

YASAR UNIVERSITY
GRADUATE SCHOOL OF SOCIAL SCIENCES
MASTER OF BUSINESS ADMINISTRATION

MASTER THESIS



**THE IMPACT OF CONSUMER LAW ON
CONSUMERS' BUYING BEHAVIOURS**

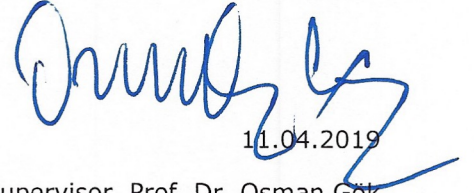
MERT SOYER

THESIS ADVISOR: PROF. DR. OSMAN GÖK

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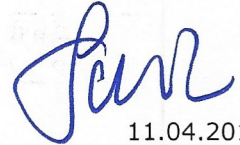
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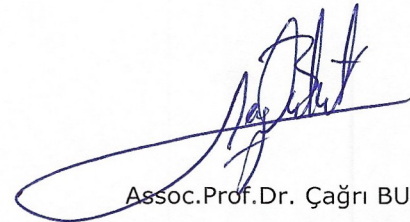
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11.04.2019

Prof. Dr. Burcu Selin Yılmaz



Assoc. Prof. Dr. Çağrı BULUT

DIRECTOR OF THE GRADUATE SCHOOL OF SOCIAL SCIENCES

ABSTRACT

THE IMPACT OF CONSUMER LAW ON CONSUMERS' BUYING BEHAVIOURS

Mert SOYER

Master Thesis, Business Administration

Advisor: Prof. Dr. Osman Gök

Marketing is an important process for the companies in order for them to find out and satisfy the needs and wants of the consumers. Companies spend a lot of effort, money and time to reach their target consumers. Therefore, marketing has become a crucial process in the business life.

Companies are supposed to know about the country, the local market and business life, legal regulations and restrictions, needs and wants of the people, local prices, attitudes and behaviours of the consumers in order not to fail. Marketing departments of the companies deal with all those issues and try to reach the customers (or consumers).

Consumer behaviour is a discipline which studies cases and factors during the purchasing phase and before and after the purchasing phase. Laws and regulations are one of those main factors. In the study, we are going to focus on the legal factors affecting consumer behaviours. In this context, we are going to research legal regulations, changes and their impacts to consumer behaviours in the world and especially in our country.

The aim of the study is to show the strong link between law and consumer behaviours, to show the level of consciousness among consumers regarding consumer protective legal regulations and how much they benefit from the rights they have through qualitative and quantitative researches.

Keywords: Marketing, Consumer Law, Consumer Behaviours, Law, Consumer Protection Law

ÖZ

TÜKETİCİ KANUNU'NDAKİ DEĞİŞİKLİKLERİN TÜKETİCİ DAVRANIŞLARINA ETKİSİ

Mert SOYER

Yüksek Lisans Tezi, İşletme

Danışman: Prof. Dr. Osman Gök

Pazarlama, şirketlerin tüketicilerinin ihtiyaç ve isteklerini anlamaları açısından önemli bir süreçtir. Şirketler, hedef tüketicilerine ulaşmak için çaba, para ve zaman harcarlar. Bu nedenle, pazarlama, çok mühim bir süreç haline gelmiştir.

Şirketler, başarısızlığa uğramamak için ülke, yerel pazar ve ticari hayat, yasal düzenlemeler ve sınırlamalar, insanların ihtiyaç ve istekleri, yerel fiyatlar, tüketicilerin tutum ve davranışları konusunda bilgi sahibi olmak zorundadırlar. Şirketlerin pazarlama departmanları tüm bu hususlarla ilgilenir ve müşterilere (ya da tüketicilere) ulaşmaya çalışırlar.

Tüketici davranışı, satın alma aşaması ile satın alma aşamasından önceki ve sonraki durumları ve faktörleri inceleyen bir disiplindir. Bu konulardaki yasalar ve düzenlemeler sözü edilen ana faktörlerden biridir. Çalışmada, tüketici davranışlarını etkileyen hukuki faktörler ile ilgileneceğiz. Bu bağlamda, dünyada ve bilhassa ülkemizdeki tüketiciyi koruyan hukuki düzenlemeler, değişiklikler ve bunların tüketicilerin davranışlarına olan etkilerini inceleyeceğiz.

Çalışmanın amacı, nitel ve nicel araştırmalar ile hukuk ve tüketici davranışları arasındaki sıkı ilişkiyi göstermek, tüketicilerin tüketiciyi koruyan hukuki güvencelerden ne düzeyde haberdar olduklarını, sahip oldukları haklardan ne kadar yararlandıklarını gözler önüne sermektir.

Anahtar Sözcükler: Pazarlama, Tüketici Hukuku, Tüketici Davranışları, Hukuk, Tüketicinin Korunması Hakkında Kanun

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I would like to thank my professor, Prof. Dr. Osman Gök, for his efforts and support during the preparation of this study; my mother Tülay Soyer and my father Samim Soyer who have always been by my side throughout my master degree and thesis process; all participants who had contribution to my research by attending the interview and questionnaire.



Mert SOYER
İzmir, 2019

TEXT OF OATH

I declare and honestly confirm that my study, titled "Impact of Consumer Law on Consumers' Buying Behaviours" and presented as a Master's Thesis, has been written without applying to any assistance inconsistent with scientific ethics and traditions. I declare, to the best of my knowledge and belief, that all content and ideas drawn directly or indirectly from external sources are indicated in the text and listed in the list of references.

Mert SOYER

İzmir, 2019



ABBREVIATIONS

EU	: European Union
OECD	: Organisation for Economic Co-operation and Development
UK	: United Kingdom
USA	: United States of America
TKHK	: Tüketicinin Korunması Hakkında Kanun (Consumer Protection Law-in Turkish)
TL	: Turkish Lira

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INTRODUCTION

Marketing has plenty of definitions.

Marketing is the activity, set of institutions, and processes for creating, communicating, delivering, and exchanging offerings that have value for customers, clients, partners, and society at large (American Marketing Association Board of Directors, 2008).

Marketing is the management process for identifying, anticipating and satisfying customer requirements profitably (The Chartered Institute of Marketing, 2015).

As we could see, marketing has at least two parties. One party is the one who seeks profit and tries to find out, predict and satisfy the needs of the customer (or consumer). The other is the customer (or consumer) who expects to have good products or services in order to satisfy his/her requirements.

The terms "*consumer*" and "*customer*" are often used interchangeably, but a consumer and customer are not always the same entity. A customer is someone who buys services or goods from someone else, while a consumer is someone that receives a certain service or consumes a product (Cardoso et al., 2015: 12).

In this study, it is aimed to understand the concept of consumer law and consumer behaviour, to see their connection, to analyse the articles of Turkish Consumer Protection Law to show the rights of consumers and whether consumer are conscious enough about their rights and eventually to find out the impacts of the law and rights in consumer behaviours. Also, we would like to see whether consumers are aware of their rights. Therefore, it is purposed to get the consumers conscious about law and regulations as well as their rights regarding the consumer protection.

This study consists of 4 chapters. In the first chapter, the concept of "Consumer Protection" is going to be mentioned and the history of consumer protection in the world

and in Turkey is going to be seen; analyse the Consumer Protection Law no. 6502 of Turkey and eventually get to know the rights of the consumer. In the second chapter, it will be focused on the concept of “Consumer Behaviour”. It is going to be found out the decision-making process and factors influencing the consumer behaviour. Also the behaviours and attitudes of consumers before, during and after purchasing. In the third chapter are going to be mentioned, Conscious Consumer and Legally Conscious Consumer concepts will be understood. Eventually, in the fourth chapter, our researches will be demonstrated with respect to the study. In the first part of the research, in-depth interviews will be shown as a qualitative and primary data. In the second part of the research chapter questionnaire data conducted with 400 people will be able to be seen. Therefore, it is going to be understood if our society is legally conscious about the consumer protection law and rights as well as find out whether having knowledge about the law and consumer rights influences their behaviours.

CHAPTER 1

CONSUMER PROTECTION

1. Background of Consumer Protection Law

First of all, we would like to mention the rise and development of the Consumer Protection Law in the world and in Turkey.

‘Consumer’ concept was born in the 19th century which is the century of Industrial Revolution. Manufacturer became powerful with mass production in that era. Therefore, “consumer” concept was born especially in the USA and Europe. Before 19th century, consumer was named as buyer. However, some crucial protections which buyers don’t have are given to consumers. After understanding that there was lack of equality between consumer and its counter party, the protection of consumer became necessary. Protection of consumer has been firstly in the frame of economic protection. After that; “organized consumers”, “conscious consumers” concepts were born as well. Thus, only economic protection became insufficient. Finally, consumer was given rights and identity. Protection hit the top at that time. In 1980s, consumer law has been occurred in the world. In 1990s, it has become so popular in the United States and European countries whereas in Turkey, consumer law has become an independent law field (Eroğlu, 2011).

In Turkish law, consumer protection legislations started after the developments in Europe. legislations regarding the protection of consumer have started depending on the developments in Europe. Before the foundation of republic, there were Ahi-orders but they were not exactly consumer organisations (Kara, 2012: 33).

According to Gezder (2006), in the 1920’s, since it would take long time to create a legal system, borrowing the law from western countries would be more rapid way. For this reason, private law in Turkey is based on Swiss and German law.

The most important development in Turkey about the consumer protection is Consumer Protection Law no. 4077 which has been ratified in 23.02.1995 and published

in 08.03.1995 in Official Gazette and the last development is Consumer Protection Law no. 6502 which has been ratified in 07.11.2013 and published in 28.11.2013 in Official Gazette. There have been many changes in Law no. 6502 compared to Law no. 4077 such as defective goods, defective service, distance contracts, consumer loan contracts, housing finance contracts, time share vacation contracts and other issues. (Özmumcu, 2014).

Consumer protection is quite important not only in Turkey but also in many countries in the world. Therefore, many organizations and networks have been established in order to protect consumers and raise their awareness.

2. A General Overview for Consumer Protection at Global Dimension

According to Zitkus and Puskoriute (2013), consumer is a weaker side in a business and it is very important to protect the consumer. For this reason, many legislations have been entered into force and many organizations and institutions have been founded.

Randelovic and Ljajic (2017) emphasizes the importance of consumer protection in the European Union because after the free mobility of goods and services created and open market and eventually consumer protection became a big requirement.

EU protects consumer interests since consumers are the economic engine. (Zitkus and Puskoriute, 2013)

Consumer protection involves protection in many different fields such as online and in-store shopping, advertising, banking, contracts. Nowadays, e-commerce is quite popular in the world and lawmakers intend to protect consumers from abuses of some malicious online sellers or providers.

According to Kariyawasama&Wigley (2017), online shopping is a revolution regarding the buying and selling of products and services at a cheaper price from all over the world.

3. A General Overview Regarding the Changes in Consumer Protection Law No. 6502 in Turkey

Consumer Protection Law no. 6502 has enhanced the extent of consumer rights that have been previously granted to the consumers with Law no. 4077. Consumers have become much better protected in many fields compared to past years. On the other hand, language of the new Law is more plain and understandable.

There have been many incentives to prepare the new Law on Consumer Protection. Those incentives were to comply with the new Turkish Commercial Code and Turkish Code of Obligations, to comply with the directives of the EU, to remove the problems encountered in the practice, changing methods in sales and arising of new types of sales.

The scope of the New Consumer Law is more comprehensive compared to the Former Law. Also the definition of consumer has been changed and extended. “Consumer transaction” term has been occurred and all agreements made with consumers have been involved in this term. (Gide.com, Consumer Protection Turkey, 2014).

New provisions and changes in Consumer Protection Law could be outlined as below:¹

3.1. The Scope of the Law Has Been Extended in favor of the Consumer

Work contract, transportation contract, brokerage contract, insurance contract, mandate contract, banking contract and similar contracts which are some of the most essential transactions of the consumer as well as other contracts in which the consumer is one of the parties have been previously evaluated as out of the scope of Law no. 4077 by judicial decisions; thus, resolutions of disputes arising from related contracts have been resolved in general courts instead of Consumer Arbitration Board and Consumer Courts even if they have been created in order consumer disputes to be resolved in a rapid way. As a result, Law no. 6502 has been enabled disputes regarding work,

¹ See: Aydoğdu M., Overview of the Innovations Brought by the Law on the Protection of Consumers No. 6502, Different Approach Brought by This Law to the Concepts of Breach of Contract and Defective Fulfillment and Our Proposals on This System, 2013

transportation, brokerage, insurance, mandate, banking contracts to be resolved in consumer arbitration boards.

3.2. In Banking Contracts, Fees such as Credit Card Membership Fee, Account Maintenance Fee Taken From Consumers Have Been Disciplined

In Banking Contracts, any kind of fee, commission, expense item excluding the interest taken from the consumer and relevant rules and procedures will be specified by Council of Bank Audit and Regulation after receiving the opinion of Ministry.

3.3. Periods of Right of Withdrawal Have Been Extended; Right of Withdrawal Has Been Entitled for Sales on Installments, Prepaid House Sales, Distance Contracts Regarding Financial Services, Long-Term Vacation Service Contracts and Consumer Credit

The extent of the right of withdrawal has been expanded in Law no. 6502 compared to Law no. 4077. Therefore, in sales on installments, 7-days withdrawal period has been given which was not previously existing; in consumer loan, there is a withdrawal period of 14 days; especially in prepaid housing sales which have a higher risk, off-premises contracts, distance contracts, distance contracts regarding financial services, time-share and long-term vacation services contracts, there is a withdrawal period of 14 days. Also in subscription contracts, there is a right of termination which is similar to right of withdrawal and has a period of 14 days.

3.4. Audit Mandate Regarding Unfair Terms and Conditions in Contracts of which the Consumer Is A Party

In Law no. 4077, since there was no clear provision regarding the detection and audit of unfair terms and conditions in contracts of which the consumer is a party, an effective audit could not be performed and millions of consumers have had unjust treatments.

In Law no. 6502, audit mandate concerning unfair terms and conditions has been given to Ministry of Customs and Trade. With this authorization, in the event that there are unfair terms and conditions in contracts regarding large mass of people such as

banking contracts, subscription contracts etc., those contracts will be audited by Ministry and unjust treatment will be prevented.

3.5. The Consumer Will Not Be Responsible From the Product Delivered to Him that He Didn't Order

Consumers who are trying to be entered into obligation through a product delivered to them without their willingness are protected. The seller cannot claim any right against the consumer regarding a product not ordered. The consumer doesn't also have a liability to return or protect related goods.

3.6. Manufacturer or Importer Will Be Also Responsible From Damages Caused By Defective Goods

In accordance with the regulation in Law no. 6502, because of the damages caused by defective goods, if one of rights of free repair or replacement of the product with its same one free from defects is chosen, the manufacturer or importer of the product will be also jointly and severally responsible besides the seller. Under the new regulation, even if it is similar to free replacement right, it is not possible to claim a right of withdrawal from contract (refund) or reduction of price against the manufacturer or/and importer.

3.7. Rights Given to the Consumer Regarding Defective Goods and Defective Service Have Been Expanded in favor of the Consumer

- Liability of defect notification to the seller in 30 days which has been regulated in Law no. 4077 has been removed in Law no. 6502.
- Presumption of existing of defects on delivery that is shown up in 6 months starting from the delivery of goods or execution of the service have been accepted.
- In case of defective goods, if the consumer chooses one of the rights of free repair or replacement of the product with its same one free from defects, entrepreneur is liable to perform the right chosen by the consumer in maximum 30 workdays. (at immovable property for housing or vacation, it is 60 workdays)

3.8. New Consumer-Protective Regulations Have Been Put in Banking Contracts

- The bank shall inform the consumer in written regarding the terms and conditions of the contract a reasonable time before the signing of the loan contract.
- The consumer has a right of withdrawal from the loan contract in 14 days without any justification or paying any penal clause.
- As all consumer transactions, bailment in consumer loan contracts will be subject to the ordinary bailment provisions of Turkish Code of Obligations.
- As all consumer transactions, payments of consumers shall be prepared as a registered commercial paper and separately.
- Providing loan shall not be conditioned on insurance.

