

ANNEX I: Survey Questionnaire¹

[1] Introduction / welcome note (omitted)

[2a] Pre-contract conclusion scenario

An online purchase at Classy Glass (I)

You are about to purchase a set of six customised drinking glasses from the online shop Classy Glass. You plan to give them to a friend on her birthday in 3 days' time. You have narrowed down your choice to the following options:

Option A: Set of 6 custom-painted glasses 'Surrealism' - 17.99 GBP



Option B: Set of 6 stained glasses 'Sun & Sea' - 9.99 GBP



Option C: Set of 6 funky glasses 'Swinging Rainbows' - 8.99 GBP

¹ Below we reproduce only those parts of the survey that are relevant to the analyses described in the text. The actual survey comprised a few additional items that, however, do not affect our results. The full set of questions is available from the corresponding author upon request.



Please make your final selection below and proceed to checkout.

- A. 'Surrealism' for 17.99 GBP
- B. 'Sun & Sea' for 9.99 GBP
- C. 'Swinging Rainbows' for 8.99 GBP

Please select one of the following (imaginary) shipping addresses:

- A. Mr Edward Hyde, 70 Asfordby Rd, Alderminster CV37 2TG
- B. Mrs Melinda Gladwell-Scholes, 56 Shire Oak Rd, Scleddau SA65 3GR
- C. Mr James William Hendricks, 61 Berkeley St, Stretton WA4 8GT
- D. Ms Jennifer Hankersville, 17 Mentors Pl, Hillborough CT6 3JP

Is this a gift?

- A. Add gift wrapping for 2.49 GBP
- B. Proceed without gift wrapping

If you have a voucher or a promotional code, please enter it here:

Please select your preferred shipping method:

- A. Royal Mail standard +0.00 GBP
- B. Hermes +2.70 GBP
- C. Royal Mail Special Delivery +6.45 GBP
- D. Yodel XpressPack +7.19 GBP

PAYMENT

Please select your preferred payment method from the list below.

- A. Credit Card (VISA, MasterCard, American Express)
- B. Debit Card
- C. PayPal

TERMS & CONDITIONS

You must accept the Terms & Conditions of Classy Glass before you proceed with your purchase. Please click 'Next' in order to view them.

[2b] Post-contract conclusion scenario

An online purchase at Classy Glass (II)

A week ago, you purchased a set of six customised glasses at the online shop Classy Glass, pictured below.



They were intended as a gift, and you invested a lot of time and care in designing them with the shop's online tool. Ultimately, you were disappointed with your purchase because the delivery took five business days, which means your gift was delayed.

You feel you deserve some kind of compensation, but you are not sure whether you are entitled to any according to the online shop's Terms and Conditions because you merely skimmed through them at the time of purchase.

You now have an opportunity to review the online shop's Terms and Conditions in detail. Following that, we will ask you some questions about shipping, refunds, and other pertinent topics, so consider reading the Terms carefully.

[3] Disclosure Type A ('non-transparent disclosure')

Terms and Conditions

For the purchase of our products, these Terms and Conditions are applicable.

1. These Terms and Conditions shall apply to all orders and contracts made or to be made by us for the sale and supply of products and prevail over any separate terms put forward by you.
2. We will process your order within one day after having received it. Irrespective of any previous price you have seen or heard, once you select a product that you wish to order, you will then be shown or told (on the website) the charges you must pay and any applicable delivery charges. All prices include VAT and delivery costs. You shall pay for the product in full at the time of ordering by supplying us with your credit or debit card details from a credit or debit card company acceptable to us.
3. We offer payment by credit or debit card (VISA, Master Card, American Express) as well as PayPal. However, we reserve the right to offer less than our full range of payment options. Invoices, order breakdowns and vouchers shall be provided in electronic form only. If you pay by card, your card will be charged on the date your order is dispatched. During the order process, Classy Glass will generally notify you of the dispatch dates available and the expected timeframe for receiving your order; however, Classy Glass does not guarantee delivery dates or times. We will make you aware of delivery charges (if any) before you place your order. Expected delivery times and charges will differ depending on which products you order. More details are set out below. The dispatch date is the day we SEND the item you have ordered, NOT the day it will be delivered. Your order is likely to arrive much faster if you use a postcode. You can check that you have the correct postcode by using the Royal Mail's handy postcode finder available at www.royalmail.com/find-a-postcode. To state the obvious, we are not responsible for the accuracy of the Royal Mail's postcode finder. It is your responsibility to ensure that the delivery address you provide for any order you place is correct. You can find more detail around delivery of our products below. If you want to check the postage and packaging cost of an order you are thinking of placing, simply place the items in the online shopping basket with the correct size, quantity and address. We will then calculate the charge for you. You may then decide whether or not you wish to proceed with the order. All our glasses are posted by Royal Mail standard post unless one of the special delivery options is selected at extra cost.
4. You have the right to withdraw from this contract within 21 days after having acquired the product without giving any reason. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery and, if you use the return documents provided to you, also the costs of returning the product, without undue delay and in any event not later than seven days from the day on which we are informed about your decision to withdraw from this contract. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us.
5. Nothing in these Terms and Conditions shall exclude or limit our liability for fraud, death or personal injury caused by our breach of duty, any breach of the obligations implied by existing legislation currently in force or any other liability which cannot be excluded or limited by applicable law, or your statutory rights as a consumer. We shall not be liable to you for any breach, hindrance or delay in the performance of a contract attributable to any cause beyond our reasonable control. In performing any obligation under these Terms and Conditions, our only duty is to exercise reasonable care and skill. Save as provided in the first

