

Complaint

IN THE MATTER OF
THE MENTHOLATUM COMPANY, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SECS. 5 AND 12 OF THE FEDERAL TRADE COMMISSION ACT

Docket C-3047. Complaint, Oct. 22, 1980—Decision, Oct. 22, 1980

This consent order requires, among other things, a Buffalo, N.Y. producer of denture cushions to use advertisements which are consistent with labeling information included with the product concerning health, safety or efficacy; to disclose, in those instances where the firm makes claims of duration of use, such labeling warnings in a clear and conspicuous manner; and, further, to affirmatively state that its product is intended for short-term use only.

Appearances

For the Commission: *Leslie Fax.*

For the respondent: *Samuel Magavern, Magavern, Magavern, Lowe, Beilewech, Dompkins & Fadale, Buffalo, N.Y.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that The Mentholum Company ("Mentholum"), a corporation, hereinafter referred to as respondent, has violated the provisions of the Federal Trade Commission Act, and that a proceeding with respect to such violations would be in the public interest, hereby issues its complaint, setting forth its charges as follows:

PARAGRAPH 1. Mentholum is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its principal office and place of business located at 1360 Niagara St. in the city of Buffalo, New York.

PAR. 2. Respondent Mentholum is now, and for some time last past has been engaged in the production, advertising, offering for sale, sale and distribution of denture cushions designated by the trade name "Snug Denture Cushions." This product, as advertised, is a "device" within the meaning of Section 12 of the Federal Trade Commission Act, 15 U.S.C. 52.

PAR. 3. In the course and conduct of its business, responder Mentholum causes and has caused the said products, when sold, be transported from its place of business in one State of the Unit

States to purchasers thereof located in various other States of the United States and the District of Columbia. Respondent Mentholatum maintains, and at all times mentioned herein has maintained, a substantial course of trade in Snug Denture Cushions in or affecting commerce.

PAR. 4. In the course and conduct of its business, respondent has disseminated or caused the dissemination of various advertisements for Snug Denture Cushions across state lines by various means in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, including advertisements inserted in magazines and newspapers and also advertisements broadcast on national television networks. The purpose of all these advertisements has been to induce, directly or indirectly, the purchase of Snug Denture Cushions, and it is likely that these advertisements have succeeded in inducing consumers to purchase this product.

PAR. 5. Typical, but not all inclusive, of the statements and representations in said advertisements are those found in Exhibits A-G attached to this complaint, including such representations as the following:

a. Newspaper and magazine advertisements:

- (1) ELIMINATES DAILY DENTURE "FIXINGS" FOREVER—Snug Cushions hold dentures comfortably tight for weeks.
- (2) HOLDS DENTURES FIRM WITHOUT DAILY "FIXINGS"—Snug Cushions hold dentures comfortably tight for weeks.
- (3) NEW FREEDOM FROM DAILY DENTURE "FIXINGS"—Snug Cushions hold dentures comfortably tight for weeks.

b. Television Advertisements:

- (1) Sara: Didn't I tell you about Snug? It's different—you don't need to apply it every day . . . Snug lasts for weeks. And it'll hold your dentures firm and comfortable. . . . [At a point later in time]
Sara: Didn't you switch to Snug
Helen: Sure . . .
- (2) Thousands of denture wearers have long suffered with loose, wobbly, uncomfortable plates. Now many use Snug Brand Denture Cushions . . .

PAR. 6. Through the use of said advertisements and others similar hereto not specifically set out herein, disseminated as aforesaid, respondent has made or is making the following representations:

- (a) that Snug Denture Cushions are appropriate for long-term use;
- (b) that Snug Denture Cushions are for use other than temporary use only until a dentist can be seen.

PAR. 7. In fact, the labeling on Snug Cushions states:

(a) On the package:

Caution: Long term use of an ill-fitting denture, reliner, pad or cushion may lead to swelling, faster bone resorption, or continuing irritation. Use Snug temporarily until you can see your dentist.