3.9. Strict Measures Have Been Put Regarding Prepaid House Campaigns that Are Sold through the Mockup and Many Consumers Have Been Suffered

- Sales of Prepaid House will be audited more strict.
- At least one day before the execution of the contract, pre-information form including the items specified by Ministry shall be delivered to the consumer.
- Unless the prepaid house sales are made in an official form, they will not be valid. Even if the contract is not valid because it has not been made in an official form, the seller cannot claim the invalidity of the contract against the consumer.
- In prepaid house sales, there is a reasonless right of withdrawal for 14 days.
- Until the delivery date of immovable properties with housing or vacation-purpose to the consumer, the consumer has a right of withdrawal from the contract.
- For the projects with a bigger size than the size specified by Ministry, before starting the sales of prepaid housing, the seller is supposed to make a building-completion insurance of which Undersecretariat of Treasury determines the scope and code of practice or he is supposed to satisfy the guarantee or conditions determined by Ministry.

- Sales Campaign License has been abolished in order to prevent wrong impressions concerning that housing sales are under the guarantee of the government.

3.10. New Measures Have Been Taken for Door-Step Sales

- Name of “door-step sales” has been changed to “off-premises sales” and the scope of door-step sales has been expanded.
- At off-premises sales, the period of withdrawal which is 7 days has been increased to 14 days.
- The date of the contract of off-premise sales will be written by the handwriting of the consumer and one copy of the contract will be given to the consumer.

3.11. New Measures Have Been Taken in order to Prevent the Unjust Treatment Regarding Distance Contracts and Financial Services

- In distance contracts, delivery of goods or services cannot be more than 30 days.
- At distance sales, the period of withdrawal which is 7 days has been increased to 14 days.
- Directives regarding the distance sales of financial services such as banking, insurance, individual retirement has been transferred to the domestic law.

In distance selling contracts, the seller and the consumer makes the contract without seeing each other. Different means are used while forming the contract. Distance selling contracts has advantages and disadvantages (Bülter, 2003). For this reason consumer protection takes important role.

3.12. New Regulations Have Been Made Regarding the Time-Share Practice which is an Offensive Sales Type

- Some fundamental issues have been added to law article and sanctions have been increased.
- The definition of the time-share vacation concept has been changed and alternatives vacation memberships such as timeshare and long-time vacation products have been included to Law.

- In time-share vacation and long-term vacations, liability of pre-information before the execution of the contract has been put.
- The seller is supposed to ensure that the consumer will sign the contract, will write the date of the contract by handwriting and will give one copy of the contract to the consumer.
- At time-share vacations, the period of withdrawal which is 10 days has been increased to 14 days.

3.13. Package Tours for Millions of Domestic and Foreign Tourists Have Been Regulated

- Sanctions have been increased adding some fundamental regulations in the article of package tours.
- The scope of package tour has been expanded counting the attendants to package tour with commercial and occupational purposes as the package tour attendant.
- Liability of pre-informing prior to the execution of the package tour contract.
- Right of withdrawal for consumers has been put.
- Organizer of the package tour will be responsible from any kind of damages arising because the contract has not been or rightly been executed.

3.14. New Consumer-Protective Regulations Have Been Put Regarding The Subscription of Electricity, Water, Natural Gas, Internet, Telephone etc.

- The scope of subscription contracts has been expanded and any kind of subscription has been included in Law.
- The consumer has a right of termination of the subscription contract for an indefinite duration or which has a duration longer than one year without having any justification or paying any penal clause. (similar to the right of withdrawal)
- The contractor shall execute the termination demand of the consumer within the periods specified in regulations, otherwise the consumer will not be responsible from that.

3.15. Products and Services Subject to Promotions which Periodical Publication Institutions like Newspapers and Magazines Have Been Restricted

In promotion practices which giving second product or service has been undertaken correlating with any periodical publication, except cultural products and services relevant with periodical publication which has been determined by Ministry.

3.16. Discounted Sales Campaigns Not Reflecting the Reality Have Been Restricted

Owner of workplaces do advertising and offers related to discounted sales campaigns irregularly in 12 months of a year or writing not valid prices on price tags, and then cross out the prices and write the actual prices as if they are discounted price in order to create wrong impression on consumers. In accordance with the new regulation, discounted sales price of products and services subject to, the price before discount and amount of discount shall be specified in tariff and price lists.

3.17. Information on Product Regarding Usage Must Be in Turkish With New Regulation

This is one of the important changes in the Law no. 6502.

3.18. Practice of Warranty Certificate Has Been Changed

- Practice of warranty has been changed and barriers in front of optional rights of consumers have been removed.
- Unnecessary bureaucracy has been decreased by removing the approval of Ministry on certificates of warranty.

3.19. Obligation to Broadcast Programs Raising Awareness in Radio and Televisions No Less Than 10 Minutes in a Month Has Been Put

3.20. Consumer Awards that Have Been Given By Private Institutions and Not Based On Objective Criteria Have Been Prohibited to Use in Advertisements

3.21. Unfair Commercial Practices Against Consumers Have Been Prohibited

Especially deceptive and offensive practices are seen as unfair commercial practices and any kind of unfair commercial practice against consumers has been prohibited.

Former law also had some regulations about unfair terms. However they were not sufficient. The Law no. 6502 is more detailed about unfair terms in consumer contracts. According to it, any unfair terms shall be null and void. (Lachman et al., 2014).

3.22. Advertising Committee Has Been Reconstructed and Audit Competence of the Committee Has Been Increased

The committee supervises both commercial advertisements and unfair commercial practices.

3.23. Consumer Matters Arbitration Committee Has Been Reconstructed and Legal Remedies for Consumers Have Been Eased

- Generally consumers apply to consumer matters arbitration committee. (They apply to consumer courts when the value of the subject is over some limit)
- Decisions of arbitration committee are binding.

3.24. Barriers Preventing Consumers to File A Lawsuit in Consumer Courts Have Been Removed

4. Detailed Evaluation of Changed Articles in Consumer Protection Law

The main incentive to do changes in Consumer Protection Law has been to provide compliance with the EU Directions. Therefore, during the preparation of the Law, EU Directives and the consumer legislation of Switzerland have been evaluated.

Besides the technical details, there are also material details concerning the preparation of the new Consumer Protection Law. One of the reasons why the consumer is required to be protected is that the consumer is not well-informed regarding the legal transaction. The main purpose is to eliminate the unbalance between parties and to enable the consumer to draw up the contract after being informed well.

The fundamental principles and purposes regarding the protection of the consumer is public order in general and interests of consumer in private. In order to accomplish those fundamental principles and purposes, it is required to control and supervise goods and services in terms of price, quality, standard, size and shape, advertisements, expiration period, package etc. Therefore, the lack of the law has been realized and new regulations have been put.

Part 1 of Consumer Protection Law consists of *Purpose, Scope and Definitions*. According to the Consumer Protection Law Article 1; the purpose of Consumer Protection Law is to regulate provisions which are appropriate to the public interest and take precautions about consumers in order to protect health, safety and economic interest of consumers, to compensate their damages, to protect them from environmental dangers, to get them enlightened and conscious, to encourage their protective attempts and voluntary organization that aims to create policies about those issues.

Part 2 consists of *General Principles*.²

4.1. General Principles

ARTICLE 4-

“(1) Contracts and notifications stipulated in this Law to be regulated in writing shall be at least twelve (12) points in character size, drafted in a comprehensible language, in a clear, simple, and legible manner and a copy of these shall be given out the consumer either on paper or on any other durable media. In the event, one or a few of the conditions that must be included in the contract are lacking, such omission shall not affect the validity of the contract. The party regulating the contract shall remedy such omission immediately.

(2) The conditions set forth in the contract cannot be altered to the detriment of the consumer during the period of the contract.

(3) An additional fee cannot be claimed from the consumer for the acts that are among the legal obligations of the party drafting the contract and which the

² All articles have been adapted from: <http://www.judiciaryofturkey.gov.tr/Consumer-Protection-Law-is-available-on-our-website>

consumer rightly expects relative to the good or service presented to the consumer, and for the expenses made in line with the benefits of the party drafting the contract. All types of fees, commissions and expenses that will be claimed from the consumer, other than interest, and the principles and rules related to such for goods or services provided to the consumer by banks, financial institutions offering consumer credits or issuing cards, shall be regulated by the Banking Regulation and Supervision Agency, obtaining the opinion of the Ministry, in line with the spirit of this Law and in a manner that protects the consumer.

(4) The information regarding all kinds of fees and expenses that will be claimed from the consumer referring to the contracts drafted with this Law, must be given out to the consumer in writing on paper as an attachment to this contract. In contracts established through telecommunication, such information shall be presented in accordance with the distance communication means used. Proving such information has been submitted to the consumer is the responsibility of the party drafting the contract.

(5) A bill may be drawn, only in the name of the holder and one for each installment, as valuable paper for the transactions performed by the consumer. Bills drafted in contradiction to the provisions of this paragraph shall be invalid for the consumer.

(6) In consumer transactions, the personal guarantees obtained in return for the acts of the consumer shall be deemed as ordinary guarantee, regardless of any name given to them. Personal guarantees given by the other party regarding the receivables of the consumer shall be deemed as joint guarantees, unless there is a contradictory provision in other laws.

(7) Compound interest shall not be applied in consumer transactions, including the case of default.

(8) This law also covers participation banks in terms of all of its regulations. Implementation shall be done considering profit share.”

In the first paragraph of the article above, the form requirement of the contracts and information which have been envisaged to be in written form has been determined; legal consequences of the missing requirements have been also regulated.

The main purpose of the second paragraph is to prevent the unilateral changes in contracts to the detriment of the consumer.

What has been regulated in the third paragraph is, as a rule, not to demand an extra fee from the consumer which has not been determined in the contract.

In the fourth paragraph, the purpose of the law-maker is to get the consumer well-informed regarding the obligation they have undertaken and to get them more conscious enabling them do comparison with other options in the market.

In the fifth paragraph of the related article, the main purpose is to provide consumers with a process security regarding their transactions through commercial bills.

In the sixth paragraph, the law has aimed to protect the personal guarantor of the consumer against the counterparty. Also, counting the personal guarantee of the counterparty regarding the receivables of the consumer as joint guarantee is literally to protect the consumer.

In the seventh paragraph, prevention of the consumer from high interest charges has been intended.

Banks and financial institutions charge some fees for consumer transactions. Those fees and costs have been quite controversial before. Eventually with the New Law, fees and costs have been written clearly that can be claimed against consumers. (Uyumaz and Akdağ, 2017)

According to Arat (2016), on consumer's transactions, the decision about being considered ordinary bailment if one gives personal assurance to the consumer's act is regulated as a basic principle including all consumer transactions with the Law About Protection of the Consumer no. 6502. Therefore both consumer and consumer guarantor who gives bailment are protected.

ARTICLE 5-

“(1) Unfair terms are contractual terms, which are included in the contract without negotiating with the consumer and that create an imbalance against the consumer in a manner that is contradictory to good faith in the rights and obligations of the parties arising from such contract.

(2) Unfair terms included in the contracts signed with the consumer are absolutely void. The provisions of the contract other than the unfair terms are valid. In this case, the party drawing up the contract cannot argue that such party would not have engaged in a contract with the other provisions, if it were not for the terms deemed absolutely void.

(3) If, a contract condition had been prepared previously, and if it was not able to affect the consumer content due to being in the standard contract, it is deemed that such contract condition has not been negotiated with the consumer. If the party drawing up the contract is arguing that a standard condition has been solely negotiated, such party has the burden of proof. If from the overall evaluation of the contract, it is agreed that it is a standard contract, the negotiation of certain elements of a condition or a sole provision in this contract does not prevent the implementation of this article to the rest of the contract.

(4) If the contract terms are in writing, the language used must be a clear and comprehensible one that the consumer can understand. In the event a provision included in the contract is not clear and comprehensible or carries multiple meaning, such provision will be interpreted to be to the benefit of the consumer.

(5) The provisions of this article also apply to contracts drawn up by people or institutions carrying out their activities with permission granted by the law or authorized bodies, without taking into consideration the qualifications of such contracts.

(6) The unfairness of a contract term shall be determined while the contract is being drawn up, taking into account the qualification of the good or

service that is the subject matter of the contract, the existing conditions during the drawing up of the contract, and the other provisions of the contract or the provisions of another contract to which the unfair term is related to.

(7) In the event of discretion of the unfairness of the contract terms, provided such terms are written in a clear and comprehensible manner, an appraisal cannot be made between the balance of both the fundamental performance obligations; and the market value of the good or service and the price determined in the contract.

(8) The Ministry shall take the necessary precautions to delete out or prevent the use of unfair terms existing in contractual texts in contracts that were drawn up for general use.

(9) The procedures and principles related to the determination and inspection of unfair terms and without being limited to contract terms accepted as unfair conditions shall be determined by the regulation.”

In the first paragraph of the article above, unfair terms have been defined.

In the second paragraph, the purpose is to avoid unfair terms to be in the contract.

In the third paragraph of the related article, what the law-maker has intended is to prevent the standard contracts to be prepared to the detriment of the consumer.

In the fourth paragraph, transparency and simple language in contracts have been intended.

In the fifth paragraph, the purpose is to prevent unfair terms in adhesion contracts such as electricity, water, communication contracts.

In the sixth paragraph of the article, the purpose is to determine the balance between parties according to the conditions during drawing up the contract.

In the seventh paragraph, law-maker has aimed both primary and secondary obligation to be controlled according to the transparency principle.

In the eighth paragraph, the purpose is the intervention of the Ministry in favor of the consumer in order to prevent unfair terms. In the ninth paragraph, it has been stated that this issue is determined in regulations.

Control mechanism regarding the unfair terms in consumer contracts enables the judge to interfere the contract terms which are in detriment to the consumer and count them as void.

Plenty of the consumer transactions are established by written agreement. Consumers are mostly the weak side of a contract and this sometimes causes the aggrievement of consumer. The New Law put some rules to prevent this aggrievement. Rules about unfair terms are one of those which try to prevent aggrievement of consumer. (Usta, 2016).

ARTICLE 6-

“(1) Unless there is a sign indicating that it is not for sale, a sale of a good that is on display in a window, shelf, on an electronic media or any other place that is in a clearly visible area cannot be refused.

(2) Unless it is for a valid reason, providing services cannot be refused.

(3) Those acting with commercial or professional purposes cannot bind the sale of a good or service to the condition of amount, number, dimension and similar conditions, which have been determined by themselves, or to the purchase of another good or service, if there are no practices, commercial custom or tradition to the contrary or a right cause.

(4) The Ministry and the Municipalities are in charge of carrying out all work related to the implementation and supervision of the provisions of this article.”

This article above is quite similar to the previous version of the Law. However, the fourth paragraph is a new regulation in this Law. In the related paragraph, what the purpose is to increase the power of the supervision regarding the related article giving the audit power to the Ministry and Municipalities.

ARTICLE 7

“(1) No rights against the consumer can be claimed in the delivery of unordered goods or offer of unordered services. The consumer remaining silent or using the good or service in such cases cannot be deemed as the consumer’s declaration of the acceptance of a contract. The consumer is not liable to return or retain the good.

(2) The one claiming that a good or service has been ordered, is liable to prove such claim.”

The purpose of the article above is to prevent the consumer to undertake an obligation regarding the goods and services which they have not ordered.

4.2. Defective Goods and Services

Part 3 of the Law is “*Defective Goods and Services*”. This part is divided into two sections as “*Defective Goods*” and “*Defective Services*”.

4.2.1. Defective Goods

The New Law has made important amendments about the the provisions regarding defective goods.

ARTICLE 8-

“(1) A defective good is a good that does not comply with the sample or model agreed on by the parties or lacking the characteristics it objectively should have, during its delivery to the consumer, thus, is against the contract.

(2) Goods that have material, legal or economic deficiencies that reduces or removes the benefits the consumer reasonably expects, that do not correspond to the usage purpose of goods that are equal, that are not in conformity with the characteristic/s that appear on the packaging, label, introductory or user’s manual, internet portal or in the advertisements and announcements and that are not in conformity with the characteristics notified by the seller or determined in its technical regulation; are also deemed as defective goods.