sentence of this clause, our total liability under any contract shall in no circumstances exceed, in aggregate, a sum equal to the greater of 110% of the value of the relevant contract under which the cause of action arises.

6. We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. However, continued use of the site will be deemed to constitute acceptance of the new Terms and Conditions.

7. These Terms and Conditions shall be governed by the law applicable in the country where we have our main seat. You submit to the exclusive jurisdiction of the courts of that country to settle any dispute which may arise under these Terms and Conditions.

[4] Disclosure Type B ('textually optimized disclosure')

Terms and Conditions

For the purchase of our products, these Terms and Conditions are applicable.

1. GENERAL. These Terms and Conditions contain your **rights and obligations** regarding the products you purchase from us.
2. ORDERS. We will process your order **within one week** after having received it. The final price indicated at the order form includes VAT. Delivery costs, if applicable, will be added at the final stage of ordering. You must pay for the product in full at the time of ordering through one of the payment methods we accept (credit / debit card and PayPal).
3. DELIVERY. Standard delivery takes between **1 and 2 business days** from the time we process your order. We will notify you once we dispatch your order. While we do our best to get your order to you as quickly as possible, once the order has left our warehouse, we **cannot guarantee delivery dates** and will not be held liable for delays beyond our control.
4. RETURNS. You have the right to return your order **within 21 days** after having received the product. You don't have to give us a reason for cancellation. You must then send the product back to us within 14 days after the day on which you have cancelled the contract. We will reimburse to you all payments received from you, including the costs of delivery, once we have received the goods or (if this is earlier) you have supplied evidence of having sent back the goods.
5. DEFECTS. A product is **not defective** if it matches its description and is used according to our instructions. **The product must be used in accordance with these instructions.** In particular, our glasses cannot hold hot liquids and are not dishwasher-safe.
6. COMPENSATION. If we have caused death or personal injury due to our negligent behavior or fraud, or where we have breached the law or where the law provides that you are entitled to **compensation**, we will pay such compensation to you. We shall not be liable to you for any loss caused by an event beyond our reasonable control. We will exercise reasonable care and skill towards you. We will not pay more compensation than 110% of the sales price, unless the law requires us to offer a higher amount.
7. CHANGES TO THESE TERMS. We may change the Terms and Conditions at any time. These changes will be posted on our website, so ensure that you re-read them frequently. **By continuing to use the website, you accept the changes**, also for products purchased earlier.
8. LEGAL. The law of the country where our **main office** is located is applicable to the contract regarding the products you purchase with us. Only the courts of that country may deal with any dispute that may arise under these Terms and Conditions.

[5] Disclosure Type C ('visually optimized disclosure')

CLASSY GLASS – TERMS & CONDITIONS

The following is a summary of
your rights and obligations.

ORDERS

We process orders within **1 week** of receiving them.

You can return products within **21 days** of receiving them without giving a reason.





CONTRACT TERMS

We may **change these terms** at any time. We will inform you about any changes.

By continuing to use our website you automatically **accept** any changes.

DELIVERY

Standard delivery takes **1-2 business days**.

However, we **are not liable** for late deliveries.





DEFECTS & COMPENSATION

We are not liable for product defects due to **improper usage** (e.g., hot liquids or dishwashers).

In all other cases you are entitled to the **legally mandated** compensation.

PAYMENTS

Full **product price** and **delivery costs** are due at the time of ordering. We accept payment by **credit / debit card** and **PayPal**.



Thanks for reading!

[6] Know your rights (questions identical for all four scenarios)

Based on the Terms & Conditions, do you have a right to compensation if your order took 5 business days to ship?

- A. Yes, because shipping should only take 1-2 business days.
- B. Yes, because my order was too late, which meant that I could not use my purchase for its original purpose.
- C. Yes, because the customer is always right.
- D. No, because the company is not liable for shipping delays.
- E. No, because shipping may take up to 7 business days.
- F. Don't know.

Based on the Terms & Conditions, are you entitled to compensation if some of the glasses broke after your friend served hot coffee in them?