(b) On the package insert:

(1) Snug Denture Cushions are for *temporary* use only . . .

(2) Dentures that do not fit properly cause irritation and injury to the gums and faster bone loss which is permanent and may require a completely new denture. Changes in the gums caused by dentures that do not fit properly may require surgery for correction. Continuing irritation and injury may lead to tumors in the mouth. Use of denture reliners, pads, and cushions may temporarily decrease the discomfort. However, their use will not make the denture fit properly. Special training and tools are needed to fit properly. You must see your dentist for a new denture or a repair as soon as possible.

PAR. 8. The representations referred to in Paragraph Six are inconsistent with, negate, and contradict the labeling on respondent's product as set forth in Paragraph Seven hereof. Such inconsistency, negation, and contradiction has the tendency and capacity to mislead and deceive purchasers of said product as to its proper duration of use, and to negate the import and purposes of and to detract from the effectiveness of the warnings, cautions, limitations and instructions for use found in the labeling.

Therefore, the advertisements, acts and practices, referred to in Paragraph Six above were and are unfair and deceptive.

PAR. 9. Furthermore, in its advertising for Snug Denture Cushions, respondent has been and now is making claims as to the duration of use of said product without clearly and conspicuously disclosing to the purchasing public that the labeling for Snug Denture Cushions states that said product should be used only on a temporary basis until a dentist can be seen.

PAR. 10. The existence and substance of the above-mentioned labeling warning is a material fact in light of the representations set forth in Paragraphs Five and Six regarding duration of use, in that disclosure of the warning to consumers would be likely to affect their decisions of whether or not to purchase said product and of how properly to use it. Respondent's failure to disclose this material fact has the tendency and capacity to mislead and deceive consumers into the mistaken belief that no such warning exists.

Therefore, the advertisements, acts and practices referred to in Paragraphs Five and Six above were and are false, deceptive, and unfair.

PAR. 11. In the course and conduct of its business as aforesaid, and

at all times mentioned herein, respondent Mentholatum has been in substantial competition in commerce, with corporations, firms and individuals in the sale of products of the same general kind and nature as those advertised and/or sold by respondent.

PAR. 12. The aforesaid unfair and deceptive acts and practices of respondent have had and now have, the capacity to induce members of the purchasing public to purchase substantial quantities of said product.

PAR. 13. The aforesaid acts and practices of respondent, as herein alleged, were and are all to the prejudice and injury of the public and of respondent's competitors and constituted and now constitute, unfair and deceptive acts and practices and unfair methods of competition in or affecting commerce, in violation of Sections 5 and 12 of the Federal Trade Commission Act. The acts and practices of respondent, as herein alleged, are continuing and will continue in the absence of the relief herein requested.

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Complaint

SNUG DENTURE CUSHIONS

SEE INSTRUCTIONS INSIDE

SNUG DENTURE CUSHIONS

SNUG
B R A N D
DENTURE CUSHIONS

Ever-soft Plastic Cushions

*Snug makes loose false teeth fit firm and tight.
Soothes sore gums due to loose-fitting dentures.
Holds in place. Easy to apply or remove.
Caution: Long term use of an ill-fitting denture,
relines, pad or cushion may lead to swelling of the
bone resorption, or continuing irritation. Use
SNUG temporarily until you can see your dentist.*



For Upper or
Lower Plates



Contents
2 Cushions

THE MENTHOLATUM CO., BUFFALO, N. Y. 14212

PD-214

Masius, Wynne-Williams, Street & Finney, Inc. EDITORIAL DEPARTMENT

IDENTIFICATION NO.