(3) The failure to deliver the good that is the subject matter of the contract within the due course set forth in the contract, or failure to install the good in line with the required conditions in cases where installation is made by the seller or under the responsibility of the seller, such shall be evaluated as non-compliant performance. In cases where it is anticipated that the consumer will install the good, if the installation of good is erroneous due to an error or a shortcoming in the installation instructions, such shall be identified as non-compliant performance.”

In the first paragraph of the article above, the definition of defective goods has been made and in the second paragraph, the criteria of being defective goods have been specified. Therefore, the disputes between the seller and consumer regarding if whether the goods are defective or not have been tried to prevent.

In the third paragraph, the failure of the good subject to the contract within the due course set forth in the contract or the failure to install the good in line with the required conditions are counted as the defective performance. In this case, the consumer will be able to benefit from the provisions regarding defective goods.

ARTICLE 9-

“(1) The seller is obliged to deliver the good to the consumer in conformity with the sale contract.

(2) The seller shall not be bound by the contents of an announcement if he proves that he was not and could not have been expected to be aware of the announcements made by means of advertisements or announcements which were not initiated by him or that the content of the relevant announcement had been corrected at the time of the conclusion of the sale contract or that the decision to conclude the sale contract does not demonstrate causality with the announcement in question.”

In this article, the liability of the seller to deliver the goods to the consumer has been regulated. Consumers are more willing to reach their aim when their

motivation is high. Knowing that they will receive relevant goods with the contract they have drawn up increases the motivation of consumers.

ARTICLE 10 –

“(1) Any defect that becomes apparent within six (6) months of delivery of the good shall be accepted to have existed at the date of delivery. In this case, the seller has to prove that the good was not defective. This presumption shall not apply if it is incompatible with the nature of the good or the defect.

(2) Nonconformity with the contract cannot be mentioned where the consumer was aware of the defect or was expected to be aware of the defect at the date of the conclusion of the contract. The consumer’s right of choice is reserved for defects other than those.

(3) The manufacturer, importer or seller shall affix an eligible label on the defective good that will be sold or on its packaging, containing clear information regarding the defect of the good that can be easily read by the consumer. It is mandatory to give this label to the consumer or to display it clearly on the invoice, receipt or sale document submitted to the consumer. The products that are not suitable to the technical regulation must not be launched in the market in any way. “Law concerning the Preparation and Implementation of the Technical Legislation on Products” and the provisions of other relevant legislation shall be implemented for such products.”

In this article, regulations regarding the burden of proof have been made. Proof simplicity in favor of the consumer has been adopted in compliance with the EU Directives no. 1999/44. Also, the liability of notification within a certain period in order to use rights of choice has been abolished.

In the third paragraph of the related article, informing the consumer about the defect of the good during drawing up the contract has been intended.

ARTICLE 11 –

“(1) When it is understood that the good is defective, the consumer may exercise one of the following rights of choice; a) Rescinding the contract, informing that consumer is ready to return the sold good, b) Requesting a discount from the sale price in proportion to the defect that keeping the sold good, c) Requesting a free of charge by repair with all expenses borne by the seller, if it does not require an extensive expense, d) Requesting a replacement of the defective good with a defect free one, if possible. (2) The right to free of charge by repair or replacement of the good with a defect free one, may be used against the manufacturer or the importer as well. The seller, manufacturer and the importer are severally liable in performing the rights in this paragraph. In cases where the manufacturer or the importer proves that the defect happened after the good was launched in the market by them, they shall not be liable.

(3) In the event, free of charge by repair or replacement of the good with a defect free one brings along disproportional difficulties to the seller, the consumer shall exercise one of the two rights; 9 rescinding the contract or discount from the price in proportion to the defect. In determining the disproportion, matters such as the non-defective value of the good, the importance of the defect and whether or not it would create a problem for the consumer to exercise other rights are taken into account.

(4) In the event, the consumer chooses to exercise the right of requesting of the free of charge by repair or replacement of the good with defect free, this request must be fulfilled within maximum thirty (30) business days of notifying the seller, manufacturer or importer of such request. For immovable property intended for housing or vacations, this period is sixty (60) business days. However, for goods included in the attached list of the regulation issued in accordance with Article 58 of this Law, the consumer’s free of charge by repair request shall be fulfilled in the maximum repair period stated in this regulation. Otherwise, the consumer is free to exercise other rights of choice.

(5) In cases where the consumer chooses to exercise the right to rescind the contract or request a discount from the price in proportion to the defect, the complete amount paid or the amount of the discount made from the price shall be refunded to the consumer immediately.

(6) All expenses arising from the exercise of rights of choice shall be borne by the party realizing the right the consumer chose. The consumer may also demand compensation with one of these rights of choice, in line with the Turkish Code of Obligations numbered 6098 and dated 11/1/2011.”

The risk which is one of the factors influencing the purchasing decisions of consumers has been partially removed through the article above because consumers don't feel concerned anymore thinking if the goods they purchase are defective. They have rights of choice in the event there is a defective good.

4.2.2. Defective Services

ARTICLE 13 -

“(1) Defective service is the service that is not in conformity with the contract due to failing to start in the period set forth in the contract, or which lacks the characteristics that have been agreed on by the parties and which it should objectively contain.

(2) Those services containing material, legal or economic deficiencies and failing to conformity with the characteristics announced by the service supplier or which were included in an internet portal, or in the advertisements and announcements, or which reduces or removes the value, for purposes of benefiting from it, or the benefits expected reasonably from it by the consumer, are defective services.”

ARTICLE 14 -

“(1) The supplier is obliged to perform the service in conformity with the contract.

(2) The supplier shall not be bound by the contents of an announcement, if he proves that he was not and could not have been expected to be aware of the announcements made by means of advertisements or announcements, which were not initiated by him or that the content of the relevant announcement had been corrected at the time of the conclusion of the service contract or that the decision to conclude the service contract does not demonstrate causality with the announcement in question.”

ARTICLE 15 –

“ (1) In cases where the service was performed defectively, the consumer is free to use one of these rights against the supplier; the re-performance of the service, the free of charge repair of the piece resulting from the performing service, discount from the price in proportion to the defect or rescinding the contract. The supplier is obliged to realize the consumer’s preferred request. All expenses arising from the exercise of right of choice shall be borne by the supplier. The consumer may also request compensation with one of these rights of choice, in line with the provisions of the Turkish Code of Obligations.

(2) In the event free of charge by repair or re-performance of the service brings along disproportional difficulties to the supplier, the consumer shall not exercise these rights. In determining the disproportion, matters such as the non-defective value of the service, the importance of the defect and whether it would create a problem for the consumer to exercise other rights of choice are taken into account.

(3) In cases where the consumer chooses to exercise the right to rescind the contract or request a discount from the price in proportion to the defect, the complete amount paid or the amount of the discount made from the price shall be refunded to the consumer immediately.

(4) In cases where free of charge by repair or the re-performance of the service rights are chosen, this request shall be fulfilled by the supplier in a reasonable amount of time and in a manner that will not cause significant

problems for the consumer, taking into account the characteristic of the service and the consumer's usage purposes of such service. This period may under no circumstance exceed thirty (30) business days, as of the submission of the claim to the supplier. Otherwise, the consumer is free to exercise other rights of choice."

As we could see, the changes in the articles regarding defective services are parallel with the changes in the articles regarding defective goods.

4.3. Consumer Contracts

"Consumer Contracts" is Part 4 of the Law. Part 4 is divided into five sections: "Installment Sales", "Consumer Credits", "Housing Finance", "Prepaid House Sale", "Other Consumer Contracts"

4.3.1. Installment Sales

The New Law keeps the provisions of the Former Law but has amended the minimum notice period supposed to be given by the seller to the consumer and increased it to 30 days from 1 week (Lachman et al., 2014).

ARTICLE 17-

"(1) an installment sale contract is a contract where the seller or the supplier assumes the supply of the good or performance of the service and the consumer pays the price in installments.

(2) Provisions of this section shall also apply to financial leasing contracts where the consumer must obtain the ownership of a good at the end of the lease period.

(3) An installment sale contract will not be valid unless it is drawn up in written. The seller or supplier failing to make a valid contract cannot claim the invalidity of the contract afterwards, in a manner that is to the detriment of the consumer."

ARTICLE 18 –

(1) The consumer is entitled to withdraw from the installment sale contract without giving any reason and without incurring any penalties within seven (7) days.

(2) It is sufficient for the notification regarding the use of the right of withdrawal to be submitted to the seller or supplier in such time. The seller or supplier is liable to prove that the consumer has been informed regarding the right of withdrawal.

(3) If the seller has delivered the good to the consumer within the withdrawal period, the consumer may only use the good to the extent required for an ordinary revision; otherwise, the consumer cannot exercise the right of withdrawal. In addition, in service contracts where the performance of the service has commenced with the approval of the consumer, prior to the expiration of the right of withdrawal, the consumer cannot exercise the right of withdrawal.

The problem in many consumer contracts is to sign them without thinking much because of the appeal of the transaction or good marketing techniques. In those situations, the consumer mostly regrets within a short time after drawing up the contract. That is the reason why the withdrawal right which has been regulated in this Law is a great possibility for a consumer.

Through this article, the withdrawal right has been regulated for the first time for installment sales contracts.

ARTICLE 19 –

“(1) In the event the consumer falls into default in paying the installments in the installment sale contracts, and if the seller or the supplier have kept their right to claim the payment of the whole of the remaining debt as reserved; this right may only be exercised in the event, when the seller or the supplier has performed all actions, and the consumer is in default for paying at 13 least two

consecutive installments that constitute at least one tenth of the remaining debt or, an installment constituting at least one fourth of the remaining debt. In order for the seller or the supplier to exercise this right, they must allow at least thirty (30) days to the consumer and warn of maturity.

(2) In the calculation of the matured installments, interest, commission and similar costs shall not be taken into account.”

In Article 19, the law-maker has intended to protect the consumer against maturity clauses.

ARTICLE 20 –

(1) The consumer may prepay the total amount of debt owed, as well as prepay one or more undue installments. In both cases, the seller or the supplier is obligated to give a discount in the interest and commission, in accordance with the paid amount if interest or commission is received.

In installment contracts, because the consumer pays high rates of interests, through the article above, the consumer has been encouraged to close the rest of the debt when they have money.

ARTICLE 21 –

(1) Provisions of the Turkish Code of Obligations on prepaid installment sales shall apply for contracts where the consumer assumes to pay the price of a movable good beforehand in parts, and the seller assumes to deliver the sold good to the consumer after the full payment of the price and where the payment period is longer than one year or is indefinite.

(2) The compulsory content of the contract, right and obligations of the consumer and the seller and the supplier, right of withdrawal, early payment and the procedures and principles related to other issues are set forth by regulation.

4.3.2. Consumer Credits (Loans)

ARTICLE 22-

(1) A consumer credit contract means the agreement, whereby a creditor grants or promises to grant credit to the consumer in return for interest or a similar benefit in the form of a deferred payment, loan or other similar financial accommodation.

(2) Credit card contracts shall be deemed as consumer credit contracts in the event they offer postponement of payment for three (3) months or longer, or offer payment in installments in a similar fashion, in return for interest or a similar benefit. However, the interest rate that will be applied in such a case cannot exceed the amount determined by the credit card contract.

(3) Consumer credit contracts shall not be deemed valid unless drawn up in written. The creditor making a contract that is not valid cannot claim the invalidity of the contract afterwards in a manner that is to the detriment of the consumer.

In the article above, the definition has been changed in compliance with EU Directives. If debit cards are credited, they are subject to this article. Consumer credit contracts must be drawn up in a written form.

ARTICLE 23 –

“(1) The creditor, and if any, the credit intermediary is obliged to submit the pre- contractual information form that contains the conditions of the credit contract they are offering to the consumer, at a reasonable time prior to the conclusion of the contract.”

Through this article, consumers will be able to know the terms of credit contracts beforehand and to decide in a more conscious way.

ARTICLE 24-

“(1) The consumer has the right to retract from the consumer credit contract without penalty and with no obligation to provide justification within fourteen (14) days.

(2) The creditor is liable to prove that the consumer has been informed regarding the existence of a right of withdrawal. Despatching the notification that the right of withdrawal has been used to the creditor within the withdrawal period is sufficient.

(3) The consumer is liable to pay to the creditor the capital and the interest accrued thereon from the date the credit was drawn down until the date the capital is repaid, without any undue delay and no later than 30 calendar days after the dispatch by him to the creditor of notification of the withdrawal. If payment is not made within such period, it will be deemed as not retracting from the consumer credit agreement. The interest shall be calculated on the basis of the agreed borrowing rate. The creditor shall not be entitled to any other compensation from the consumer in the event of withdrawal, except compensation for any non-returnable charges paid by the creditor to any public administrative body.”

With the regulation above, the withdrawal right in consumer credit contracts within fourteen days has been entitled to the consumer for the first time.

ARTICLE 25 -

“(1) The interest rate in fixed term consumer credit contract is determined as fixed. The rate that has been determined at the execution date of the contract cannot be changed to the detriment of the consumer at any time throughout the duration of the credit agreement.

(2) If contractual interest, effective annual interest or the total cost of the credit is not included in consumer credit contracts, the credit amount shall be used without interest for the whole duration of the credit agreement. If the effective

interest rate was displayed as lower than it actually is, the contractual interest rate that will be taken as the basis in the calculation of the total cost of credit shall be redetermined on the basis of the effective interest rate displayed as lower. In such cases, the payment schedule will be rearranged according to the changes made.”

In the first paragraph of the article above, it has been regulated that consumer credit contracts can only be drawn up with the fixed interest and the determined interest rate cannot be changed during the contract duration.

ARTICLE 26 –

“(1) The terms of a fixed term credit contract cannot be changed to the detriment of the consumer.

(2) In the event of the interest rate changes are made in indefinite period contracts, it is mandatory to notify the consumer of such amendment drawn up on paper or on another durable medium, thirty (30) days prior to the effectiveness of such amendment. This notification shall include details related to the changes in the amount, the number and frequency of the payments that will be made after the new interest rate comes into effect. If the interest rate is increased, the new interest rate cannot be implemented retroactively. In the event the consumer pays the whole of the debt and ceases using the credit within maximum sixty (60) days of the notification date, the consumer shall not be affected from the increased interest rate.”

ARTICLE 27 –

“(1) The consumer shall be entitled at any time to pay one or more undue installments, as well as pay the whole credit debt early. In such cases, the creditor is obligated to make reduction in the total interest and other cost elements according to the amount of early repayment.”

ARTICLE 28 –

“(1) In the event the consumer falls into default for payment of installments in a fixed term credit contract and if the creditor has kept its right to claim the payment of the whole of the debt as reserved, this right may only be exercised in the event when the creditor has performed all actions, and the consumer is in default for paying at least two consecutive installments. In order for the creditor to exercise this right, the creditor must allow a period of at least thirty (30) days to the consumer and warn of maturity.

(2) Interest, commission and similar costs shall not be taken into account in the calculation of the matured installments.”

ARTICLE 29 –

“(1) Insurance regarding a loan cannot be made without the clear request of the consumer either in written or through a durable medium. If the consumer wants to insure, the guarantee provided from the insurance company that the consumer preferred, has to be accepted. This insurance should comply with the subject matter of the credit, and the debt amount remaining in the fixed sum insurance and its maturation.”

In practice, banks demand the insurance to provide loan to the consumer and they don't provide in case the consumer doesn't make insurance. With this article, it has been intended to prevent that problem.

ARTICLE 30-

“(1) A linked credit agreement is a credit agreement granted exclusively for the financing of a contract related to the provision of a good or service and these two contracts objectively constitute a commercial unit.

(2) A commercial unit shall be deemed to exist when at least one of the following exists: a) supplier or service provider himself finances the credit for the consumer b) if it is financed by a third party, where the creditor uses the services of the supplier or service provider in connection with the conclusion or

preparation of the credit agreement c) The specific goods or the provision of a specific service are explicitly specified in the credit agreement.

