



# TOO GOOD TO BE TRUE



Scan to review worksheet

Expemo code:

1A5X-P1LD-9I3N

1

## Warm up

Look at the photo and read the ad. Discuss the questions in groups.



*Take one pill daily to lose one kilogram per week!*

*No diet or exercise needed!*

*Guaranteed weight loss, or we pay you \$1000!*

1. What does the word *deceptive* mean?
2. What are some things that you know of that are deceptive?
3. Why do people believe deceptive ads like this?
4. Do you think this company is making a contract with the public? Why or why not?



## 2

**Focus on vocabulary**

**Part A: Match the vocabulary to the definition.**

- |                                |  |
|--------------------------------|--|
| 1. mislead (v)                 | a. disagree or argue with someone  |
| 2. boost (v)                   | b. give someone the wrong idea to make them believe something that isn't true            |
| 3. to the detriment of (idiom) | c. a formal statement that says someone is not connected to or responsible for something |
| 4. disclaimer (n)              | d. causing harm or damage to   |
| 5. misinformation (n)          | e. raise or increase something   |
| 6. dispute (v)                 | f. wrong information or untrue things presented as facts                                 |

**Part B: Now complete the following sentences with a word from Part A.**

1. You can try to make a claim with your insurance, but the company may not pay if the other parties \_\_\_\_\_ your presentation of the facts.
2. It's difficult to know what to believe on TV today. There is so much \_\_\_\_\_.
3. I bought the product because he recommended it, but now that I know he doesn't use it, I feel like he \_\_\_\_\_ me.
4. Companies will say almost anything in their adverts in order to \_\_\_\_\_ sales.
5. The advert included a \_\_\_\_\_ in very small text at the bottom. It said all of the people in the advert were actors, not users of the product.
6. The only supermarket in the neighbourhood closed, which was \_\_\_\_\_ the local residents.

## 3

**Listening for specific information**

**Listen to a news broadcast about celebrity Kim Kardashian and athlete Floyd Mayweather Jr and their involvement in cryptocurrency sales that led to a lawsuit. Answer the question below.**



1. Why did the celebrities promote the cryptocurrency?
  - a. To help the company selling the cryptocurrency make a profit
  - b. To make money for themselves by selling their cryptocurrency
  - c. To give their followers good financial advice
  - d. To gain more followers for their social media accounts

*Glossary for the audio:*

*cryptocurrency – a system of electronic money used to buy and sell online*

*token – a unit of cryptocurrency that can be exchanged for money like pounds or dollars*



## 4

**Listening comprehension**

Listen to the news report again. Choose the correct answer.

1. The executives at EthereumMax worked with ...
  - a. athletes and celebrities.
  - b. financial advisors.
  - c. social media marketing experts.
  - d. the public and consumer groups.
  
2. Social media was used to give financial advice ...
  - a. that would help the celebrities' followers.
  - b. that would help the celebrities earn money.
  - c. that would increase the company's profits.
  - d. to make the social media sites more profitable.
  
3. Kim Kardashian probably believes she wasn't doing anything wrong because ...
  - a. her friends gave her the advice.
  - b. she thought the advice was good advice.
  - c. she knew no one would really believe her advice.
  - d. she had added a disclaimer to her post.
  
4. Floyd Mayweather Jr promoted the cryptocurrency ...
  - a. on his clothing during an athletic event.
  - b. on YouTube and Instagram.
  - c. although he knew it was to the detriment of the public.
  - d. although Kim Kardashian could reach more people.
  
5. The EthereumMax company said their work with the celebrities ...
  - a. was not meant to give financial advice to consumers.
  - b. was not deceptive or dishonest.
  - c. would help consumers to make money.
  - d. was to the detriment of the public.
  
6. The lawsuit is not likely to be successful unless it can be shown that the celebrities ...
  - a. knew their advice wasn't good.
  - b. didn't include disclaimers.
  - c. received money illegally.
  - d. were misled by the executives of EthereumMax.



## 5 Reading and writing strategies

Sometimes concepts in legal English are difficult or we feel they should be emphasised. In these instances, we may want to explain them or simply repeat them. Read the following sentences and underline the phrases that are used to do this.