ADVERTISER The Mentholatum Company

FOR SNUG DENTURE CUSHIONS
"POWDERS & STICKS" (A)
(FSN-11-303)

DATE August 22, 1969

JOB NO. 100TV33

As filmed: 8/19/69

As recorded: 8/22/69

VIDEO

1. OPEN ON CAN OF ADHESIVE POWDER, POURING POWDER ONTO LINED SURFACE.
2. PULL BACK - ACTION CONTINUES.
3. HAND SETS CAN ON SURFACE BEHIND SPREADER OF POWDER.
4. BESIDE PILE OF POWDER, RIBBON OF ADHESIVE CREAM IS SQUEEZED OUT ONTO LINED SURFACE.
5. TUBE OF CREAM IS SET DOWN BEHIND RIBBON. NOW BOTH PRODUCTS AND THEIR CONTENTS ARE SEEN SIDE BY SIDE.
6. THE CAN AND PILE OF POWDER POPS OFF.
7. THE TUBE AND RIBBON OF CREAM POP OFF.
8. CU PKG OF SNUG.
9. PULL BACK AS HAND REMOVES CUSHION WITH BOTH LINENS ON FROM BOY.
SUPER: "LASTS FOR WEEKS".
10. WITH ONE LINEN ON BACK, SHOWING SNUG CUSHION ON TOP, HAND BEGINS TO CUT SHAPE OF DENTURE.

AUDIO

1. ANNCR: (VO) Some people with 1
wobbly dentures.
2. ANNCR: (VO) use adhesive powders
every morning and
3. ANNCR: (VO) every night.
4. ANNCR: (VO) Others use cream
5. ANNCR: (VO) day after day.
6. ANNCR: (VO) But some never both
7. ANNCR: (VO) with daily flossing--
8. ANNCR: (VO) they line their de-
with Snug Brand De-
Cushions.
9. ANNCR: (VO) One lining lasts for
weeks.
10. ANNCR: (VO) Apply Snug at home
minutes.

Complaint

IDENTIFICATION NO.

ADVERTISER The Mentholator Company
FOR SMUG DENTURE CUSHIONS

"POWDERS & STICKERS" (A)
(#SN-11-3CC)

Page 2.

DATE August 22, 1969

JOB NO. 100T733
As filmed: 8/19/69
As recorded: 8/22/69

VIDEO

11. NOW "U" SHAPE OF DENTURE IS HELD IN HAND, WHILE BACKING LIGN IS REMOVED. SUPER: "HOLDS DENTURES TIGHT".
12. HAND FLEXES CUSHION.
13. CUT BACK TO SET UP OF POWDER AND CREAM WITH CONTAINERS.
14. POWDER IS POPPED OFF.
15. CREAM IS POPPED OFF.
16. CU SMUG PACKAGE. SUPER: "HOLD DENTURES TIGHT". THEN POP ON: "2 CUSHIONS \$1.50".

AUDIO

11. ANNCR: (VO) It holds dentures tight
12. ANNCR: (VO) and cushions the gum lasts for weeks
13. ANNCR: (VO) without daily fixing
14. ANNCR: (VO) Try the no-mess
15. ANNCR: (VO) no-bother way ...
16. ANNCR: (VO) get Smug to hold dentures tight.

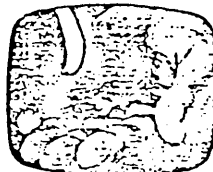
Complaint

96 F.T.C.

SNUG DENTURE CUSHIONS

TELEVISION COMMERCIAL, 1976-77
"SPOKESMAN"

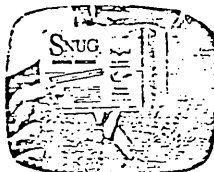
1. SPOKESMAN: (DV) What do you use to hold loose wobbly dentures comfortably tight?



2. Powder?



3. Cream?



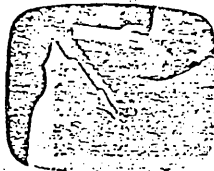
4. Or long-lasting Snug Brand Denture Cushions.



5. Snug is a cushion —



6. not only holds plates tight, but makes them feel so comfortable.



7. (VO) Easy to fit...



8. Snug sticks to your plates... lasts for weeks...



9. so no daily fixing... no mess... no after taste.



10. Easily cleaned or removed.



11. (DV) To hold dentures comfortably tight for weeks —



12. (VO) get Snug Denture Cushions!