(3) Where the consumer has exercised a right of withdrawal concerning a contract for the supply of goods or services addressed to the creditor within the withdrawal period, the linked credit agreement shall also be finalized without the liability of any compensation or penal payments.

(4) Where the goods or services covered by a linked credit agreement are not supplied, or are supplied only in part, or are not in conformity with the contract for the supply thereof, the seller, supplier and creditor are liable severally if the consumer retracts from the contract or exercises the right to discount from the price. In the event the consumer exercises the right of discount from price, the linked credit is also decreased in this rate and the payment schedule is changed accordingly. In the event the consumer exercises the right of withdrawal from the contract, the seller, supplier and creditor are severally liable for reimbursing the consumer for the payments made until then. However, the liability of the creditor is one (1) year, limited to the amount of credit used; in cases where the good is not supplied or service is not performed, from the date of supply of the good and performance of the service stipulated in the sales contract or in the linked credit agreement and, in cases where the good is delivered and service is performed, from the date of the supply of the good or performance of the service.

(5) Credits made available through the creditor paying for the price of the good or service determined by the consumer himself, without a contract related to the supply of a certain good or service between the creditor and the seller or the supplier, shall not be deemed as linked credits.”

ARTICLE 31-

(1) If an account has been opened for a fixed term credit contract and transactions related only to the Credit are carried out from this account, any fees or expenses shall not be claimed from the consumer related to such account

under any name. This account shall be closed with the repayment of the credit, unless there is a contrary request from the consumer in written.

(2) A credit deposit account contract related to the fixed term credit contract cannot be made, without the clear direction of the consumer.

(3) Card issuing institutions must offer a type of credit card to the consumers where they do not collect fees under the name of annual membership or similar.

(4) Procedures and principles related to the pre-contract notification liability, the compulsory contents of the contract, out of scope contracts, rights and obligations of the consumer and the creditor, the right to retract, early payment, calculation of effective annual interest, the compulsory content of advertisements related to consumer credits, use of cancellation rights, default, transfer or credit, linked credit and other matters shall be determined by regulations.

In Article 31, the main purpose is to prevent fees demanded by banks such as membership fee or similar names which create unjust treatments for consumers.

4.3.3. Housing Finance

ARTICLE 32-

“(1) A housing finance agreement is an agreement intended at providing loan facilities to consumers for acquiring a house, leasing of houses to the consumers through financial leasing, extension of loans to consumers where such loans are secured by the houses that the consumer owns and loans extended to refinance the loans explained in this context.

(2) A housing finance shall not be valid unless made in written. Housing finance institutions failing to prepare a valid agreement cannot argue the invalidity of the detriment of the consumer.”

ARTICLE 33-

(1) Housing finance institutions are obliged to provide the pre-contractual information sheet to the consumer containing the conditions of the housing finance, agreement at a reasonable period prior to the drawing up of the agreement.

4.3.4. Prepaid House Sales

ARTICLE 40-

“(1) A prepaid house sale contract is a contract where the consumer undertakes to pre pay the cost of an immovable for purposes of housing in cash or in installments, and where the seller undertakes to transfer or deliver the immovable to the consumer following the full or partial payment of such cost.

(2) A pre-information form containing the matters determined by the Ministry must be given to the consumers at least one day prior to the establishment of the contract.

(3) A prepaid house sale contract cannot be made with consumers before a construction permit is obtained.”

In the market, contracts which are called sales from mockup or sell-build are very common and there is a need to protect consumers because they start to make the payment before houses become tangible.

4.3.5. Other Consumer Contracts

- Off-Premises Contracts
- Distance Contracts
- Distance Contracts concerning Financial Services
- Timeshare vacation and long-term holiday service contracts
- Package Tour Contracts
- Subscription Agreements
- Promotions Arranged by Institutions Publishing Periodicals

4.4. Notification of Consumer and Security of Benefits

4.4.1. Price Tag

ARTICLE 54-

“(1) It shall be obligatory to place labels indicating the price including all taxes and the unit price that the consumer will pay, the place of production and the distinctive characteristics relating to the product, on the goods offered for retail or on the packages or containers thereof, in an easily visible and legible manner; and where no labelling is possible, and to display the lists showing the same information on appropriate places in a visible manner. The lists showing the tariffs and prices of services shall also be displayed by being prepared as laid down in this article’s provision.

(2) Where there is a difference between the price indicated on the label, price or tariffs list and the price at the cashier, the price that is in favour of the consumer shall be implemented.

3) The discounted sale price of the good or service subject to discount, the price prior to the discount shall be displayed on tariff and price lists and on labels. The seller or supplier shall be responsible for proving that the good or service subject to discounted sale is offered to sale with a price lower than the price before the discount.

(4) The Ministry, municipalities and the relevant chambers shall be authorized for the implementation and monitoring of the provisions of this article.

(5) Procedures and principles related to labels, tariff and price lists, the term related to discounted sales and other implementations shall be determined by regulations.”

4.4.2. Introductory Guide and User Manual

ARTICLE 55-

“(1) It shall be obligatory to offer the goods put into service of the consumer to sale, together with Turkish introductory guide and user manual relating to the introduction, usage, installation, maintenance and simple repair of such goods and if necessary, with a label including international symbols and signs.

(2) If the issues related to the safe use of the good are found on the good, it shall be obligatory to place the written and audible expressions in Turkish.

(3) In the event the goods may be harmful or hazardous to the person’s health or to the environment as per their relevant technical regulation, for the safe use of such good, the explanatory information and warnings related to this situation shall be included or written on the good or in the introductory guide and user manual in a visible and legible manner.

(4) The responsibility for the preparation of the Turkish introductory guide and user manual shall be borne by the manufacturer and the importer, and the responsibility to give and to prove that it has been delivered to the consumer shall be borne by the seller.

(5) The goods which are obligatorily sold with an introductory guide and a user manual and a label, and the minimum elements these should include and other implementations shall be determined by regulations.”

4.4.3. Certificate of Warranty

ARTICLE 56-

“(1) The manufacturer and importers shall be obliged to issue a warranty certificate for the products manufactured or imported for the consumers, in

which the content is determined by the regulation. Consummating and giving this certificate to the consumer shall be under the seller's responsibility.

(2) The warranty period shall be minimum two years as of the delivery date of the good. However, based on their characteristics, the warranty conditions for certain goods may be determined by the Ministry in another measurement unit.

(3) If the consumer has used the right to repair among his/her rights of choice stipulated in Article 11 of this Law, the consumer may exercise the other rights of choice included in Article 11 in cases where the good breaks down again within the warranty period or the maximum period for repair is exceeded or it is understood that the repair is not possible. The seller shall not reject the consumer's request. In the non-fulfillment of this request, the seller, the manufacturer and the importer shall be severally responsible.

(4) The goods which have to be sold with a warranty certificate and the other implementations shall be determined by regulations."

4.4.4. Voluntary Warranty

ARTICLE 57-

“(1) The voluntary warranty shall mean the additional commitment given by the seller, the supplier, the manufacturer or the importer related to the good or service, on matters of change, repair, maintenance, reimbursement and similar issues, provided that the legal rights of the consumer are reserved,.

(2) Expenses shall not be claimed from the consumer, for the exercise of the rights promised, throughout the voluntary warranty commitment.

(3) The promisor shall also be bound by the expressions included in the relevant advertisement and announcements as well as its commitment. It shall be obligatory to include that the legal rights of the consumer are reserved, as well

as the conditions for benefiting from the warranty, the duration, the name and contact information of the warrantor in this warranty.

(4) It shall be obligatory to give the voluntary warranty commitment to the consumer in writing or via a durable data storage device.

(5) The voluntary warranty commitment shall bind those making the commitment, even if they do not possess the qualities set forth in this article.”

4.4.5. After-sales services

ARTICLE 58-

“(1) The manufacturers or the importers shall be obliged to provide after-sale maintenance and repair services throughout the lifetime determined by the Ministry for the goods they have manufactured or imported.

(2) The manufacturers or the importers shall be obliged to obtain an after-sale service competence certificate approved by the Ministry, for the goods determined by regulation.

(3) The repair period of a good at service stations shall not exceed the maximum period set forth in the regulation.

(4) The manufacturers or the importers may establish authorized service stations themselves or they may benefit from service stations or service organizations already established, provided that they are responsible for the services provided by such service stations.

(5) Service stations operating without reporting to any manufacturer or importer shall also be accountable to the consumer for the services they provide.

(6) In the event the commercial activity of the importer comes to an end in any way, the seller, the manufacturer or the new importer shall be severally responsible for providing the maintenance and repair services throughout the

warranty period. After the expiration of the guarantee period, the manufacturer or the new importer shall be obliged to provide the maintenance and repair services throughout the lifetime.

(7) The establishment, operation, numbers, characteristics of service stations and the other procedures and principles shall be determined by regulations.”

4.4.6. Raising the awareness of the consumer

ARTICLE 59-

“(1) The Ministry of National Education shall make the necessary additions to the curriculum of formal and informal educational institutions to raise the awareness of the consumer, by receiving the view of the Ministry.

(2) It shall be obligatory for radios and televisions which broadcast across the country, to broadcast programs to raise the awareness of the consumer between 08.00 and 22.00, for a period of not less than fifteen minutes in a month. The list of date, time, duration and content information of the broadcasts shall be regularly delivered to the Supreme Board of Radio and Television each month. Broadcasts made outside these hours shall not be included in the fifteen-minute period per month. The Supreme Board of Radio and Television shall inspect these durations and the Ministry shall be notified of the results.”

4.4.7. Consumer awards

ARTICLE 60-

“(1) Consumer awards are awards given out for the purposes of protecting and raising the awareness of the consumer as well as encouraging them to exercise their legal rights.

(2) It shall be essential that awards granted under the name of consumer awards or alike should be given out without obtaining any benefit and should be based on the previously announced objective criteria.

(3) Procedures and principles related to consumer awards shall be determined by regulations.”

Besides the articles we mentioned above, in Consumer Protection Law no. 6502, Part 6 is regarding “*Commercial Advertisement and Unfair Trade Implementations*” and Part 7 is regarding “*Consumer Organizations*” as well as Part 8 is regarding “*Provisions related to Judgment, Supervision and Penalty*” and Part 9 is regarding “*Miscellaneous Provisions*”.

5. Consumer Rights

Consumer rights are the universal human rights accepted almost globally by the international community. (Polat, 2016).

-Right to safety of consumer: the right to be protected against products, production processes and services that are hazardous to health or life.

-Right to be informed of consumer: to be given the facts needed to make an informed choice, and to be protected against dishonest or misleading advertising and labelling.

-Right to choose of consumer: to be able to select from a range of products and services, offered at competitive prices with an assurance of satisfactory quality.

-Right to be heard: to have consumer interests represented in the making and execution of government policy, and in the development of products and services.

-Right to meet basic needs of consumer: to have access to basic, essential goods and services: adequate food, clothing, shelter, healthcare, education and sanitation.

-Right to redress: to receive a fair settlement of just claims, including compensation for misrepresentation, shoddy goods or unsatisfactory services.

-Right to education: to acquire knowledge and skills needed to make informed, confident choices about goods and services, while being aware of basic consumer rights and responsibilities and how to act on them.

-Right to have a healthy environment: to live and work in an environment which is non-threatening to the well-being of present and future generations.³

6. Conscious Consumer

Ramchandani (2017) defines conscious consumer as an agent of change who considers the social, environmental, ecological, and political impact of their boycott and boycott actions.

Conscious consumer education is defined as gaining skills and knowledge needed by an individual in a consumer society efficiently enough to benefit from the opportunities presented in the market (OECD, 2009:8). Consumer rights are under the insurance of law, as is the case in Turkey as well. The constitution (article.179) requires protecting and informing the consumers besides Consumer Protection Law introduced in 2013. The mentioned law prescribes the activities to be carried in learning environments in coordination with the Ministry of Education, too. With the enforcement of the laws related, consumer education starts at primary level in Turkey within social studies lesson. The curriculum of the 1-3 grades social sciences lesson covers effective use of resources, using time, money and materials, being conscious consumers, developing environmental consciousness, planning and productions skills (Polat and Ünişen, 2016).

Briefly, conscious consumer is the consumer who is aware of changes in law in his country or international regulations, also who has environmental, social and ethical concerns before, during and after the purchase process of a product or service. Nowadays, people do not only care the price and quality of a product; but they also care the environment it has been manufactured, its after sales services, how they have been produced, if there is any damage to the environment, if they provide a warranty, how

³ Definitions are from Consumerssa.com/consumerrights , Accessed in December 2018

they could replace the product in the event the product is damaged, how the repair service is, whether the company provide call-center service in case of needed, how much the law and regulations protect them, where they could apply when they require legal consultancy. People know their rights much more than they knew a couple of decades ago.

Education is a crucial factor to improve consciousness. Education could be taken place at school; however we could also have broadcasts on TV channels in order to gain the awareness of people because elderly people or people who didn't have a chance to study are not able to learn it anymore at school, thus they could learn their rights watching on TV. On the other hand stores can provide brochures and books to their customers with the purpose of developing the consciousness of the people. For example, they could give those guides when they sell the products. Therefore, people can feel safer when they buy the product and that would encourage them to buy. In case there is uncertainty or concern, people are discouraged to buy the product they would like because they think they cannot replace it if the product is damaged or has some damage within few weeks.

On the other hand, experience is also another way to gain awareness. If people experience some issue regarding their purchase such as defected goods or a damage, they ask and learn what ways they should follow.

In our research, we are going to focus on legally conscious consumer who is aware of the changes in the law of his country and who is eager to learn about his rights and the articles of the Consumer Protection Law.

CHAPTER 2

CONSUMER BEHAVIOUR

According to Solomon et al. (2006), consumer behaviour is the study of the process involved when individuals or groups select, purchase, use or dispose of products, services, ideas or experiences to satisfy needs and desires.

The process of studying the consumer behaviour and the purchasing process have emerged as a distinct field of knowledge the mid to late '50s and early' 60s of the last century. (Cetina et al., 2018).

It is critical to analyse consumer behaviour because it is a crucial way to understand why some products are bought and why some others are not bought. (Zitkus and Puskoriute, 2013).

1. Factors Influencing the Buying Behaviour of Consumer

There are different factors influencing the consumer behaviour before decision-making process.

1.1. Personal Factors

➤ Age

Age is one of the most important factors influencing the consumer behaviour. While the age changes, wants and needs of the people also change. It is not possible to assume that a 10-year-old child has the same requirements with a 25-year-old man.

When people are young, they spend more on their lifestyle needs whereas when they get older, they mostly remain indoor; but, their medical expenses may rise. In this way, age is one of the most demographic factors influencing the consumer behaviour and buying decisions (Pratap, 2017).

A child is more fickle minded than an adult. An adult buys faster than a child. An old man buys after a lot of observation than an adult and so on (Bansal, 2015).

➤ **Gender**

Another important factor influencing the consumer behaviour is gender.

Male and female have fundamentally different behaviours and attitudes. Women show more sensitivity, apprehension and warmth whereas men have characteristics of dominance, rule consciousness, emotional stability, vigilance. Both men and women approach problems with similar goals but different consideration. (Iakshmi et al., 2017).

➤ **Occupation**

Consumers differ in purchasing according to their occupation. We cannot expect a teacher and a student to buy same things. Students are more concerned with the brand itself and less care about the social approval of the brand they choose whereas people who work pay attention to the social approval as well.

For example a marketing manager would purchase business suits, whereas a low level worker in the same organization would purchase rugged work clothes (Jisana, 2014).

According to Armstrong and Kotler (2013), occupation influences the buying decisions and marketers try to understand those occupational groups.

➤ **Marital Status**

Another personal factor influencing the consumer behaviour is the marital status of a person. It is quite clear that married people have different requirements than the single ones. Married people mostly make their spending for their family whereas a single person spends his money to buy things only for himself. Married people also consider their family budget; however, a single person purchases the stuff if he has money in his pocket.

➤ **Income Level**

There is a positive relationship between income and spending. People who earn money would spend more while their consumption and need for luxuries increases with improvement in income (Ahmed et al., 2016).

