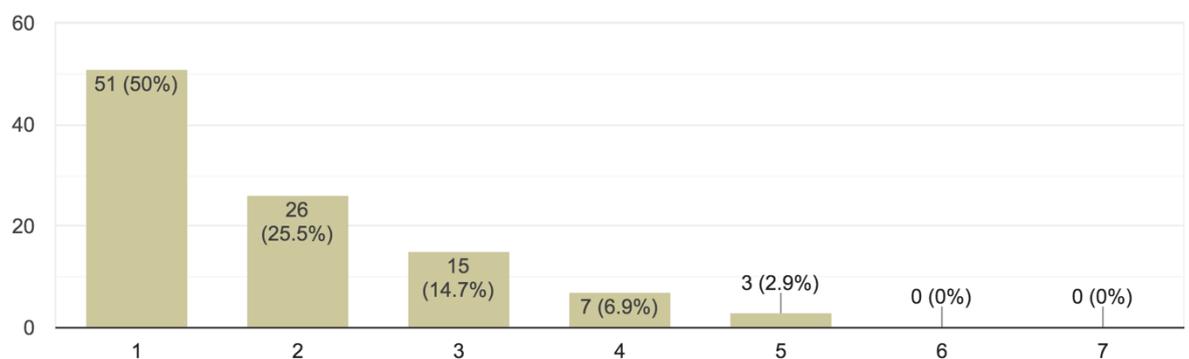


Figure 5. Respondents' likelihood to try this specific brand/product.

Seventh question examined the likelihood to share this specific brand/product that was advertised. Similar to the previous question, respondents (88,2%) answered that they would not share this specific brand/product with their friends. 7,8% of respondents remained neutral in their opinion and 3,9% of respondents would probably share this specific brand/product with their friends.

Jagaksin suure tõenäosusega konkreetset brändi/toodet nähtud klipi põhjal oma sõpradega
102 responses

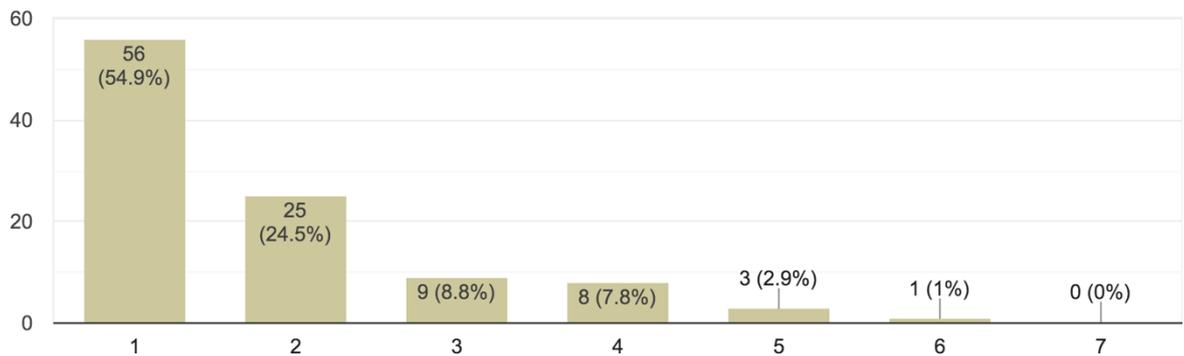


Figure 6. Respondents' likelihood to share this specific brand/product.

The eighth question examined whether advertising should be distinguished from other content. (Figure 6) It was an open question, and the majority replied that advertising should indeed be more differentiated from other content, as not everyone may distinguish it from ordinary content and thus subconsciously manipulating the audience is not very sensible. On the other hand, those who thought that advertising should not be more clearly distinguished said that unobtrusive advertising was best suited.

Ninth question examined respondents' perceptions of obvious advertising. (Figure 7) They were asked whether it was clear to them that a certain post has been paid for, even if there were no references or appropriate indicators affixed. 70,6% of the respondents answered that it is understandable for them when it comes to paid advertising even in the absence of certain indicators. 20,6% admitted that paid advertising is not understandable for them without corresponding references or indicators. Some respondents explained that for the most part or in general they can comprehend whether the advertisement is funded, but it may depend on certain

aspects such as the visual, its accompanying text, or other ways of presenting the advertisement to the audience.