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Complaint

MASIUS, WYNN-Williams INC.

CLIENT THE MENTHOLATUM COMPANY

TITLE "SPOKESMAN" (C) (0MVS2123)
:30 TV COMM'L.

DATE SEPT. 15, 1972

70 w

SNUG DENTURE CUSHIONS
As Produced: 8/30/72
As Filmed: 8/17/72

OPEN ON CU SPOKESMAN

SPOKESMAN (OC): What do you use to hold
loose, wobbly dentures
comfortably tight?CUT TO CU AS HE SHAKES
POWDER ON HIS PALM

Powder?

CU AS HE SQUEEZES CREAM
ON PALMCream?
Or long-lastingCUT TO CU SNUG PKG AS HE
PICKS IT UPSnug Brand Denture
Cushions.HOLD CU AS HANDS SLIP OUT
SNUG

Snug is a cushion --

PULL BACK TO MCU MAN

not only holds plates
tight...but makes them
feel so comfortable.CUT TO CU MAN'S HANDS CUTTING
SNUG INTO SHAPE WITH SCISSORS

Easy to fit...

DISS TO HIS HANDS FITTING U-SHAPED
SNUG ONTO CLEAR LUCITE U-SHAPESnug sticks to your plate
lasts for weeks...so no
daily fixing...no mess...
no after-taste.PAN AS HIS HANDS SCRUB SNUG ON
LUCITE U-SHAPE, WITH TOOTHBRUSH
UNDER RUNNING FAUCET

Easily cleaned or removed

CUT TO CU MAN

To hold dentures com-
fortably tight for weeks

CUT TO CU SNUG PKG

get Snug Denture Cushion

Complaint

96 F.T.C.

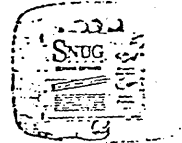
SNUG DENTURE CUSHIONS
TELEVISION COMMERCIAL
"SPOKESWOMAN"



1. SPOKESWOMAN: (DV) Thousands of denture wearers have long suffered



2. with loose, wobbly, uncomfortable plates.



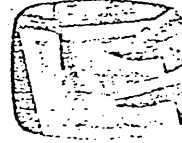
3. Now many use Snug Brand Denture Cushions and



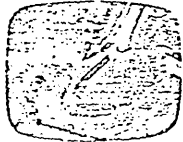
4. are so grateful for the way Snug holds dentures tight.



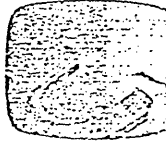
5. and being a cushion, Snug makes dentures feel so comfortable.



6. (VO) Easy to fit.



7. Snug sticks to your plates. lasts for weeks.



8. so no daily fiving. no mess. no after-taste.



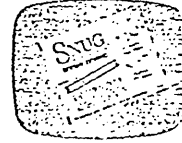
9. (SFX) Easily cleaned.



10. or removed.



11. (DV) To hold dentures comfortably tight for weeks.



12. (VO) get Snug Denture Cushions.

THE MENTHOLATUM CO., INC.