If the income is high, then the person will purchase more expensive and luxury products and if the income is low, people try to save more money spending less.

1.2. Psychological Factors

➤ **Motivation**

Motivation is an internal state of a stimulant who has a stimulative energy. In order for consumer behaviour to be actualized, there is a need of driving power and that power is motivation. It is not possible to understand consumer behaviour without understanding the reasons behind it.

The motivation level affects the buying behavior of customers. Every person has distinct needs. A need becomes a motive when it is pressing enough to direct the person to seek satisfaction (Jisana, 2014).

A motive is something that drives a person to perform an action. (Sincero, 2012). It is a need that is sufficiently pressing to direct the person to seek satisfaction (Armstrong and Kotler, 2013).

➤ **Perception**

Perception is the entire process by which an individual becomes aware of the environment and interprets it so that it will fit into his or her frame of reference (Walters et. al, 1989: 333).

Perception is the process by which people select, organize, and interpret information to form a meaningful picture of the world (Armstrong and Kotler, 2013).

There are two types of perception:

- Auditory perception
- Subconscious perception

➤ **Learning**

According to Armstrong and Kotler (2013), learning describes changes in an individual's behaviour arising from experience.

Every consumer gains personal experience in buying goods and services. Moreover, after-buying response forms the experience of consumer (Zitkus and Puskoriute, 2013).

There are three types of learning:

- Habit
- Classic conditioning (Pavlovian)
- Operant conditioning (Instrumental)

1.3. Socio-Cultural Factors

Besides those factors, there are socio-cultural factors which influence the behaviour of consumers as well such as social values and culture. Entrepreneurs should pay attention to the values and cultures of their target market and know the people before try to sell something to them.

A good seller/marketer should be aware of all those dimensions of culture because in case they ignore the culture of their consumers, their initiative will result with a failure.

2. Consumer Behaviour In Decision-Making Process

2.1. Decision-Making in Conventional Economics Theory

2.1.1. Rational Consumer Behaviour Theory

In conventional economics theory, ideal consumer is not influenced by anything else than existing market conditions. Therefore, a consumer is an absolute rationalist who evaluates useful and useless things carefully (Öztürk, 2015: 53).

2.1.2 Irrational Consumer Behaviour Theory

In economics, psychology has sometimes become a very important factor, sometimes disappeared. In economical consumer behaviour theory; the demand is affected through herd, snob and Veblen effects (Öztürk, 2015: 55).

2.2. Decision-Making in Behavioural Economics Theory

2.2.1 Impulsive Buying

People buy something not only because they need it, but also in order to increase the quality of their life. Impulsive buying is a purchase of the consumer without having any plan by not controlling himself (Öztürk, 2015: 57).

2.2.2. Compulsive Buying

Compulsive buying is a way of buying which is caused as a result of negative situation and mood of the consumer (Öztürk, 2015: 59).

3. Consumer Behaviour After Decision Making Process

3.1. Emotions After Decision Making

Emotions are quite important in decision making of consumer. Especially negative emotions have more influence than positive emotions in decision making. As emotions are important before decision making, consumer may have many different emotions after decision making process. Consumer may feel positive emotions such as rejoicing, satisfaction or negative emotions such as disappointment, dissatisfaction, regret (Öztürk, 2015: 73).

3.2. Behaviours After Decision Making

Behaviours after decision making are related to emotions after decision making. Those behaviours could be as following (Öztürk, 2015: 104):

-Changing brand/product

-Inaction

-Suppression of regret

-Giving the product as a gift or selling

-Return of the product



CHAPTER 3

RESEARCH

1. Objective of the Research

Nowadays, in our world where the competition is currently very intense in every sector, enterprises strive to catch the attention of the consumers, to create consumer satisfaction and eventually to reach consumer loyalty. In such a competitive environment, even in small businesses such as grocery store, sellers try to keep the satisfaction level of the consumers at the highest because they value each of the consumer and they know the importance of word-of-mouth. On the other hand, governments (including Turkey) try to protect consumers who are in a weaker position against sellers. Therefore, they put law and regulations to get the consumers stronger and to build trust in commercial transactions. When the consumers are aware of their rights and how to use them, they are able to shape the behaviours of the enterprises as well. In this context, it is crucial to inform consumers about their rights and how/when to use those rights and what they could do in the event of the breach of their rights. When sellers know that consumers are informed about the law, they act properly without attempting any unlawful acts because they also will be aware of the consequences. Moreover, consumers would feel themselves more confident in buying process in case they are legally conscious.

The purpose of this research is to explore the consciousness level of consumers about Consumer Protection Law and consumer rights; to find out the impacts of being legally conscious consumer to the reactions, attitudes and behaviours of consumers, thus to see if the law influences their experiences.

In theoretical part of our study, we have explained consumer protection, consumer rights, consumer behaviour and being conscious consumer in detail. In practical part, we are going to see the connections between those subjects and how or whether they influence each other. On the other hand, our aim is to make contribution to both Law and Business fields and to show the implicit link between them. Law and Business seem two distinct subjects; however, in our research we are going to

demonstrate the overlap of them and understand that it is not possible to ignore any of them because both has the same fundamental opponent, which is “human”.

2. Importance of the Research

There are several reasons which make our study important and distinguished. Whereas there have been studies in Turkey regarding consumer law, consumer behaviour and consumer awareness (consciousness), there is a lack of research about those subjects conducted in Turkey-wide. Most of studies done before have been region or city-based and also have not explored all of those subjects at the same time. Our study has been conducted with people who live in different regions of Turkey. Also, this is a study focusing on both law and marketing in-depth and this point differs our study from others. Moreover, we focused on a concept of legally conscious consumer which has lacked in literature. Finally, this is a first study prepared in English which deals with consumer law and its impacts to the consumer behaviours in Turkey. We think that it can be a useful source for the future researchers who are going to prepare a study in both Law and Business subjects.

3. Methodology

In our research we have conducted two methods for data collection. In order to have a qualitative data we conducted an in-depth interview with different consumers in different age and occupation groups.

In-depth interviewing is a qualitative research technique that involves conducting intensive individual interviews with a small number of respondents to explore their perspectives on a particular idea, program, or situation. (Boyce and Neale, 2006).

A questionnaire is a research instrument consisting of a series of questions (or other types of prompts) for the purpose of gathering information from respondents (Gault, 1907).

At the second step of our research, we used survey method and made a questionnaire with 400 people in different gender, age, education, status and marital status groups.

3.1. In-depth Interview Method

In this research, we carried out an interview with 32 people at different gender, age and occupation groups in order to have information about consumers regarding their experiences, knowledge and behaviours. We used “semi-structured interview” technique to have a qualitative and reliable data. We had prepared questions before the interview; however, we sometimes made some comments or asked supportive questions to understand what interviewee would like to say.

Interviews have been conducted in different places such as office, factory, house, café, bank and restaurant. Before interviews, we contacted interviewees and had appointments with each of them. Interviews have been made through voice records via phone. After the completion of all interviews, those voice records have been written on papers as transcripts. We have used phenomenological method in order to understand and find out the experiences of people, to explore the effects of those experiences on them and their reactions, to know the level of legal consciousness and to have their suggestions. We prepared the in-depth interview questions and conducted interview according to the instructions of the books, *Qualitative Inquiry & Research Design* by John W. Creswell (2013) and *Nitel Araştırma Yöntemi (Qualitative Research Method)* by Hüseyin Bal (2013).

3.1.1. Scope and Limitations

We determined the sample of our interview among the people who are over 18, Turkish citizens and live in Izmir, Istanbul and Ankara. We tried to choose the interviewees from different age, education, occupation and income groups.

3.1.2. Interviewees

Table 1. Demographic Data of Interviewees

Interviewee 1 (I₁)	Gender: Male Age: 34 Education: Undergraduate Occupation: Accountant Marital Status: Married
Interviewee 2 (I₂)	Gender: Female Age: 34 Education: Primary School Occupation: Injection Operator Marital Status: Married
Interviewee 3 (I₃)	Gender: Female Age: 39 Education: Primary School Occupation: Worker Marital Status: Married
Interviewee 4 (I₄)	Gender: Female Age: 42 Education: Secondary School Occupation: Worker Marital Status: Married
Interviewee 5 (I₅)	Gender: Male Age: 48

	<p>Education: Postgraduate</p> <p>Occupation: Mechanical Engineer</p> <p>Marital Status: Married</p>
Interviewee 6 (I₆)	<p>Gender: Male</p> <p>Age: 49</p> <p>Education: Undergraduate</p> <p>Occupation: Chemist</p> <p>Marital Status: Married</p>
Interviewee 7 (I₇)	<p>Gender: Male</p> <p>Age: 61</p> <p>Education: Primary School</p> <p>Occupation: Driver</p> <p>Marital Status: Married</p>
Interviewee 8 (I₈)	<p>Gender: Male</p> <p>Age: 52</p> <p>Education: Primary School</p> <p>Occupation: Worker</p> <p>Marital Status: Married</p>
Interviewee 9 (I₉)	<p>Gender: Male</p> <p>Age: 25</p> <p>Education: Undergraduate</p> <p>Occupation: Warehouse Responsible</p> <p>Marital Status: Single</p>

Interviewee 10 (I₁₀)	Gender: Female Age: 38 Education: Undergraduate Occupation: Accountant Marital Status: Married
Interviewee 11 (I₁₁)	Gender: Female Age: 27 Education: Undergraduate Occupation: Accountant Marital Status: Married
Interviewee 12 (I₁₂)	Gender: Male Age: 48 Education: Undergraduate Occupation: Economist Marital Status: Married
Interviewee 13 (I₁₃)	Gender: Female Age: 24 Education: Postgraduate student Occupation: Legal Intern Marital Status: Single
Interviewee 14 (I₁₄)	Gender: Male Age: 30 Education: Undergraduate Occupation: Military Officer / Computer

	<p>Engineer</p> <p>Marital Status: Single</p>
Interviewee 15 (I₁₅)	<p>Gender: Female</p> <p>Age: 50</p> <p>Education: Associate degree</p> <p>Occupation: Sales Responsible</p> <p>Marital Status: Single</p>
Interviewee 16 (I₁₆)	<p>Gender: Female</p> <p>Age: 55</p> <p>Education: High School</p> <p>Occupation: Bank Employee (Retired)</p> <p>Marital Status: Married</p>
Interviewee 17 (I₁₇)	<p>Gender: Female</p> <p>Age: 62</p> <p>Education: Undergraduate</p> <p>Occupation: Teacher</p> <p>Marital Status: Married</p>
Interviewee 18 (I₁₈)	<p>Gender: Male</p> <p>Age: 67</p> <p>Education: Undergraduate</p> <p>Occupation: Administrative Chief (Retired)</p> <p>Marital Status: Married</p>

Interviewee 19 (I₁₉)	Gender: Female Age: 56 Education: Undergraduate Occupation: Engineer Marital Status: Married
Interviewee 20 (I₂₀)	Gender: Female Age: 56 Education: Undergraduate Occupation: R&D Manager / Engineer Marital Status: Married
Interviewee 21 (I₂₁)	Gender: Female Age: 56 Education: Undergraduate Occupation: Retired Marital Status: Married
Interviewee 22 (I₂₂)	Gender: Female Age: 26 Education: Undergraduate Occupation: Lawyer Marital Status: Single
Interviewee 23 (I₂₃)	Gender: Female Age: 34 Education: High School Occupation: Housewife

	Marital Status: Married
Interviewee 24 (I₂₄)	Gender: Female Age: 55 Education: Undergraduate Occupation: Quality Management Responsible Marital Status: Single
Interviewee 25 (I₂₅)	Gender: Male Age: 46 Education: High School Occupation: Real Estate Agent Marital Status: Married
Interviewee 26 (I₂₆)	Gender: Male Age: 54 Education: Undergraduate Occupation: Sales Manager / Agriculture Engineer Marital Status: Married
Interviewee 27 (I₂₇)	Gender: Female Age: 46 Education: High School Occupation: Bank Employee Marital Status: Married

<p>Interviewee 28 (I₂₈)</p>	<p>Gender: Female</p> <p>Age: 57</p> <p>Education: Undergraduate</p> <p>Occupation: Lawyer</p> <p>Marital Status: Married</p>
<p>Interviewee 29 (I₂₉)</p>	<p>Gender: Male</p> <p>Age: 26</p> <p>Education: Undergraduate</p> <p>Occupation: Businessman</p> <p>Marital Status: Single</p>
<p>Interviewee 30 (I₃₀)</p>	<p>Gender: Female</p> <p>Age: 63</p> <p>Education: High School</p> <p>Occupation: Nurse (Retired)</p> <p>Marital Status: Single</p>
<p>Interviewee 31 (I₃₁)</p>	<p>Gender: Female</p> <p>Age: 53</p> <p>Education: Postgraduate</p> <p>Occupation: Doctor</p> <p>Marital Status: Married</p>
<p>Interviewee 32 (I₃₂)</p>	<p>Gender: Female</p> <p>Age: 55</p> <p>Education: High School</p> <p>Occupation: Insurance broker</p>

	Marital Status: Married
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3.1.3. Interview Questions

Our questions are as following:

1. What does the concept of “consumer rights” mean for you? Could you briefly mention the consumer rights you know? Do you think consumer rights are enough, what are missing ones? What rights could be added?
2. From where do you obtain the information regarding consumer rights? What other means could be used to give information about consumer rights?
3. Could you possibly tell what you know about the Consumer Protection Law briefly?
4. Do you think your a. social environment b. work environment c. family know consumer rights? Do you think our society is conscious enough about consumer rights?
5. Have you ever had any experience that you benefited or wanted to benefit from Consumer Protection Law? Could you tell about it briefly?
6. If your experience influenced your subsequent product and service purchases, could you mention what influences they were and how it influenced briefly?
7. What do you do in case of the breach of your rights as a consumer? In what authorities and how do you seek your remedies? [by talking to senior manager, sending e-mail to the company, applying to legal authorities, via associations] How do you react in the event you don't seek remedy?
8. What factors are important for you in seeking your remedies? [price of the product, necessity of the product etc.] What are the reasons that you sometimes don't claim your rights? [Bureaucracy, prolongation of the process etc.]
9. What are “conscious consumer” and “legally conscious consumer” for you? Do you think you are a legally conscious consumer? If yes, can you give an example to show you are?

10. What can be done in order to improve increase the legal consciousness of consumers in our society? What is the role of education in that?
11. What conditions are required in order for you to feel legally protected as a consumer? What is the role of government in that?
12. What are 4 most important things for you when you buy a product?
13. How would being aware of Consumer Protection Law and consumer rights affect your buying decisions? What is the reason for you thinking that?

3.1.4. Results

Interviewees' opinions and answers have been written without giving their names because of the privacy. We code interviewees as "I". From now on, they will be called as I₁, I₂ etc.

In this part of research, questions have been grouped according to the categories which are "Knowing Consumer Rights and Consumer Law", "Using Consumer Rights" and "Being Legally Conscious Consumer".

a. Knowing Consumer Rights and Consumer Law

When we asked interviewees about the concept consumer rights and which rights they can count, we realized that almost all of them know a couple of rights which have been granted to consumers in the world and in Turkey. However, they don't even know most of their rights. Consumers in Turkey know only rights related to defective goods such as "return right", "replacement right", "repair right" because they mostly use their rights when they need compensation of their damage.

I₁₈ defined the concept of consumer rights as "*Assurance of buying.*" whereas I₂₃ defined it "*Consumer rights are the rights protecting the consumer against manufacturer as a result of purchasing.*" I₅ described it as "*Rights used in case of being aggrieved in a commercial relationship*" while I₂₂ said "*Consumer rights are legal rights of a person who bought any goods or services.*"

With respect to the consumer rights known, almost all of them mentioned rights about defective goods and the right of withdrawal. On the other hand, I₁₅ mentioned rights such as "*right to be informed, right to use healthy products*". I₂₉ emphasized the

“consumer health and security rights” whereas I₆ and I₁₂ told *“right to apply Consumer Arbitration Committee and Consumer Court”*.