Kas sinu jaoks on ilmselge, et tegemist on tasustatud postitusega ka juhul, kui selleks vastavad viited puuduvad?

102 responses



Figure 7. Respondents' understanding of obvious advertising without appropriate indicators.

For the tenth question, respondents were asked about ways to make it easier for people to distinguish paid advertisements from unpaid ads or regular posts. This particular question was also asked as an open question. Respondents who considered it necessary that the advertisement should be distinguished from other content suggested that there could be an indication below the post that it was an advertisement, as well as if the platform allows it, then the appropriate indicators "partnership", "collaboration" or "ad" should be included in the disclosure.

Sugu

102 responses

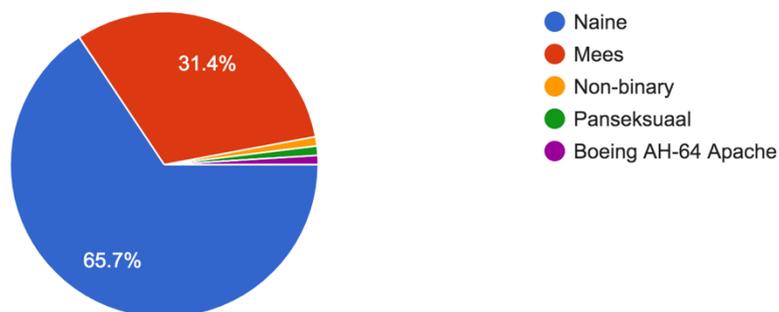


Figure 8. Respondents' gender.

Vanus
102 responses

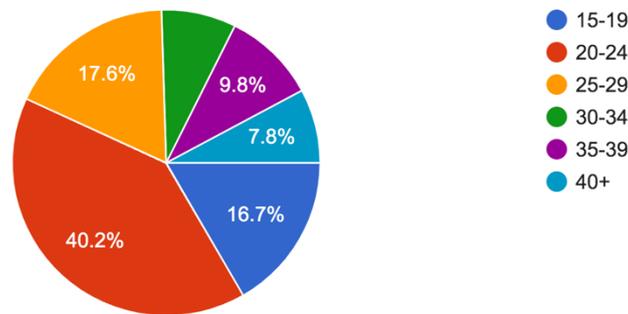


Figure 9. Respondents' age.

The survey confirmed the hypothesis put forward for that purpose, namely that advertising must be clearly distinguishable from other content in order to be regarded as advertising. Since the video clip was selected with the intention to confuse the respondent, it was extremely exciting to follow the completion of the questionnaire. However, in addition to transparency, trust and credibility of the advertiser are also important in advertising. This means that the targeted audience of an advertisement generally creates more engagement and leads if the person presenting the advertisement has gained some extent of trust and credibility among their followers.⁴⁹ Furthermore, the credibility of advertising, based on the responses to the questionnaire, depends to a large extent on the availability of appropriate indicators, as this helps the consumer to recognize the advertisement and thus shape their consumer behavior individually, excluding the influence of persuasion techniques applied to them by the promoter.

⁴⁹ Mathisen, A.; Stangeby, M. F. (2017) *Factors influencing advertising effectiveness and purchase intention on Instagram*. BI Norwegian Business School - campus Oslo; Master Thesis, p. 7-8. Retrieved from: <https://biopen.bi.no/bi-xmlui/bitstream/handle/11250/2487280/1760137.pdf?sequence=1>