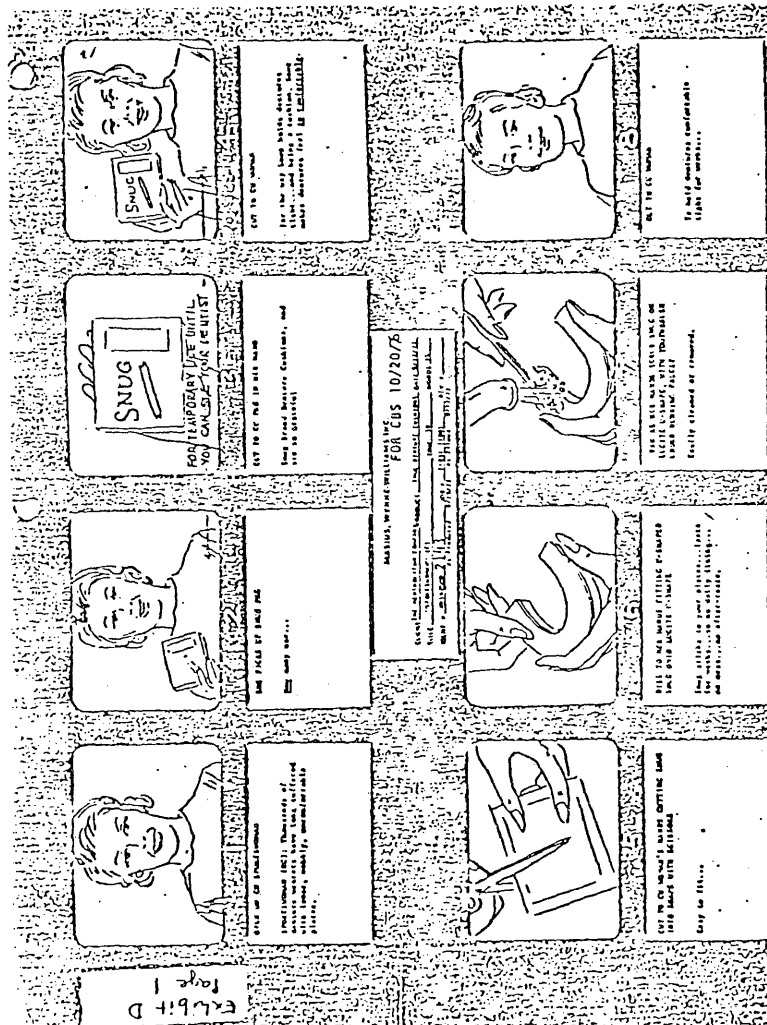
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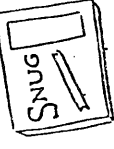
Complaint

MASIUS, WYNNE-WILLIAMS INC.

CLIENT	THE MENTHOLATUM COMPANY		
TITLE	"SPOKESWOMAN" (C) (#MVS2133)	SNUG DENTURE CUSHIONS	
	:30 TV COMM'L	As Produced: 8/30/72	
DATE	SEPT 15, 1972	As Filmed: 8/17/72	75 u

OPEN ON CU SPOKESWOMAN	SPOKESWOMAN (OC): Thousands of denture wearers have long suffered with loose, wobbly, uncomfortable plates.
SHE PICKS UP SNUG PKG	<u>Now</u> many use...
CUT TO CU PKG IN HER HAND	Snug Brand Denture Cushion and are so grateful
CUT TO CU WOMAN	for the way Snug holds dentures tight...and being a cushion, Snug makes dentures feel <u>so comfortable</u> .
CUT TO CU WOMAN'S HANDS CUTTING SNUG INTO SHAPE WITH SCISSORS	Easy to fit...
DISS TO HER HANDS FITTING U-SHAPED SNUG ONTO CLEAR LUCITE U-SHAPE	Snug sticks to your plates. lasts for weeks... so no daily fixing...no mess... no after-taste.
PAN AS HER HANDS SCRUB SNUG ON LUCITE U-SHAPE, WITH TOOTHBRUSH UNDER RUNNING FAUCET	Easily cleaned or removed.
CUT TO CU WOMAN	To hold dentures comfortably tight for weeks...
CUT TO CU SNUG PKG	get Snug Denture Cushions.