Most of interviewees do not demand new rights; but they would like the actual rights to be used and taught. However, I₂₄ would like to have *“right to access reliable information, right to solve the problem about product in reasonable time.”*

When we asked the means to obtain information about consumer rights, majority of our interviewees said that they use internet and TV. I₁₇, I₁₈, I₂₂ and I₂₈ told that they read laws and regulations in order to have information whereas I₂₀ and I₂₃ said that they have been given training in the companies they worked. I₂₄ said *“I learn information about consumer rights from the user guide of companies or product instructions. Additionally, if I buy some product or service which are sold by contracts, I read the parts of contracts such as ‘right of withdrawal’, ‘right to return’, ‘right to replace’ to learn about details.”* I₁, I₅, I₂₁ and I₂₅ emphasized that they mostly learn through word-of-mouth by asking people around them. I₇ and I₈ said that they call consumer rights association to obtain information.

We also asked that which means could be used to give information about consumer rights. There have been some good ideas. I₅ suggested that *“Signboards illustrating the rights of consumers and what they can do could be put to the places where we buy products or services.”* I₆ said *“Government and companies may send information messages and notifications via applications. Also in the internet, some information letters can appear while we surf in the internet.”* I₈, I₁₂, I₁₄, I₁₈ suggested that some conferences and seminars could be organized by municipalities and district governorates. I₂₀ said *“Trainings can be given to all employees in companies at every sector.”* On the other hand, most of interviewees think it might be a good idea to hand out some brochures and to broadcast “public service ads” about consumer rights on TV. I₂₃ said *“They may tell about consumer rights in some high-rated TV series to get the audiences more conscious about such issues.”*

When we asked if they can tell what they know about Consumer Protection Law (TKHK no. 6502);, majority of interviewees answered that they just know the existence and the objective of the Consumer Protection Law; however they do not know the

content of the Law. Only few of interviewees could talk about the Law. I₂₄ said *“Consumer Protection Law is a set of rules which regulates the rights of consumer and obligations of seller/manufacture related to all consumer products including door-sales contracts, sports events, camping, vacation, time-share vacation.”* I₂₃ defined the objective of the Law as *“To economically secure the consumer.”* I₂₈ said *“I read and know the Law. It regulates the rights of consumers’ at buying process, contracts and consumer loans, housing loans, legal authorities which consumers can apply, sanctions in the event of the breach of rights.”*

General opinion of interviewees is that the society is not conscious about consumer rights. However, I₁₄ said *“I believe that Turkish people are more conscious about consumer rights than the people in other countries. People in Turkey cannot tolerate unfairness and tortuosity as well as they know how to claim their rights better.”*

When we asked the level of consciousness in the social, work environment and family of interviewees; I₉, I₁₃, I₁₄, I₁₇, I₁₈, I₂₃, I₂₆ and I₂₈ said that they have people who are conscious about consumer rights in their environment. Especially most of those also stated that they have lawyer people around them. That is the reason why their environment is familiar with consumer rights.

b. Using Consumer Rights

We asked interviewees if they had any experience that they benefited or wanted to benefit from the Consumer Protection Law and wanted them to tell about their experience. After they had told their experience, we asked if that experience influenced their consecutive buying decisions.

Some of interviewees had problem about defective products and they solved without applying to legal authorities because the stores where they had bought the product solved their problem hesitating the Law. However, some of them had experiences which have not been solved and taken to the legal authorities or which are different than defective products problems.

I₁ said *“I bought a product from a reputable store. I came home and noticed that the product is not original. I immediately sent an e-mail to the directors of the store.*

They refunded the price to my account as soon as possible by taking the product back. Regarding the influence, of course it influenced my buying decisions. If your problem is not solved, your opinions about that company are changing. It pushes you to buy from corporate places, places which have wider service network.”

I₆ said “I bought family-size inflatable swimming pool from internet. When the product delivered, I realized that it is a baby-size pool. I tried to call the seller, but they didn’t help me. So, I applied to Consumer Arbitration Committee. They gave a decision in my favour. However, they said that I should put this verdict into enforcement. Because I don’t have a time and I hesitate to spend more money for that, I didn’t continue the process. Before, committee was following all procedures. But now, they don’t do it. About the influence, I prefer buying from bigger firms such as Hepsiburada, Gittigidiyor. You cannot find contact in others. ”

I₈, I₁₈, I₂₇ and I₃₂ said “I went to Consumer Arbitration Committee for the account maintenance fee charged by the banks. My application resulted positively. Of course my trust to the Law has increased.”

I₁₂ said “I had an experience about housing loan. Bank wanted to charge expertise and some additional fees. I applied to Consumer Arbitration Committee and took my money back. It has been a positive conclusion. Now, we buy feeling more confident.”

I₁₃ said “We bought house furniture. When it has been delivered, we noticed that it was not the same model we had ordered. We applied to Consumer Arbitration Committee. We could not solve it because we could not prove it. I also had an experience in a cosmetics store. I came to the cash and saw that the real price and label price of the product are different. I talked to the manager and explained that they are wrong according to the Consumer Protection Law. He apologized and gave me the product with its label price. Regarding the influence, I don’t get scared while buying. I buy a lot of products from internet. I don’t have any concern about buying because I know that the Law protects me. But after my experience, I am more careful about the proof when I buy something.”

I₁₄ said *“I bought shoes from Adidas. After I had worn it around 3 months, it has been pierced. I took it to the store. They said they will examine it for a week. Then they gave negative answer saying it is the fault of consumer. I applied to Consumer Arbitration Committee. They gave decision in my favour. I went to the store with the decision paper and told that I don’t want to replace the product with a new and I want to be refunded. Eventually, they gave my money back. About the influence, I am more brave now. I applied in my first experience and I could have a positive result. Therefore, I said that the government is behind me and I felt impressed.”*

I₂₁ said *“I gave my dress to the drywasher. They burned my dress. I went to Consumer Arbitration Committee; however, I couldn’t prove that they burned it because I didn’t have a written letter or receipt. So, my application was rejected. Of course, it affected me negatively. I never applied to Consumer Arbitration Committee again. It is not easy for us to go to court. I didn’t go to court when I didn’t have a positive result from Consumer Arbitration Committee.”*

I₂₂ said *“I bought a saucepan set a year ago which cost around 1.300 TL. After using saucepans once, they became tarnishing. Therefore, I applied to Consumer Arbitration Committee with the request of refund of the price of the set according to the Consumer Law-Warranty Certificate Regulations.” Experts have checked the set and they rejected our claim. Because we had no time, we didn’t proceed. When I buy a product; I pay more attention to the content of warranty certificate, return conditions.”*

I₂₃ said *“I bought expensive shoes for my son from a nice brand’s store when he was 2 years old. After the first wearing, shoes made his feet smell really bad. I took the shoes to the store immediately. Store manager also got surprised about the bad smell. Eventually they gave me a new product in return of the previous one. So, I didn’t need to go to Consumer Arbitration Committee since it was solved in store. Regarding the influence, of course it affected my buying decisions. I never bought shoes again from that brand neither for me nor for my sons.”*

I₂₆ said *“After death of my father, there was a time-share property inherited to us. Because my father never used it, I asked the company to cancel this process and told them I will not use this property. They rejected my request. Thereupon, we filed a*

lawsuit in Consumer Court. Eventually, we were justified after the case and the company returned us the amount which my father paid them. Therefore, we used our right of withdrawal about a time-share property. Also I had two more experiences but I didn't need to apply an official authority because the problems have been solved by companies. One of them is about my fridge. I had used it approximately 8-10 years. I called the authorized technical service of the brand for my fridge. Service man made the fridge unusable during its repairment. After that, I proved that there was a fault of the service man about that the product became defective. As a result, because their technical service was responsible of that defect, even if I had used the product for 8-10 years and I did not have a warranty anymore, the company gave me a new fridge for free. The second experience is about my phone. I had an Iphone and suddenly some spots appeared on the screen without my fault. I gave it to the technical service. Finally the technical service replaced my phone with a new one even if I didn't even ask for that because there was a defect on the phone and it was a defective product. After my experiences, my confidence to this law has increased. Especially in defective products”

I₂₈ “I had several experiences. First of them is about sandwich toaster we bought. When we put it to the plug, it blew the fuse (electricity) of our house. We had an invoice. Also warranty period weren't completed yet. When we took it to the store, they wanted us to leave the product and let them repair it. However, I knew that I have some other rights that I could use in such a situation, I wanted to use “replacement with a new one” right instead of “repair” right. After that, sales responsible talked to their director and accepted my request. Because they accepted it, I didn't need to apply to the Consumer Arbitration Committee or court. Another experience was about my online shopping. I bought a luggage from an online store. When the product has been delivered, I noticed that I chose a small-size luggage which was actually my fault. However, I wanted to replace the luggage with a big-size paying the price difference between two products. They accepted my request. My third experience was about supermarket bag. I bought some expensive drink from the supermarket and put it to the bag which has been given by supermarket. While I was carrying the bag to my home, the bag was torn and the bottle of the drink has been broken. Even if there was only

this bottle inside the bag, it has been torn because the bag was defective. So, I took the bag and my receipt to the consumer services of the supermarket and showed it. They accepted that it is their fault and gave me a new bottle for free. Moreover, in 2011, I used a housing loan from a bank. They made a life insurance on behalf of my name. Until 2014, the insurance has been renewed every year. The bank officer told me that it is obligatory to make this insurance if I would like to take this loan. In 2014, I have been informed that it is not obligatory to make life insurance for loans without the request of the consumer. I went to the bank and told them about this change in the Consumer Protection Law and that I don't want to renew the insurance for the next period. Eventually, I do not make a life insurance for my ongoing loan anymore and I don't pay its price anymore. Finally, I have used my right of free repair many times within the warranty period for white appliances. Regarding the influences of my experiences, I feel more protected and secure. I believe that when a person seeks his remedy, he gets the result. That is why I don't have any concern while buying something."

I₂₉ said "I bought a product from Hepsiburada website. The product was damaged in cargo and I noticed it as soon as it has been delivered to me. I immediately prepared a written report. By sending the report to the company, I returned to product and they refunded my money. Also I sent back the product I had bought because of its price without using it through my right of withdrawal. I have been refunded in that situation as well. In Turkey, I believe that consumers are protected at online shopping when they buy from corporate companies. I used my return and withdrawal rights. In both situations, the process was really fast and easy. I didn't have any inconvenience. That is the reason why I buy products from internet without having any doubt because I know that I can return it in case I have a problem."

I₃₂ said "I applied to Consumer Arbitration Committee for the file fees charged by banks while taking a loan. I requested file fees to be refunded to me retroactively. In government banks, I didn't have any problem and took the money back after providing necessary documents. However, despite the adjudication, there have been private banks which didn't refund my money because I couldn't provide retroactive documents and

banks didn't send those necessary documents. This was a barrier for me to seek my remedy. About the influence, I try not to go to that bank again after my experience."

When we asked consumers what they do in case of the breach of their rights and how they react when they don't claim their right, we had plenty of different answers.

I₅ said *"Firstly, I go to the sales responsible, then to his director and then I send e-mail to or call customer services. I don't usually go to legal authorities for the inferior and cheap products. If I don't claim my right, I write my complaint on the internet in order to inform other people. Or I tell my friends not to go to this place."*

I₈ said *"Firstly, I go to the place I bought the product. I give them the proof that the product is defective. If they don't solve my problem, I go to consumer rights association and want them to help me. If they cannot, I go to Consumer Arbitration Committee or court. If I don't claim my right, I show my relations that this product is defective and state that 'I did a mistake, you don't do it.' Or I complain the sales responsible to his director."*

I₁₂ said *"I firstly go to the store, if it doesn't get solved and it is a cheap product, I don't continue the proceeding. If it is an expensive product, I go to all legal authorities till the court. If I don't claim my right, I never buy from that store again, also tell my friends or relatives not to buy from them."*

I₁₃ said *"I apply to the court after completing any other ways. I try to solve in store. If I cannot and if it is a foreign company, I send e-mails to their both Turkish distributor and then to their headquarters. If I cannot solve, then I apply to legal authorities. If I don't claim my right, I write comments on Şikayetvar.com or I mold public opinion through Twitter or ekşisözlük.com."*

I₂₄ said *"I try to solve problem firstly with the one who sold the product. If I cannot solve, I apply to consumer complaints department of the firm. Unless I can still solve, I make a complaint to consumer associations and official institutions. If I don't claim my right, I prefer not to buy again from that store and I warn my relations about that."*

I₃₂ said *“Firstly I talk to director of the store. If I cannot solve, I send e-mail to the owner of the store. If I still cannot reach a solution, I apply to Consumer Arbitration Committee. I generally claim my right. There are few times I didn’t seek remedy. If it is a cheap product, I may not claim my right. However, if it is a brand which I am already pleased to use, I continue buying and some little problem does not change my mind.”*

When we asked consumers what kind of factors are important for them to claim their rights and what are the reasons pushing them not to claim their right sometimes;

I₄ said *“Price is important because if I buy something expensive, I may claim my right; but I may not if it is a cheap product. Regarding the reasons of not claiming our right, we can count ignorance, not having enough time, long processes. It would be better if there is a possibility of application via internet.”*

I₁₃ said *“Attitude is important to me. The attitude of the store owner or the salesman pushes me to claim my right. If they apologize, I may not take an action. But if they talk to me in a bad way, then I claim my right. Also if the product I bought is an inferior product, then I don’t waste my time with too much paperwork.”*

I₁₄ said *“I claim my right anyhow. Nobody wants to get fooled even if it is only for 1 TL.”*

I₁₉ said *“Price and importance of the product and attitude of the seller. If it is not an expensive product, bureaucracy and long process get me tired. That is why I may not claim my right if that’s the case.”*

I₂₈ said *“If the product is quite necessary for me, then I definitely claim my right. However, if that product is easily replaced, I may give up. But of course, if the price of the product is high, I strive to seek remedy. If the price is not high and claiming right will be taking my time, then I don’t spend effort.”*

c. Being Legally Conscious Consumer

We asked our interviewees to define conscious consumer and legally conscious consumer and then we asked if they think they are legally conscious consumer.

I₆ said “*Conscious consumer is the consumer who checks the product and its quality before buying. But legally conscious consumer is the one who pays attention to warranty certificate, receipt and invoice and who knows how to use their rights. I believe that I am a legally conscious consumer.*”

I₈ said “*Legally conscious consumer is the consumer who knows law and regulations and his rights in detail but also who use those rights. I don’t think I am a legally conscious consumer.*”

I₁₁ said “*Legally conscious consumer is the consumer who is seeking his rights. I don’t think I am a legally conscious consumer.*”

I₁₃ said “*Conscious consumer is the consumer who buys the product he needs and who doesn’t believe every advertisement he sees. Legally conscious consumer is the consumer who knows his legal rights, is aware of them, who buys knowing that he will not be aggrieved. I believe that I am legally conscious consumer. At least, I can use the Law if necessary.*”

I₂₆ said “*Conscious consumer is the consumer who buys products which he really needs, who does not waste his money, who buys very carefully after making a research. Legally conscious consumer is the one who is capable of making a buying decision by knowing his rights. I believe I am a legally conscious consumer. I always take receipts and invoices, warranty certificate, and choose the products after scrutinizing.*”

I₂₈ said “*Conscious consumer is an upper notion, also involves legally conscious consumer. Conscious consumer is the consumer who buys a product or service according to his essential requirements, researches in order to buy quality, secure, cheap and healthy products, knows and uses consumer rights, does not act under the influence of advertisements. In this definition, the consumer who knows and uses consumer rights is legally conscious consumer. I believe I am a legally conscious consumer. I pay attention to warranty and after-sales service for durable goods. If I am going to sign a contract, I read it well. (Mainly contracts with banks) I keep receipts, invoices, warranty certificate, user guides. After buying, in case return, repair or*

replacement is needed, I use those rights. If my problem doesn't get solved, I know which authorities I can apply."

I₃₂ said *"Conscious consumer is the consumer who considers the necessity of the product or service he will buy, who makes research and compares with other products before buying. Legally conscious consumer is the one who is aware of his rights and legal sanctions in case of the breach of those rights. I believe I am a legally conscious consumer."*

We asked our interviewees what could be done to increase the legal consciousness in our society and what the role of education is about that.