4. RECOMMENDATIONS FOR LEGAL AMENDMENT

Pursuant to § 3 (1) of Estonian Advertising Act,⁵⁰ advertising must be clearly distinguished from regular content. However, no specific attention has been steered towards the question of how or by what means social media advertising could be brought into compliance with the law. The fact that it is still possible to mislead the consumer on social media without any further consequences is highly problematic, thereby influencing one's consumer behavior, specifically comprising purchase and sharing intentions. These intentions are based on the information or knowledge that the consumer absorbs on social media and the content of which one can be directly influenced by advertising companies or individuals. By serving false or misleading information about one's brand or product, it has a significant impact on consumer awareness of the brand or product, as well as on purchasing and sharing decisions. Consequently, the Estonian Consumer Protection Act stipulates the conditions for consumer protection, implicitly the consumer's right to information, including truthful and comprehensible information,⁵¹ as well as the prohibition on attributing special or defective characteristics to a product or service where the characteristics of that product are present in all such goods or services.⁵² Moreover, the trader is prohibited from using intrusive sales techniques, significantly distorting the consumer's economic behavior. Such trading techniques include, for instance, a significant reduction in the consumer's ability to make an informed choice and the associated negative impact on the consumer's purchase intention and decision that one would not otherwise have made.⁵³ Pursuant to § 51 (3) of the Estonian Competition Act⁵⁴, giving the impression of non-existent business relationships could also be considered misleading advertising. This could be, for instance, information on the method or sources of supply of the goods offered or other characteristics of the undertaking.⁵⁵ Thus, the online actions and behaviour of a trader, promoter or business considerably contributes to the development of the consumers' intentions and decisions.

⁵⁰ RekS RT I 2008, 15, 108. § 3 s. 1.

⁵¹ TKS RT I 2004, 13, 86. § 4 s. 1-2.

⁵² *Ibid.* § 4 s. 5.

⁵³ *Ibid.* § 15 s. 7.

⁵⁴ KonkS RT I 2001, 56, 332. § 51 s. 13.

⁵⁵ Alekand, A. (2002) *Aktuaalsed teemad Saksa Interneti-alases konkurentsioiguses. Vastavad küsimused Eestis*. Juridica. Volume 2002, Issue 6, p. 406. Retrieved from:

https://www.juridica.ee/article_full.php?uri=2002_6_aktuaalsed_teemad_saksa_interneti-alases_konkurentsi_iguses_vastavad_k_simused_eestis&pdf=1

There are a several examples from European legislation as well, from Directive (EU) 2019/2161/EU, also known as the Omnibus Directive⁵⁶, alongside Directive 2019/771 concerning contracts for the sale of goods. Directive 2019/2161 was enacted with the aim to further modernize litigation proceeding from the development of a marketplace. A marketplace was defined within a greater extent to consider it technology neutral. The Omnibus Directive has defined marketplace as "a service using software, including a website or an application",⁵⁷ thus better informing consumers about the possibility for trade existing within the website or application. However, trade or other similar actions within the website or application may lead to unfair business practices, such as those which contain misleading information presented to consumers or intrusive marketing techniques to influence their choices, behaviour, and intentions. For instance, whereas a beauty service gift card is bought through Instagram, or any other online platform using intensive techniques to promote one's product or service, including failure to inform the consumer of the terms of the contract, is likely to lead to civil litigation and a fine.⁵⁸ Omnibus Directive additionally provides means for remedies in the scope of misleading advertising, e.g. price reduction, replacement or financial compensation,⁵⁹ similarly as in the mentioned example, and considering the right of withdrawal from contract, as well as the right for compensation within the Law of Obligations Act.⁶⁰ In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council, disputes relating to contractual obligations arising out of online contracts for the sale of goods, the provision of services or other performance may also be settled through the online dispute resolution platform.⁶¹ Besides that, Directive 2019/771 emphasizes on consumer protection more specifically, involving the growth aspects of e-commerce within the internal market. Therefore, this particular Directive aims to provide harmony, as well as increase legal certainty, thus being entirely based on the regulation of sales and goods within the digital market.⁶² Since Instagram anticipates the use of digital devices, as well as advances the sale of these devices through their platform, this enactment certainly concerns consumers involved in the use of Instagram. This Directive should adjust to all contracts by which the trader transfers, or promises to transfer the ownership of goods to the consumer. Consequently, traders acting on the behalf of

⁵⁶ Bell, R. (2020) *Enforcement and Modernisation Directive (EU) 2019/2161 (the Omnibus Directive)*. Charles Russell Speechlys. Retrieved from: <https://www.charlesrussellspeechlys.com/en/news-and-insights/insights/commercial/2020/enforcement-and-modernisation-directive-eu-20192161-the-omnibus-directive/>

⁵⁷ OJ L 328, 18.12.2019, Rec. 25; Art 3. s. 1(b); Art. 4. s. 1(e).