	OFF TO THE LANDS 1-800-888-8888	MAISON, WYOMING WILLIAMS INC. 6401 1st Avenue, Suite 100, Cheyenne, WY 82001 Phone: (307) 234-1111 Fax: (307) 234-1112 Web: www.maison.com		

Page 1 of 1

Amazing soft plastic cushion
holds dentures
comfortably
tight for weeks
without messy "slickums"

Not a paste! Not a powder! Not a cream or wax pad! But amazing soft plastic adhesive cushions that hold loose, wobbly dentures comfortably tight and firm. Snuggl Brand Denture Cushions are the long lasting, clear way to hold loose dentures tight. Snuggl lasts for weeks... does away with bothersome mess of daily "Slicks". Snuggl Cushions are easy to wipe and clean... stick to your plate not to your gums. Easy to clean or remove... won't wash off and can't flake away. Get Snuggl Denture Cushions to hold your dentures tight for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Snuggl) Ad No. EN 75-702
1/20 Page (12" x 3")
Sunder Supp. Materials—1975
Job No. 74-1888
Printed in U.S.A.
DARCY, MORGENTHAU & MASTUS, Inc., New York

No paste or powder
holds dentures
comfortably
tight for weeks

Like Snuggl Denture Cushions
Not a paste! Not a powder! Not a cream or wax pad! But amazing soft plastic adhesive cushions that hold loose, wobbly dentures comfortably tight and firm. Snuggl Brand Denture Cushions are the long lasting, clear way to hold loose dentures tight. Snuggl lasts for weeks... does away with bothersome mess of daily "Slicks". Snuggl Cushions are easy to wipe and clean... stick to your plate not to your gums. Easy to clean or remove... won't wash off and can't flake away. Get Snuggl Denture Cushions to hold your dentures tight for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Snuggl) Ad No. EN 75-704
1/20 Page (12" x 3")
Sunder Supp. Materials—1975
Job No. 74-1888
Printed in U.S.A.
DARCY, MORGENTHAU & MASTUS, Inc., New York

Amazing soft plastic cushion
holds dentures
comfortably tight
for weeks without messy
"slickums"

Not a messy paste, powder, cream or wax pad—but an amazing soft plastic adhesive cushion. Snuggl Brand Denture Cushions hold loose, wobbly dentures comfortably tight for weeks. With Snuggl there's no need to bother with messy daily "Slicks". It lasts for weeks, sticks to your plate not to your gums, so easy to clean or remove. Get Snuggl Denture Cushions to hold your dentures tight and firm for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Snuggl) Ad No. EN 75-703
1/20 Page (12" x 3")
Sunder Supp. Materials—1975
Job No. 74-1888
Printed in U.S.A.
DARCY, MORGENTHAU & MASTUS, Inc., New York

No paste or powder
holds dentures
comfortably tight
for weeks

Like Snuggl
Denture Cushions
Not a messy paste, powder, cream or wax pad—but an amazing soft plastic adhesive cushion. Snuggl Brand Denture Cushions hold loose, wobbly dentures comfortably tight for weeks. With Snuggl there's no need to bother with messy daily "Slicks". It lasts for weeks, sticks to your plate not to your gums, so easy to clean or remove. Get Snuggl Denture Cushions to hold your dentures tight and firm for weeks... in comfort. At all drug counters.

The Monolithium Co.—U.S. (Snuggl) Ad No. EN 75-705
1/20 Page (12" x 3")
Sunder Supp. Materials—1975
Job No. 74-1888
Printed in U.S.A.
DARCY, MORGENTHAU & MASTUS, Inc., New York

Complaint

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Microchemical Ex. - M. E. Thompson and the SMP 111
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 2555-2556
 2557-2558

[illegible]

Complaint

96 F.T.C.

D'Arcy-MacManus & Masius

437 MADISON AVENUE
NEW YORK, NEW YORK 10017

Television Continuity

The Mentholatum Co.
ACCOUNT
Snug Denture Cushion
PRODUCT
"Movie"
TITLE
:30
LENGTH
MVSN 2153
SCRIPT NUMBER