I₃ said *"Courses can be given or broadcasts may take place on media. Education has an important role. Consumer rights can be taught in school at an early age. If our children learn, they may inform us too. So we can get conscious as well."*

I₆ said *"We should strengthen the logic of prevention. Government should prevent the things which may cause unjust suffering for the consumer. Supervision and deterrence are important. Education is important as well. However, it should be practical education; theoretical education would not be enough because we don't like reading."*

I₈ said *"Seminars and courses may be given to people. Practical lessons would be useful to develop the consumer mindset of children."*

I₁₃ said *"Some events can be organized in shopping malls in order to increase the legal consciousness of people. I believe that children also need to learn consumer rights at an early age."*

I₁₄ said *"Education is crucial. But I don't think it will be sufficient only with a class at school. Municipalities and district governorates can organize some events and conferences in order to get the people conscious."*

I₁₇ said *"Non-governmental organizations and parties' women branches can put this issue in their plans and when they go to villages or small towns, they can give*

information to people about consumer rights. Education is important but only lessons at school are not enough.”

I₂₄ said “In order to increase the legal consciousness in our society, consumer associations, official authorities (such as Ministry of Justice, Ministry of Labor and Social Security, Ministry of Customs and Trade, Ministry of Health) can mutually prepare public service ads which involve related law articles and aims to inform consumers. Also some lessons may be given regarding the consumer protection and consumer rights at school.”

I₂₅ said “Government via TV media, printed media, radio can inform people or organize some seminars in different cities and improve consciousness. Also at schools, they may put educational branches or classes about consumer protection because ‘as the twig is bent, so grows the tree’”

I₂₆ said “This subject should be studied at school as a compulsory class in high school or secondary school. At least children can learn their rights, Consumer Protection Law. For example, when we were child, we had a class named “Commerce” in our secondary school. They taught us about the commercial life and accounting. If they teach the Consumer Protection Law at school, children will be more careful in buying process in the future. For instance, they will receive receipt and invoice and save them because they will know the importance of them.”

We asked our interviewees what conditions are required in order for them to feel legally protected as a consumer and what the role of government is in that.

I₅ said “Sanctions are important. Government should have a supervision mechanism being proactive rather than being reactive. If necessary, government may give penalty points to the sellers.”

I₁₂ said “In order to protect consumer, supervision in manufacturing and selling network must be increased.”

I₁₃ said “Government may found a website like şikayetvar.com. Therefore, problems can be solved quickly and easily.”

I₁₈ said *“Courts must be impartial, judges must be well-educated and honest, legal processes must be quicker and easier.”*

I₁₉ said *“In order for me to feel protected as a consumer, firstly I should see that the consumer rights are applicable. It is important that laws are functional. Government is responsible to put and implement the protective laws.”*

I₂₄ said *“In order for me to feel protected, I should be sure that the product I am buying has been manufactured in accordance with the related regulations and I should know that products are supervised by official authorities. Government must prevent products which threat consumers’ health, damage them financially, does not fit the claims of manufacturer firm in their advertisements to be sold and protect consumers by supervision mechanism and penal approaches. Also bureaucratic procedures must be shortened and eased. Goal-oriented approach...”*

I₃₁ said *“Government is supposed to check the standards of the goods which are sold in supermarkets and shopping malls. Products sold needs to be supervised if they are conformed with the features defined in related regulations.”*

We asked our interviewees what the most 4 important things for them when they are buying something.

I₁: 1)Warranty 2)Service network 3)Price 4)Quality

I₂: 1)Need 2)Price 3)Quality 4) Userfriendliness

I₃: 1)Quality 2)Price 3)Warranty 4)Durableness

I₄: 1)Quality 2)Price 3)Warranty 4)Service network

I₅: 1)Quality 2)Price 3)Convenience 4)Corporateness

I₆: 1)Quality 2)Price 3)Service network 4)Fast-delivery

I₇: 1)Price 2)Quality 3)Warranty 4)Expiry date

I₈: 1)Certificates 2)Price 3)Service network 4)Accessibleness

- I₉: 1)Quality 2)Price 3)Utility 4)Appearance
- I₁₀: 1)Quality 2)Price 3)Need 4)Service network
- I₁₁: 1)Quality 2)Service network 3)Price 4)Warranty
- I₁₂: 1)Price 2)Quality 3)Service network 4)Warranty
- I₁₃: 1)Quality 2)Price 3)Need 4)Durableness
- I₁₄: 1)Durableness 2)Need 3)Consumer Support 4)Price
- I₁₅: 1)Price 2)Warranty 3)Visual quality 4)Trustworthiness of seller
- I₁₆: 1)Quality 2)Design 3)Price 4)Service network
- I₁₇: 1)Quality 2)Durableness 3) Price 4)Utility
- I₁₈: 1)Quality 2)Price 3)Being aesthetic 4)Need
- I₁₉: 1)Price/quality 2)Durableness 3)Consumption date 4)Need
- I₂₀: 1)Quality 2)Service network 3)Past experiences 4)Price
- I₂₁: 1)Quality 2)Healthiness 3)Price 4)Warranty
- I₂₂: 1)Price 2)Quality 3)Return and replacement conditions 4)Service network
- I₂₃: 1)Appearance 2)Functionality 3)Quality 4)Price
- I₂₄: 1)Need 2)Price/Quality 3)Service-Warranty 4)Consumer service
- I₂₅: 1)Usableness (Performance) 2)Quality 3)Price 4)After-sales services
- I₂₆: 1)Quality 2)Price 3)Usableness 4)Service network
- I₂₇: 1)Quality 2)Need 3)Price 4)After-sales services
- I₂₈: 1)Need 2)Quality 3)Warranty-After sales services 4)Price
- I₂₉: 1)Price 2)Quality 3)Warranty 4)Service and maintenance network
- I₃₀: 1)Trustworthy company 2)Warranty 3)Quality 4)After-sales services

I₃₁: 1)Satisfaction of need 2)Price 3)Userfriendliness 4)Quality

I₃₂: 1)Need 2)Durableness 3)Appearance 4)Price

When we asked how being aware of Consumer Protection Law and consumer rights would affect buying decisions;

I₅ said *“It is not a criteria. We buy if we need.”*

I₈ said *“Of course I feel much more comfortable while buying, I would know I didn't get fooled and I buy confidently.”*

I₁₀ said *“I buy more comfortably but do I buy more? I personally don't!”*

I₁₂ said *“Of course. If a person knows his rights, he acts more comfortably. Because he knows his rights, he doesn't lose time. He takes action and reaches solution quickly.”*

I₁₃ said *“It pushes me to buy more. If you are conscious consumer, you buy more because you can buy without getting scared. I already return half of the products I bought. If I bought getting scared, I would buy ¼ of this.”*

I₁₄ said *“I believe that it would have an effect especially at internet purchases. When a person is more conscious, he can be much more courage and buy more comfortably.”*

I₂₈ said *“Yes it would affect me in a good way because it makes you feel to know a government support behind me when I defend my rights. When you buy something, it is an advantage to know about the law and rights for both buyer and seller.”*

I₃₂ said *“Being aware of that their rights are protected by government would make consumers give buying decisions faster and more confidently and knowing that a defective product could be returned easily gets them psychologically comfortable.”*

3.2. Survey (Questionnaire) Method

In this step, we made a questionnaire consisting of 3 sections and 18 questions in total with 400 people in Turkey. Questionnaires have been conducted via internet.

Minimum age for applicants have been determined as 18. Applicants were also supposed to be people who live in Turkey. However, there was no limitation regarding the region or city of the participant.

Questionnaire form has been prepared after the detailed literature review. We structured the choices of the answers as “Yes” or “No”. We did not put a choice of “A little bit” or “Moderately” because we didn’t expect them to have a 100% knowledge about questions. The topic is required expertise and we guess that nobody can know all details about them. We expected applicants to choose “Yes” if they know about it a little bit. Therefore, we decided to give them two possible answers to choose in order to have a reliable data of positive and negative answers.

Similar researches have been conducted by Kayalı (2008), Gök et al. (2018), Kaynak and Akan (2011), Şahin and Kor (2009), Çelebi and Bayrakdaroğlu (2018).

3.2.1. Scope and Limitations

We used snowball sampling method while determining our sample. We contacted some people firstly; after that, through some of their help, we could reach other participants. Therefore, we didn’t determine the general age, gender, education level and occupation. However, we limited the survey with minimum age and location. We asked participants to be over 18 and live in Turkey.

Because it was a snowball sampling, there were not too many primary and secondary school graduates participated our research.

3.2.2. Survey Questions and Answers

Q₁: Do you have knowledge about consumer rights?

Q₂: Do you know if there is any law regarding the protection of consumer rights in Turkey?

Q₃: Do you know the content of the Consumer Protection Law no. 6502?

Q₄: Do you know to which legal authorities you can apply in case of the breach of consumer rights?

Q₅: Do you know what consumer rights you can use in the event that you have purchased a broken or a defective product or service?

Q₆: Do you know what the right of withdrawal is?

Q₇: Do you think you are a conscious consumer?

Q₈: Have you ever had any training regarding the consumer awareness?

Q₉: Are you a member of any consumer association or organization?

Q₁₀: Have you ever had any experience that you benefited from the Consumer Protection Law?

Q₁₁: Have you ever applied to "Consumer Arbitration Committee" or "Consumer Court"?

Q₁₂: Do you claim your right in case you have a problem with the product or service you purchased?

Q₁₃: Do you believe that claiming right about the product or service purchased would reach a solution?

Q₁₄: Do you think that having knowledge about the rights and sanctions stated in the Consumer Protection Law no. 6502 would have an impact on your purchasing decisions?

Q₁₅: Do you think that the existence of the Consumer Protection Law no. 6502 affects the behaviours of consumers?

Q₁₆: Have you ever not used your legal right as a consumer because you thought the solution process of the problem will take time?

Q₁₇: Do you believe that consumer rights are protected enough by the government?

Q₁₈: Do you think our society is conscious enough about consumer rights?

3.2.3. Participants

In this part of the study was reported that the socio-demographic characteristics of the participants. Four hundred participants agreed to volunteer for this study. Tables 1 summarized the descriptive statistics of the socio-demographic variables. The study variables included the independent variables of gender, age, education, job status and marital status. Mean and standard deviation scores were used to summarize the continuous measured study variables while frequency and percentage summaries are used to summarize the categorical measured study variables. First, in terms of gender, more than half (68.0%) of the participants in the sample were women. For age, many of the participants in the sample were ranked in the 51-60 age group (25.8%) in addition our sample consisted of 18.8% 41-50 and 14.4 % 60 years old and over. In terms of education level, more than half (66.5%) of the participants in the sample were in undergraduate and 21.8% high school. The sample was 56.0% married and 44.0% single. Lastly, in terms of job status, many of the participants in the sample were worked in retired (38.8%) and employee (32.0%).

Table 2. Frequency and Percentage Summaries of Socio -Demographic Variables

		Count	Column N %
Gender	Female	272	68.0
	Male	128	32.0
Age	18-22	66	16.5
	23-30	48	12.0
	31-40	49	12.2
	41-50	75	18.8
	51-60	103	25.8
	60 +	59	14.8
Education	Primary / Secondary School	6	1.5%
	High School	87	21.8
	Undergraduate	266	66.5
	Postgraduate	41	10.2
Status	Employee	128	32.0
	Retired	155	38.8
	Employer/Merchant /Craftsman	29	7.2
	Student	72	18.0
	Unemployed	16	4.0
Marital Status	Single	176	44.0
	Married	224	56.0

3.2.4. Results

Table 3. Frequency Analysis

	No		Yes	
	Count	Row N %	Count	Row N %
Q1: Do you have knowledge about consumer rights?	90	22.5%	310	77.5%
Q2: Do you know if there is any law regarding the protection of consumer rights in Turkey?	36	9.0%	364	91.0%
Q3: Do you know the content of the Consumer Protection Law no. 6502?	243	60.8%	157	39.3%
Q4: Do you know to which legal authorities you can apply in case of the breach of consumer rights?	105	26.3%	295	73.8%
Q5: Do you know what consumer rights you can use in the event that you have purchased a broken or a defective product or service?	96	24.0%	304	76.0%
Q6: Do you know what the right of withdrawal is?	124	31.0%	276	69.0%
Q7: Do you think you are a conscious consumer?	111	27.8%	289	72.3%
Q8: Have you ever had any training regarding the consumer awareness?	364	91.0%	36	9.0%
Q9: Are you a member of any consumer association or organization?	395	98.8%	5	1.3%
Q10: Have you ever had any experience that you benefited from the Consumer Protection Law?	234	58.5%	166	41.5%
Q11: Have you ever applied to "Consumer Arbitration Committee" or "Consumer Court"?	279	69.8%	121	30.3%
Q12: Do you claim your right in case you have a problem with the product or service you purchased?	26	6.5%	374	93.5%
Q13: Do you believe that claiming right about the product or service purchased would reach a solution?	152	38.0%	248	62.0%
Q14: Do you think that having knowledge about the rights and sanctions stated in the Consumer Protection Law no. 6502 would have an impact on your purchasing decisions?	106	26.5%	294	73.5%
Q15: Do you think that the existence of the Consumer Protection Law no. 6502 affects the behaviours of consumers?	171	42.8%	229	57.3%
Q16: Have you ever not used your legal right as a consumer because you thought the solution process of the problem will take time?	198	49.5%	202	50.5%
Q17: Do you believe that consumer rights are protected enough by the government?	338	84.5%	62	15.5%

Q18: Do you think our society is conscious enough about consumer rights?

387

96.8%

13

3.3%

Q1) Do you have knowledge about consumer rights?	Number	Percentage (%)
Yes	310	77.5
No	90	22.5
Total	400	100

77.5 % of participants think they know consumer rights well.

Q2) Do you know if there is any law regarding the protection of consumer rights in Turkey?	Number	Percentage (%)
Yes	364	91
No	36	9
Total	400	100

91 % of participants know that there is a law about consumer protection in Turkey.

Q3) Do you know the content of the Consumer Protection Law no. 6502?	Number	Percentage (%)
Yes	157	39.3
No	243	60.7
Total	400	100

60.7 % of participants do not know the content of Consumer Protection Law even if majority of them know that there is a law.

Q4) Do you know to which legal authorities you can apply in case of the breach of consumer rights?	Number	Percentage (%)
Yes	295	73.8
No	105	26.2
Total	400	100

73.8 % participants know which legal authorities (Consumer Arbitration Committee, Consumer Court) they can apply in case of the breach of consumer rights.

Q5) Do you know what consumer rights you can use in the event that you have purchased a broken or a defective product or service?	Number	Percentage (%)
Yes	304	76
No	96	24
Total	400	100

76 % of participants know what rights they can use in the event they have purchased a broken or a defective product or service.

Q6) Do you know what the right of withdrawal is?	Number	Percentage (%)
Yes	276	69
No	124	31
Total	400	100

69 % of participants know the meaning of the right of withdrawal.

Q7) Do you think you are a conscious consumer?	Number	Percentage (%)
Yes	289	72.3
No	111	27.7
Total	400	100

72.3 of participants think they are a conscious consumer.

Q8) Have you ever had any training regarding the consumer awareness?	Number	Percentage (%)
Yes	36	9
No	364	91
Total	400	100

Only 9 % of participants have attended some training regarding the consumer awareness.

Q9) Are you a member of any consumer association or organization?	Number	Percentage (%)
Yes	5	1.25
No	395	98.75
Total	400	100

Only 1.25 % of the participants are a member of a consumer association or organization.

Q10) Have you ever had any experience that you benefited from the Consumer Protection Law?	Number	Percentage (%)
Yes	234	58.5
No	166	41.5
Total	400	100

58.5 % of participants have had an experience / experiences that they benefited from the Consumer Protection Law.

Q11) Have you ever applied to "Consumer Arbitration Committee" or "Consumer Court"?	Number	Percentage (%)
Yes	121	30.25
No	279	69.75
Total	400	100

30.25 % of participants have applied to Consumer Arbitration Committee or Consumer Court in order to claim their right.