⁵⁸ HMK 2-18-1922.

⁵⁹ OJ L 328, 18.12.2019, Rec. 16; Art. 3, s. 5.

⁶⁰ VöS RT I 2001, 81, 487. § 56 s. 1, 3; § 189 s. 1.

⁶¹ TKS RT I 2004, 13, 86. § 39 s. 1.

⁶² OJ L 136, 22.05.2019, Rec. 3-5.

their businesses are bound by it.⁶³ However, it is up to each Member State to decide upon the extent of details they intend to include in their national legislation or corresponding Acts, such as the Advertising Act, as well as Consumer Protection Act. Hence one can assume that within all circumstances of Estonian regulation on e-commerce and advertising, as well as consumer activity is broad and sufficient, yet social media and Instagram advertising in its specificity definitely calls for amendment.

One needs to take into consideration the legal need for the amendment of the Advertising Act. Since there is a significant causal relation between the provided advertisements containing misleading information, as well as its impact on consumer behaviour, there is also an indispensable legal need for reformation. The most appropriate position for the amendment would be continued after § 4 *Misleading advertising*, and therefore named § 4² *Social media advertising*. The paragraph would proceed as follows:

§ 4² Social media advertising

(1) The use of phrases and words that may mislead the consumer in social media advertising is prohibited.

1) The expressions and words referred to in clause (1) of this Act include, inter alia: "best"; "today only"; "cheap price"; "anti-aging"; "detox"; "toxins"; "ideal weight"; and other words and expressions with similar meaning.

(2) Misleading claims, such as those that might not be feasible for equal achievement, are prohibited under this Act in social media advertising.

1) Misleading claims within the meaning of clause (2) shall include claims which are debunked by third party fact checkers.

2) The content of misleading claims includes, inter alia: "discover the secret"; "join today"; "quick solution to"; or other exaggerated claims, i.e. exaggerated "tricks" or "tips"; claims of unrealistic results within specific timeframes; claims of cures for irreversible diseases; and other words and expressions with similar meaning.

⁶³ *Ibid.*, Rec. 23.

(3) *A social media advertisement must contain one or more of the following indicators clearly distinguishable from the rest of the text or visual: #advertisement, #collaboration, #sponsored or #ad. The corresponding indicator must be located in a place coherently visible to the viewer.*

It would be inexpedient to place it elsewhere, e.g. under the advertising of prohibited goods or services in Chapter 3, as the social media platform as such is not a specific good or service within the meaning of this Act, but instead a service that offers the possibility to advertise goods or services within the platform. In addition, this social media platform or the goods/services advertised on it are not banned, but would instead require stricter regulation.

At the same time, law professor and freedom of expression theorist Martin Redish⁶⁴ acknowledges that, exceptionally, misleading and deceptive advertising may be regulated by law. In this case, however, certain conditions must be met in advance. As a precondition for the penalty, it must be established that such advertising was intentional. Without establishing a fault, such advertising may be required to cease without any other penalty. All informative advertising, including information for children, should remain unregulated.⁶⁵ Like Redish, American competition and innovation lawyer David F. McGowan⁶⁶ too believes that only intentionally deceptive advertising should be regulated.⁶⁷ This, in turn, favors the debate over the outline of intentional deceptive advertising. It is possible to canvass diversely whether the activities of an advertising company or an individual were malicious from the very beginning, but the actual truth may only be known by the author of the advertisement oneself. It is also possible for the author to cite, for instance, their general desire to advertise and to pretend to be ignorant of its malicious motives, e.g. seek unintentional error towards the specificity of the accusation. Therefore, the investigation for intentional, or unintentional error may remain concise and thus the need for alteration abides.