As filmed 11/28/77

VIDEO	AUDIO
OPEN ON TWO WOMEN EXITING MOVIE HOUSE ONTO STREET	<u>HELEN:</u> They don't make movies lik they used to.
WOMEN WALK DOWN STREET	<u>SARA:</u> Let's have some of my pecan pie, that never changes.
CUT TO HELEN'S FACE, LOOKING EMBARRASSED.	<u>HELEN:</u> Uh-Uh... It's been a while s I fixed my dentures... they' loose again.
2-SHOT AS SARA TALKS TO HELEN.	<u>SARA:</u> Didn't I tell you about Snug?
ECU OF SNUG PACKAGE. WOMAN'S HAND PULLS CUSHION OUT. <u>SUPER:</u> 'FOR TEMPORARY USE UNTIL YOU SEE YOUR DENTIST.'	<u>SARA:</u> It's different -- you don't ne to apply it every day.
CUT TO HAND HOLDING DENTURE SHAPED LUCITE AS OTHER HAND PRESSES SHAPED CUSHION ONTO LUCITE.	<u>SARA:</u> It's a cushion you just shape.
PALM DOWN HAND PRESSES AGAINST TOP OF LUCITE WHICH CLINGS TO HAND WITHOUT ANY OTHER SUPPORT.	<u>SARA:</u> Snug lasts for weeks. And it hold your dentures firm and comfortable.
DISSOLVE TO SIMILAR SCENE AT A POINT LATER IN TIME.	<u>SARA:</u> Pecan pie? <u>HELEN:</u> Uh -- Uh --

757

Complaint

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VIDEOAUDIO

SCENE CONTINUES

HELEN: Sure --SARA: Well?HELEN: I'm on a diet.

ECU SNUG PACKAGE

SUPER: SNUG LASTS WEEKS
HOLDS DENTURES FIRM

Complaint

96 F.T.C.



D'Arcy-MacManus & Masius
Advertising

CLIENT: MENTHOLATUM
PRODUCT: SNUG
TITLE & FILM NO: "MOVIE" - MVS2153
FIRST USE: 3/7/78

LENGTH: 30 SECONDS



1. HELEN: They don't make
movies like they used to.
SARA: Let's have some of
my Oscar pie, that never
changes.



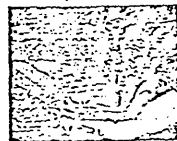
2. HELEN: Uh-uh...it's
been a while since I fixed
my dentures...they're
loose again.



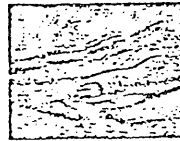
3. SARA: Didn't I tell you
about Snug? It's dif-
ferent -



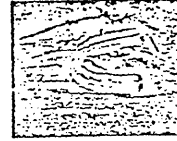
4. you don't need to apply
Snug every day.



5. It's a cushion you just
shape.



6. Snug lasts for weeks.



7. And it'll hold your
dentures firm and com-
fortable.



8. Pecan pie? HELEN:
Uh - Uh -



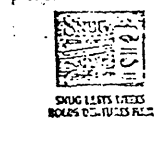
9. SARA: Didn't you switch
to Snug?



10. HELEN: Sure - SARA:
Well?



11. HELEN: I'm on a diet.
SARA: Oh.



12. (SILENT)

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the bureau proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act; and

The respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Mentholatum Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 1360 Niagara St. in the City of Buffalo, State of New York.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

I.

It is ordered, That respondent, the Mentholatum Company, a corporation, its successors and assigns, and its officers, agents, representatives and employees, directly or through any corporation, subsidiary, division or other device [hereinafter, "respondent"], in connection with the advertising, offering for sale, sale or distribution of any dental device or dental product, forthwith cease and desist

from disseminating or causing the dissemination of any advertisement by any means in or affecting commerce which makes any representation directly or indirectly that is inconsistent with, negates or contradicts any statement concerning matters of health, safety or efficacy set forth on the labeling of any such device or product or which in any way limits, qualifies or detracts from any such statement appearing on the labeling of any such device or product.

II.

It is further ordered, That respondent, in connection with the advertising, offering for sale, sale or distribution of any dental device or dental product (except denture cushions as provided for in Paragraph 3), shall, in disseminating or causing the dissemination by any means in or affecting commerce of any advertisement which makes any representation directly or indirectly (other than those prohibited in I above) regarding duration of use of any such product, disclose clearly and conspicuously any labeling warning regarding duration of use of such device or product.