1. The celebrities used their social media accounts to encourage people to buy cryptocurrency. In other words, they used social media platforms to improve their own financial interests.
2. Although the disclaimer was at the bottom of the post, it was very small and hard to see. That is to say, no one would notice the disclaimer unless someone told them to look for it.
3. The company released some new adverts with some unusual claims. To put it another way, the company was hoping to boost sales by using fantastic claims.

Now read and match the sentences.

1. The insurance company had many questions about the accident.
  2. The people who bought the product failed to improve and their illness got worse.
  3. The solicitor said that she felt our claim was good.
- 
- a. In other words, those consumers who used the product did so to the detriment of their health.
  - b. That is to say, she agreed to represent us.
  - c. To put it another way, they felt there was something deceptive going on and they needed more information.

**6 Legal vocabulary**

There are two tasks on vocabulary. First focus on Part A, then move on to Part B.

Part A: Complete the chart according to the parts of speech.

verb	noun	adjective
_____ 1	_____ 2	interpretable
X	relevance	_____ 3
_____ 4	notification	notified
guarantee	_____ 5 / guarantor	_____ 6
_____ 7	_____ 8	reliant

Part B: Now read and choose the correct answer to complete the text.

There is no \_\_\_\_\_ that a court will \_\_\_\_\_ a contract in the way that either party believes it will. Courts think about many things, including whether one party \_\_\_\_\_ on the promise of the other. Similarly, the courts also consider all the \_\_\_\_\_ facts. In other words, how did the parties behave? What did they say? When did they say it? For example, if one party knew they had a problem, how long did they wait before \_\_\_\_\_ the other party of the problem?

- guarantee - notify - relied - relevant - interpreting
- relevance - interpret - guaranteed - notified - relying
- notification - rely - interpreted - guaranteed - notifying
- guarantee - interpret - relied - relevant - notifying
- interpretation - notify - guaranteed - notified - interpreting

**7 Reading for a definition**

Quickly read the first paragraph of the article on page 6 and answer the question below.

What is a unilateral contract?

- A contract that only one party fulfils, which causes the contract to fail.
- A contract in which one party does something in order to accept the contract and fulfil it.
- A contract in which both parties agree that only one party will do something.



# Be careful about what you offer

## Unilateral contracts in action

1. Over the years, there have been important cases that have influenced the way law is interpreted, and the impact of these cases is felt long after their rulings are handed down. One such case is *Carlill vs Carbolic Smoke Ball Co.* Although this case was decided in 1892, it is still relevant today as the basis of unilateral contracts arising from advertising. That is to say, contracts that are created when one party makes an offer which is accepted when another party performs the specific act to fulfil the condition of the offer. *Carlill vs Carbolic Smoke Ball Co.* is one of the first cases that students of legal studies in the United Kingdom, and other countries with common law systems, study in their classes on contract law.
2. In this case, the defendant, the Carbolic Smoke Ball Company of London placed an advertisement in several newspapers, stating that its product, "The Carbolic Smoke Ball", when used three times daily, for two weeks, would prevent colds and influenza. The Carbolic Smoke Ball Company additionally offered a £100 reward to anyone who caught influenza using their product, guaranteeing this reward by stating in their advertisement that they had deposited £1000 in the bank as a show of their good faith. This was a significant amount of money as £100 in 1892 is equal to more than £12000 in today's money! The plaintiff, Lilli Carlill, believed the advertisement and bought a Carbolic Smoke Ball. She used it as directed, but several weeks later, she caught the flu.
3. As a result, Mrs Carlill sued to recover the £100. The Carbolic Smoke Ball Company argued that the advertisement was just a way to market their product, and they were not responsible to pay the £100 since there was no enforceable contract with Mrs Carlill.
4. The issue before the court was whether the offer in the advertisement could be considered an express promise to pay. To make its decision, the court considered three main issues. Firstly, did the plaintiff's acting upon the defendant's advertisement create a binding contract between the parties? Secondly, is notification of acceptance required by the contract? In other words, was it necessary for Mrs Carlill to tell the Carbolic Smoke Ball Company that she had accepted the offer? And finally, was there any evidence that Mrs Carlill gave anything in return for the company's £100? That is, was there consideration between the parties?
5. In deciding the issues, the court found that there was an enforceable contract between the parties. The defendant told the public it had put £1000 in the bank to show its sincerity about the claim that its product worked effectively. By taking the time to do this and telling the public about it, the defendant was serious about their offer. As a result, the public could be expected to rely on this claim. Furthermore, the court held that notification of acceptance was not required in writing since Mrs Carlill had shown acceptance by her actions, by using the product. And, finally, the court said there was consideration because Mrs Carlill had not only bought the smoke ball, but she had gone to the trouble of using it three times a day.
6. *Carlill vs Carbolic Smoke Ball Co.* represents the idea that although exaggeration in advertisements is generally not intended to create a contract with people who might buy the product, in this case it did because the defendant boosted their language to the level of a promise, by relying on their own sincerity.
7. This decision had an impact on English contract law, particularly on the concept of unilateral contracts. Businesses and advertising agencies have become more cautious about what they promise to the public as using language carelessly can have unintended results, and lead to significant financial losses should they promise more than they intend to give. - *Adapted from: The Conversation and British and Irish Legal Information Institute*