Consequently, advertisements on the Internet indeed require a more flexible interpretation of the law, as the legislator is intelligibly unable to keep pace with the rapid development of technical

⁶⁴ Hudson Jr., D. L. (2017) *Martin Redish*. The First Amendment Encyclopedia. Middle Tennessee State University. Retrieved from: <https://www.mtsu.edu/first-amendment/article/1415/martin-redish>

⁶⁵ Saaremäel-Stoilov, K. (2002) *Kas kaubanduslik sõnavabadus väärib põhiseaduslikku kaitset?* Juridica. Volume 2002, Issue 9, p. 595. Retrieved from: https://www.juridica.ee/article_full.php?uri=2002_9_kas_kaubanduslik_s_navabadus_v_rib_p_hiseaduslikku_kaits_et_&pdf=1

⁶⁶ DurieTangri. (2021) *David F. McGowan*. Retrieved from: <https://durietangri.com/attorneys/david-f-mcgowan/>

⁶⁷ Saaremäel-Stoilov, *supra nota* 65, p. 595.

possibilities.⁶⁸ However, since the shortage of appropriate regulations does have an extensive effect on shaping consumers' purchase and sharing intentions, the Estonian Advertising Act calls for necessary amendment in terms of social media advertising.

⁶⁸ Alekand, *supra nota* 55, p. 408.

CONCLUSION

The aim of this research was to evaluate the legal compliance of advertisements' disclosures on Instagram and attest its relationship with consumer behaviour, as well as its correlation to the development of consumers' purchase and sharing intentions and therefore. The hypothesis of the paper was that advertisements and their disclosures composed on Instagram need further legal basis in order to remain compliant with relevant legislative acts in Estonia.

In the first two chapters, empirical research was conducted for the purposes of background information about Instagram's platform and its opportunities for advertising. Besides that, the second chapter addressed consumer behaviour in its essence and therefore affirm the dense relationship between persuasion techniques such as any misleading advertisement, as well as the development of purchase and sharing intentions, or consumer behaviour in general. Moreover, examples from Estonian influencers' compliance were investigated. This research suggests that the advertisers' potent engagement ratio creates preconditions for trust between the trader and the consumer, and thus facilitates potential false information being included in advertising regardless of applicable regulations.

These specific matters are being supported by both Estonian and European legislation described in the fourth chapter of this research. These legislative documents aim to protect the consumer, as well as strive for transparent and fair legislation concerning consumer contracts; misleading advertising; consumer behaviour; the development of sharing or purchasing intentions; and means for opportune remedies in case of fraud. The relationship between the trader and the consumer can be assessed as highly correlated with the evolution of consumer behaviour, thus contributing to the need for applicable laws on this certain issue.

Deriving from the topicality, as well as pertinency of this issue today in a digital society, advertisements' disclosures on Instagram pose a legal need reformation, specifically with the amendment of Estonian Advertising Act by adding a subsection to paragraph four regarding social media advertisements. The suggested paragraph shall include prohibition on misleading or false advertising with certain words, expressions, or claims, and thus provide appropriate indicators essential for compliance with the law. It is intelligible that under the guise of continuous technological development the course of legislation may be delayed, but the suggestion conserves

its significance as an essential component for the Act in terms of advancing legal correspondence among social media advertising, including advertising on Instagram in particular. Therefore, more active intervention from Estonian legislators is requisite in order to provide the legal basis for advertisers, as well as consumers to follow, and thus be able to resolve future complaints regarding social media advertising.

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APPENDICES

Appendix 1. Online questionnaire. (Estonian)

* - Nõutud

Sektsioon 1

Olen tutvunud uuringus osalemise tingimustega ning annan nõusoleku kasutada enda vastuseid uuringu läbiviimise tarbeks.

- Jah

Sektsioon 2 - video

Järgnevalt näitan sulle lühikest videoklippi, mille põhjal koostasid seitse küsimust. Palun vasta neile võimalikult intuiivselt, ausalt ja spontaanselt, lähtudes videos nähtust. Palun vaata videoklippi enne küsimustele vastamist vaid 1 kord.