It is agreed, for the purposes of this Order, that in the event a label or packaging warning regarding duration of use is no longer utilized for any such product, advertisements for said dental device or product need not bear a disclosure regarding duration of use.

III.

It is further ordered, That respondent, in connection with the advertising, offering for sale, sale or distribution of the product Snug Denture Cushions or any other denture cushion, when making any representation regarding the duration of use of said product (other than those prohibited in I, above), shall disclose clearly and conspicuously that said product is only appropriate for short-term use until a denture wearer is able to see a dentist for the adjustment of his or her loose or ill-fitting dentures. For the purposes of this Order, it is agreed that respondent may use the term "for weeks" in the advertising of denture cushion products so long as the terms "temporary" and "only until a dentist can be seen" are included, and the advertisement does not imply the product should be used on a long-term basis.

It is further agreed, for the purposes of this Order, that in the event that the Snug Denture Cushion product is no longer regarded by the federal Food and Drug Administration as suitable only for

short-term, non-regular use, the respondent may seek from the Commission amendment of this portion of this Order.

IV.

It is further ordered, That respondent shall forthwith distribute a copy of this Order to each of its operating divisions.

It is further ordered, That respondent notify the Commission at least thirty (30) days prior to any proposed change in its corporate status such as dissolution, emergence of a successor corporation, the creation or dissolution of any subsidiaries, and assignment or sale of the business, or any other change in the corporate respondent that may affect compliance obligations arising out of this Order.

It is further ordered, That respondent shall, within sixty (60) days after this Order becomes final, and annually thereafter for three (3) years, file with the Commission a report, in writing, signed by respondent, setting forth in detail the manner and form in which it has complied with this Order.

Modifying Order

96 F.T.C.

IN THE MATTER OF
ENCYCLOPAEDIA BRITANNICA, INC., ET AL.

MODIFYING ORDER IN REGARD TO ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket 8908. Decision, March 9, 1976—Modifying Order, Oct. 28, 1980

This order modifies Paragraphs II(A), (B), (D) and (E) of the original Commission order issued March 9, 1976 (41 FR 19301, 87 F.T.C. 421) against respondents. The modifications permit respondents, for a one-year period, to use alternative means of making prescribed disclosures regarding their sales solicitation activities. This action affords respondents further opportunity to propose provisions that will lessen any undue financial impact on them and to demonstrate to the Commission that these provisions will effectively communicate to prospective customers, the disclosures required by the previous order.

ORDER MODIFYING CEASE AND DESIST ORDER

On March 9, 1976, the Commission issued an Order in this docket against Encyclopaedia Britannica, Inc., a corporation, and Britannica Home Library Services, Inc., a corporation. The Order includes, *inter alia*, provisions (Paragraphs II(A) and II(B)) requiring respondent, Encyclopaedia Britannica, Inc., to disclose in certain advertising and in a specified manner that persons who reply as requested may be contacted by a salesperson for the purpose of selling respondent's products. Furthermore, the Order (Paragraphs II(D) and II(E)) requires that when a sales representative of the respondent visits the home or place of business of potential purchasers of respondent's products, such representatives shall, at the time permission is sought, present a 3 by 5 card which identifies the sales representative and discloses that the purpose of the visit is to sell respondent's products.

On August 2, 1979, the United States Court of Appeals for the Ninth Circuit affirmed and enforced the Commission Order in this docket. On March 17, 1980, the Supreme Court of the United States denied respondents' petition for *certiorari*. Accordingly, pursuant to section 5(g)(3) of the Federal Trade Commission Act, as amended, the Order of the Commission in this docket is now final.

During the time their *certiorari* petition was pending in the Supreme Court, respondents initiated discussion with the staff of the Commission concerning possible modifications of Paragraphs II(A), II(B), II(D) and II(E) of the Commission's Order. On March 18, 1980, Paragraphs II(A), (B), (D), and (E) of the Commission's Order were