- A. Yes, because glasses should be able to contain all kinds of drinks.
- B. Yes, because the glasses broke during their warranty period.
- C. No, because the glasses are custom-made and non-refundable.
- D. No, because the glasses were not used as intended.
- E. No, because my friend was not an official party to the contract.
- F. Don't know.

Based on the Terms & Conditions, under what conditions do you have the right to return the glasses you purchased?

- A. I can decide to return the glasses without stating any reasons and any time I wish.
- B. I can decide to return the glasses without stating any reasons within 14 days of receiving them.
- C. I can decide to return the glasses without stating any reasons within 21 days of receiving them.
- D. I can only return the glasses in case they show visible defects during the warranty period.
- E. I cannot return the glasses once I have received and unpacked them.
- F. Don't know.

[7] About your experience

To give us more information about your experience with your purchase at Classy Glass, please answer the following questions.

Based on your experience with the case of Classy Glass, how likely are you to take any of the following actions in the future in the event of a problem with an online purchase?

	<i>Very unlikely</i>	<i>Unlikely</i>	<i>Likely</i>	<i>Very likely</i>
Accept the losses and move on.	0	0	0	0
Go back to the Terms & Conditions.	0	0	0	0
Spend more time reading Terms & Conditions prior to making a purchase.	0	0	0	0
Seek help from a consumer protection organisation.	0	0	0	0
Engage the services of a lawyer.	0	0	0	0

How satisfied were you with the Terms and Conditions of the online shop Classy Glass?

	<i>Very dissatisfied</i>	<i>Dissatisfied</i>	<i>Satisfied</i>	<i>Very satisfied</i>	<i>Don't know</i>
Length of the text	0	0	0	0	0
Clarity of the text	0	0	0	0	0
Layout	0	0	0	0	0
Relevant information	0	0	0	0	0
Overall satisfaction	0	0	0	0	0

[8] About yourself

Please enter your age (in years): _____

Please indicate your gender:

- A. Male
- B. Female
- C. Other
- D. Prefer not to say

Please select your current country of residence:

- A. England
- B. Wales
- C. Northern Ireland
- D. Scotland
- E. Other

Please select the highest educational level you have completed to date:

- A. Primary / secondary school or equivalent
- B. High school diploma / I.B. Programme or equivalent
- C. University – Bachelor
- D. University – Master
- E. University – Ph. D.
- F. Vocational training
- G. Other

How often do you make purchases online?

<i>Very rarely</i>	<i>Rarely</i>	<i>Sometimes</i>	<i>Often</i>	<i>Very often</i>
0	0	0	0	0

How much time do you spend online each day?

<i>Less than an hour</i>	<i>1 to 3 hours</i>	<i>4 to 7 hours</i>	<i>8 hours or more</i>	<i>Don't know</i>
0	0	0	0	0

What is your preferred device for viewing online content?

- A. Smartphone
- B. Tablet
- C. Laptop computer
- D. Desktop computer
- E. Other

What device are you using right now to take part in this survey?

- A. Smartphone
- B. Tablet
- C. Laptop computer
- D. Desktop computer
- E. Other

In the past two years, have you had a dispute with a business regarding a product or a service you purchased online?

- A. Yes
- B. No

How high do you perceive your level of consumer protection to be?

<i>Very low</i>	<i>Low</i>	<i>High</i>	<i>Very high</i>
☐	☐	☐	☐

How concerned are you about your online privacy?

<i>Not at all concerned</i>	<i>Not very concerned</i>	<i>Somewhat concerned</i>	<i>Very concerned</i>
☐	☐	☐	☐

To what extent do you find the following things acceptable?

	<i>Totally unacceptable</i>	<i>Not really acceptable</i>	<i>Acceptable to an extent</i>	<i>Totally acceptable</i>
Having your online activities monitored in exchange of unrestricted access to a website	0	0	0	0
Companies sharing information about you without your permission to develop services you may like	0	0	0	0
Paying not to be monitored when using a website	0	0	0	0

What role should government play in consumer protection and fair competition online?

- A. Government should by and large leave consumer protection to the market forces – consumers will pick the fair online shops and avoid the dubious or unfair ones.
- B. Government should undertake efforts to ensure high levels of consumer protection online together and in a dialogue with businesses
- C. Government should create online consumer protection and fair competition policies without input from businesses.

How does your personal financial situation now compare to what it was 12 months ago?

- A. It got a lot worse
- B. It got a little worse
- C. It stayed the same
- D. It got a little better
- E. It got a lot better

How “safe” would you regard your current financial situation to be?

- A. Not at all safe
- B. Not very safe
- C. Quite safe
- D. Very safe

How easy would it be to meet an emergency expense of 500 pounds on your own today?

- A. Very difficult
- B. Difficult
- C. Easy
- D. Very easy

As far as your current occupation is concerned, would say you are:

- A. Self-employed
- B. Employed
- C. Student
- D. Working student
- E. Unemployed
- F. Other
- G. No answer