(video)

Sektsioon 3 - reklaami äratundmine

1. Sain koheselt aru, et tegemist on konkreetse brändi/toote reklaamiga*

- 1 2 3 4 5 6 7

Ei nõustu üldse

Nõustun täielikult

2. Kas videoklipis reklaamiti sinu arvates üht kindlat või mitut brändi/toodet? Palun selgita oma vastust.*

Sektsioon 4 - brändikäitumine, kuvand & kvaliteet

3. Mulle jäi nähtud videoklipi põhjal hea mulje konkreetsest brändist/tootest*

1 2 3 4 5 6 7

Ei nõustu üldse Nõustun täielikult

4. Minu arvates on konkreetsest brändist/tootest tehtud klipp silmapaistev, st mulle meeldis nii visuaal kui sellega seotud lugu*

1 2 3 4 5 6 7

Ei nõustu üldse Nõustun täielikult

5. Mul tekkis huvi konkreetse brändi/toote vastu nähtud videoklipi põhjal*

1 2 3 4 5 6 7

Ei nõustu üldse Nõustun täielikult

Sektsioon 5 - ostu- ja jagamistõenäosus

6. Prooviksin suure tõenäosusega konkreetset brändi/toodet nähtud videoklipi põhjal*

1 2 3 4 5 6 7

Ei nõustu üldse Nõustun täielikult

7. Jagaksin suure tõenäosusega konkreetset brändi/toodet nähtud klipi põhjal oma sõpradega*

1 2 3 4 5 6 7

Ei nõustu üldse Nõustun täielikult

Sektsioon 6 - üldised küsimused

Need küsimused on üldised ning ei ole seotud nähtud videoklipiga.

8. Kas sinu arvates peaks reklaam olema eristatud muust sisust? Palun selgita oma vastust.*

9. Kas sinu jaoks on ilmselge, et tegemist on tasustatud postitusega ka juhul, kui selleks vastavad viited puuduvad?*

- Jah
- Ei
- Muu...

10. Kuidas oleks sinu arvates võimalik brändi/mõjuisiku jaoks kontrol reklaami eristamine lihtsamaks teha?*

11. Sugu*

- Naine
- Mees
- Non-binary
- Muu...

12. Vanus*

- 15-19
- 20-24
- 25-29
- 30-34
- 35-39
- 40+

Appendix 2. Online questionnaire. (English)

* - Required

Section 1

I have read the conditions for participation in the survey and agree for my answers to be used for the purpose of the survey.

- Yes

Section 2 - video

The following is a short video clip regarding which I compiled seven questions. Please answer them as intuitively, honestly and spontaneously as possible, based on what you saw. Please watch the video only once before answering the questions.

(video)

Section 3 - ad recognition

1. I immediately realized that this was a specific brand/product ad*

- 1 2 3 4 5 6 7
-
- Totally disagree Totally agree

2. Do you think the video promoted one or more brands/products? Please explain your answer.*

Section 4 - brand attitude, image & quality

3. I got a good impression of a specific brand/product based on the video*

- 1 2 3 4 5 6 7
-
- Totally disagree Totally agree

4. I think the clip made for this specific brand/product is outstanding, i.e. I liked both the visual and the story behind it*

1 2 3 4 5 6 7

Totally disagree Totally agree

5. I became interested in this specific brand/product based on the video*

1 2 3 4 5 6 7

Totally disagree Totally agree

Section 5 - purchase and sharing intention

6. I would most likely try this specific brand/product based on the video*

1 2 3 4 5 6 7

Totally disagree Totally agree

7. I would most likely share this specific brand/product with my friends based on the video*

1 2 3 4 5 6 7

Totally disagree Totally agree

Section 6 - general questions

These questions are general and are not connected to the video.

8. Do you think advertising should be differentiated from other content? Please explain your answer.*

9. Is it obvious to you if a post is paid even without any indicators for it?*

- Yes
- No
- Other...

10. How do you think it would be easier for a brand/influencer to differentiate advertising from other content on their account?*

11. Gender*

- Woman
- Man
- Non-binary
- Other...

12. Age*

- 15-19
- 20-24
- 25-29
- 30-34
- 35-39
- 40+

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