### Glossary:

*influenza / the flu* – an illness that people can get every year for which there is a vaccine; a coronavirus



## 8

**Finding vocabulary**

Scan the article and find words or phrases which mean the same as the following.

1. \_\_\_\_\_ happening as a result of something (v. para. 1)
2. \_\_\_\_\_ large enough or important enough to make a difference (adj. para. 2)
3. \_\_\_\_\_ a person who makes a formal complaint against someone else in court (n. para. 2)
4. \_\_\_\_\_ made a legal claim against someone in a court, especially because they have harmed you (v. para. 3)
5. \_\_\_\_\_ clearly and openly stated (adj. para. 4)
6. \_\_\_\_\_ has to be obeyed or followed because it is legally enforceable / accepted (adj. para. 4)
7. \_\_\_\_\_ the state of being truthful about what you think or intend (n. para. 5)
8. \_\_\_\_\_ a statement or description to make something seem better, larger or more important than it really is (n. para. 6)

## 9

**Reading comprehension**

Read the questions. Find the answers in the article.

1. The Carlill vs Carbolic Smoke Ball Co. case is relevant to ...
  - a. the field of contract law.
  - b. plaintiff and defendants.
  - c. countries that do not have common law systems.
2. The Carbolic Smoke Ball Company showed its sincerity by ...
  - a. offering £100 to people if their product didn't work.
  - b. putting £1000 in a bank to support their promise.
  - c. explaining how to best use their product.
3. The Carbolic smoke Ball Company claimed that they should not have to pay Mrs Carlill because ...
  - a. Mrs Carlill couldn't prove that she had used the product.
  - b. there was no reliance on the company's promise.
  - c. there was no binding contract with Mrs Carlill.
4. Mrs Carlill's use of the product ...
  - a. was the basis of her acceptance of the contract.



- b. should have been recorded in writing.
  - c. could not have been interpreted as consideration.
5. Most advertisements do not rise to the level of a binding contract unless they ...
- a. are sincere in their efforts to create a binding contract.
  - b. use language that creates a promise that consumers rely on.
  - c. promise more than they intend to give to consumers.

## 10

**Talking points**

**Discuss the following questions.**

1. Do you think the *Carlill vs Carbolic Smoke Ball Co.* case was decided correctly? Why or why not?
2. Do you think the amount of money the Carbolic Smoke Ball Company put in the bank influenced the court's decision? Why or why not?
3. What other kinds of unilateral contracts can you think of?





**11** Optional activity / homework:

Choose one question and write a paragraph (200 words). Ensure that you check your grammar, spelling and punctuation.

## Writing task

1. Do you think celebrities should be allowed to advertise for products they have a financial interest in? Why or why not?
2. If the Carbolic Smoke Ball Company had hired a celebrity to advertise its product, do you think Mrs Carlill would have been able to sue the celebrity? How do you think the court would have decided? Why?