Q12) Do you claim your right in case you have a problem with the product or service you purchased?	Number	Percentage (%)
Yes	374	93.5
No	26	6.5
Total	400	100

93.5 % of participants claim their right (apply to legal remedies or company itself) when they have a problem with the product or service they bought.

Q13) Do you believe that claiming right about the product or service purchased would reach a solution?	Number	Percentage (%)
Yes	248	62

No	152	38
Total	400	100

62 % of participants believe it would reach a solution when they claim right (apply to legal remedies or company itself) about the product or service they bought.

Q14) Do you think that having knowledge about the rights and sanctions stated in the Consumer Protection Law no. 6502 would have an impact on your purchasing decisions?	Number	Percentage (%)
Yes	294	73.5
No	106	26.5
Total	400	100

73.5 % of participants think that having knowledge about the rights and sanctions stated in the Consumer Protection Law no. 6502 would have an impact on their purchasing decisions.

Q15) Do you think that the existence of the Consumer Protection Law no. 6502 affects the behaviours of consumers?	Number	Percentage (%)
Yes	229	57.25
No	171	42.75
Total	400	100

57.25 % of participants believe that the existence of the Consumer Protection Law no. 6502 affects the behaviours of consumers.

Q16) Have you ever not used your legal right as a consumer because you thought the solution process of the problem will take time?	Number	Percentage (%)
Yes	202	50.5
No	198	49.5
Total	400	100

50.5 % of participants gave up using their legal right as a consumer because they thought the process will take too long.

Q17) Do you believe that consumer rights are protected enough by the government?	Number	Percentage (%)
Yes	62	15.5
No	338	84.5
Total	400	100

84.5 % of participants don't believe that their rights are protected enough by the government.

Q18) Do you think our society is conscious enough about consumer rights?	Number	Percentage (%)
Yes	13	3.25
No	387	96.75
Total	400	100

96.75 % of participants think our society is not conscious enough about consumer rights.

Some questions (Q1, Q4, Q7, Q10, Q12, Q17) have been determined in order to see if consumers are legally conscious enough, if they use their rights and the Law as well as if they think they are protected enough by the government.

		Q1: Do you have knowledge about consumer rights?				Chi-Square Test	
		No		Yes		X ²	p
		N	%	N	%		
Gender	Female	58	21.3%	214	78.7%	0.675	.411
	Male	32	25.0%	96	75.0%		
Age	18-22	25	37.9%	41	62.1%	21.340	.001
	23-30	8	16.7%	40	83.3%		
	31-40	12	24.5%	37	75.5%		
	41-50	22	29.3%	53	70.7%		
	51-60	19	18.4%	84	81.6%		
	60 +	4	6.8%	55	93.2%		
Education	Primary / Secondary School / High School	29	31.2%	64	68.8%	6.837	.033
	Undergraduate	56	21.1%	210	78.9%		
	Postgraduate	5	12.2%	36	87.8%		
Status	Employee	29	22.7%	99	77.3%	13.780	.008
	Retired	24	15.5%	131	84.5%		
	Employer/ Merchant /Craftsman	6	20.7%	23	79.3%		
	Student	27	37.5%	45	62.5%		
	Unemployed	4	25.0%	12	75.0%		

A chi square test of independence was computed to determine whether participants have knowledge about consumer rights (yes, no) is independent of gender (female, male). The results are not significant, $\chi^2=0.675$, $p=0.411$. We fail to reject the null hypothesis that the participants' possession of knowledge about consumer rights is

the same across all female and male, and conclude that participants' possession of knowledge about consumer rights is not related to gender.

A chi square test of independence was computed to determine whether participants have knowledge about consumer rights (yes, no) is independent of age (18-22, 23-30, 31-40, 41-50, 51-60, 60+). The results are significant, $\chi^2=21.340$, $p=0.001$. We reject the null hypothesis that the participants' possession of knowledge about consumer rights is the same across all age groups, and conclude that participants' possession of knowledge about consumer rights is related to age.

A chi square test of independence was computed to determine whether participants have knowledge about consumer rights (yes, no) is independent of education (primary/secondary school/high school, undergraduate, postgraduate). The results are significant, $\chi^2=6.837$, $p=0.033$. We reject the null hypothesis that the participants' possession of knowledge about consumer rights is the same across all education groups, and conclude that participants' possession of knowledge about consumer rights is related to education groups.

A chi square test of independence was computed to determine whether participants have knowledge about consumer rights (yes, no) is independent of status (employee, retired, employer/merchant/craftsman, student, unemployed). The results are significant, $\chi^2=13.780$, $p=0.008$. We reject the null hypothesis that the participants' possession of knowledge about consumer rights is the same across all status groups, and conclude that participants' possession of knowledge about consumer rights is related to status.

		Q4: Do you know to which legal authorities you can apply in case of the breach of consumer rights?				Chi-Square Test	
		No		Yes		X ²	p
		N	%	N	%		
Gender	Female	75	27.6%	197	72.4%	0.769	.380
	Male	30	23.4%	98	76.6%		
Age	18-22	32	48.5%	34	51.5%	25.888	.001
	23-30	9	18.8%	39	81.2%		
	31-40	15	30.6%	34	69.4%		
	41-50	19	25.3%	56	74.7%		
	51-60	23	22.3%	80	77.7%		
	60 +	7	11.9%	52	88.1%		
	Education	Primary / Secondary School /High School	29	31.2%	64		
Undergraduate		69	25.9%	197	74.1%		
Postgraduate		7	17.1%	34	82.9%		
Status	Employee	29	22.7%	99	77.3%	21.058	.000
	Retired	30	19.4%	125	80.6%		
	Employer/ Merchant /Craftsman	8	27.6%	21	72.4%		
	Student	34	47.2%	38	52.8%		
	Unemployed	4	25.0%	12	75.0%		

A chi square test of independence was computed to determine whether participants know to which legal authorities they can apply in case of the breach of consumer rights (yes, no) is independent of gender (female, male). The results are not significant, $\chi^2=0.769$, $p=0.380$. We fail to reject the null hypothesis that the participants' knowledge about to which legal authorities they can apply in case of the breach of consumer rights is the same across all female and male, and conclude that participants'

knowledge about to which legal authorities they can apply in case of the breach of consumer rights is not related to gender.

A chi square test of independence was computed to determine whether participants know to which legal authorities they can apply in case of the breach of consumer rights (yes, no) is independent of age (18-22, 23-30, 31-40, 41-50, 51-60, 60+). The results are significant, $\chi^2=25.888$, $p=0.001$. We reject the null hypothesis that the participants' knowledge about to which legal authorities they can apply in case of the breach of consumer rights is the same across all age groups, and conclude that participants' knowledge about to which legal authorities they can apply in case of the breach of consumer rights is related to age.

A chi square test of independence was computed to determine whether participants know to which legal authorities they can apply in case of the breach of consumer rights (yes, no) is independent of education (primary/secondary school/high school, undergraduate, postgraduate). The results are not significant, $\chi^2=2.966$, $p=0.227$. We fail to reject the null hypothesis that the participants' knowledge about to which legal authorities they can apply in case of the breach of consumer rights is the same across all education groups, and conclude that participants' knowledge about to which legal authorities they can apply in case of the breach of consumer rights is not related to education.

A chi square test of independence was computed to determine whether participants know to which legal authorities they can apply in case of the breach of consumer rights (yes, no) is independent of status (employee, retired, employer/merchant/craftsman, student, unemployed). The results are significant, $\chi^2=25.058$, $p=0.000$. We reject the null hypothesis that the participants' knowledge

about to which legal authorities they can apply in case of the breach of consumer rights is the same across all statusgroups, and conclude that participants' knowledge about to which legal authorities they can apply in case of the breach of consumer rights is related to status.

		Q7: Do you think you are a conscious consumer?				Chi-Square Test	
		No		Yes		X ²	p
		N	%	N	%		
Gender	Female	83	30.5%	189	69.5%	3.241	.072
	Male	28	21.9%	100	78.1%		
Age	18-22	28	42.4%	38	57.6%	11.584	.041
	23-30	16	33.3%	32	66.7%		
	31-40	11	22.4%	38	77.6%		
	41-50	21	28.0%	54	72.0%		
	51-60	22	21.4%	81	78.6%		
	60 +	13	22.0%	46	78.0%		
Education	Primary / Secondary School /High School	30	32.3%	63	67.7%	3.274	.195
	Undergraduate	74	27.8%	192	72.2%		
	Postgraduate	7	17.1%	34	82.9%		
Status	Employee	36	28.1%	92	71.9%	10.371	.035
	Retired	37	23.9%	118	76.1%		
	Employer/ Merchant /Craftsman	5	17.2%	24	82.8%		
	Student	30	41.7%	42	58.3%		
	Unemployed	3	18.8%	13	81.2%		

A chi square test of independence was computed to determine whether participants consider themselves as a conscious consumer (yes, no) is independent of gender (female, male). The results are not significant, $\chi^2=3.241$, $p=0.072$. We fail to reject the null hypothesis that the participants' opinion about themselves as a conscious

consumer is the same across all female and male, and conclude that participants' opinion about themselves as a conscious consumer is not related to gender.

A chi square test of independence was computed to determine whether participants consider themselves as a conscious consumer (yes, no) is independent of age (18-22, 23-30, 31-40, 41-50, 51-60, 61 +). The results are significant, $\chi^2=11.584$, $p=0.041$. We reject the null hypothesis that the participants' opinion about themselves as a conscious consumer is the same across all age groups, and conclude that participants' opinion about themselves as a conscious consumer is related to age.

A chi square test of independence was computed to determine whether participants consider themselves as a conscious consumer (yes, no) is independent of education (primary/secondary school/high school, undergraduate, postgraduate). The results are not significant, $\chi^2=3.274$, $p=0.195$. We fail to reject the null hypothesis that the participants' opinion about themselves as a conscious consumer is the same across all education groups, and conclude that participants' opinion about themselves as a conscious consumer is not related to education.

A chi square test of independence was computed to determine whether participants consider themselves as a conscious consumer (yes, no) is independent of status (employee, retired, employer/merchant/craftsman, student, unemployed). The results are significant, $\chi^2=10.371$, $p=0.035$. We reject the null hypothesis that the participants' opinion about themselves as a conscious consumer is the same across all status groups, and conclude that participants' opinion about themselves as a conscious consumer is related to status.

		Q10: Have you ever had any experience that you benefited from the Consumer Protection Law?				Chi-Square Test	
		No		Yes		X^2	p
		N	%	N	%		
Gender	Female	165	60.7%	107	39.3%	1.636	.201
	Male	69	53.9%	59	46.1%		
Age	18-22	47	71.2%	19	28.8%	8.784	.041
	23-30	23	47.9%	25	52.1%		
	31-40	26	53.1%	23	46.9%		
	41-50	48	64.0%	27	36.0%		
	51-60	58	56.3%	45	43.7%		
	60 +	32	54.2%	27	45.8%		
Education	Primary / Secondary School /High School	59	63.4%	34	36.6%	1.870	.392
	Undergraduate	154	57.9%	112	42.1%		
	Postgraduate	21	51.2%	20	48.8%		
Status	Employee	71	55.5%	57	44.5%	7.541	.110
	Retired	88	56.8%	67	43.2%		
	Employer/Merchant /Craftsman	14	48.3%	15	51.7%		
	Student	52	72.2%	20	27.8%		
	Unemployed	9	56.2%	7	43.8%		

A chi square test of independence was computed to determine whether participants' experience that brings them benefit from the Consumer Protection Law (yes, no) is independent of gender (female, male). The results are not significant, $\chi^2=1.636$, $p=0.201$. We fail to reject the null hypothesis that the participants' experience that brings them benefit from the Consumer Protection Law is the same across all female and male, and conclude that participants' experience that brings them benefit from the Consumer Protection Law is not related to gender.

A chi square test of independence was computed to determine whether participants experience that bring them benefit from the Consumer Protection Law (yes, no) is independent of age group (18-22, 23-30, 31-40, 41-50, 51-60, 60 +). The results are significant, $\chi^2=8.784$, $p=0.041$. We reject the null hypothesis that the participants' experience that brings them benefit from the Consumer Protection Law is the same across all age groups, and conclude that participants' experience that brings them benefit from the Consumer Protection Law is related to age.

A chi square test of independence was computed to determine whether participants' experience that brings them benefit from the Consumer Protection Law (yes, no) is independent of education (primary/secondary school/high school, undergraduate, postgraduate). The results are not significant, $\chi^2=1.870$, $p=0.392$. We fail to reject the null hypothesis that the participants' experience that brings them benefit from the Consumer Protection Law is the same across all education groups, and conclude that participants' experience that brings them benefit from the Consumer Protection Law is not related to education.

A chi square test of independence was computed to determine whether participants' experience that bring them benefit from the Consumer Protection Law (yes, no) is independent of status (employee, retired, employer/merchant/craftsman, student, unemployed). The results are not significant, $\chi^2=7.541$, $p=0.110$. We fail to reject the null hypothesis that the participants' experience that brings them benefit from the Consumer Protection Law is the same across all status groups, and conclude that participants' experience that brings them benefit from the Consumer Protection Law is not related to status.

Q11: Have you ever applied to "Consumer
Arbitration Committee" or "Consumer Court"?

		No		Yes		Chi-Square Test	
		N	%	N	%	X^2	p
Gender	Female	198	72.8%	74	27.2%	3.733	.053
	Male	81	63.3%	47	36.7%		
Age	18-22	62	93.9%	4	6.1%	23.011	.001
	23-30	31	64.6%	17	35.4%		
	31-40	29	59.2%	20	40.8%		
	41-50	50	66.7%	25	33.3%		
	51-60	69	67.0%	34	33.0%		
	60 +	38	64.4%	21	35.6%		
Education	Primary / Secondary School /High School	63	67.7%	30	32.3%	1.313	.519
	Undergraduate	190	71.4%	76	28.6%		
	Postgraduate	26	63.4%	15	36.6%		
Status	Employee	82	64.1%	46	35.9%	26.653	.000
	Retired	97	62.6%	58	37.4%		
	Employer/ Merchant /Craftsman	21	72.4%	8	27.6%		
	Student	68	94.4%	4	5.6%		
	Unemployed	11	68.8%	5	31.2%		

A chi square test of independence was computed to determine whether participants' application to "Consumer Arbitration Committee" or "Consumer Court" (yes, no) is independent of gender (female, male). The results are not significant, $\chi^2=3.733$, $p=0.053$. We fail to reject the null hypothesis that the participants' application to "Consumer Arbitration Committee" or "Consumer Court" is the same across all female and male, and conclude that participants' application to "Consumer Arbitration Committee" or "Consumer Court" is not related to gender.

A chi square test of independence was computed to determine whether participants' application to "Consumer Arbitration Committee" or "Consumer Court" (yes, no) is independent of age (18-22, 23-30, 31-40, 41-50, 51-60, 60 +). The results are significant, $\chi^2=23.011$, $p=0.001$. We reject the null hypothesis that the participants' application to "Consumer Arbitration Committee" or "Consumer Court" is the same across all age groups, and conclude that participants' application to "Consumer Arbitration Committee" or "Consumer Court" is related to age.

A chi square test of independence was computed to determine whether participants application to "Consumer Arbitration Committee" or "Consumer Court" (yes, no) is independent of education (primary/secondary school/high school, undergraduate, postgraduate). The results are not significant, $\chi^2=1.313$, $p=0.519$. We fail to reject the null hypothesis that the participants' application to "Consumer Arbitration Committee" or "Consumer Court" is the same across all education groups, and conclude that participants' application to "Consumer Arbitration Committee" or "Consumer Court" is not related to education.

A chi square test of independence was computed to determine whether participants application to "Consumer Arbitration Committee" or "Consumer Court" (yes, no) is independent of status (employee, retired, employer/merchant /craftsman, student unemployed). The results are significant, $\chi^2=26.653$, $p=0.000$. We reject the null hypothesis that the participants' application to "Consumer Arbitration Committee" or "Consumer Court" is the same across all status groups, and conclude that participants' application to "Consumer Arbitration Committee" or "Consumer Court" is related to status.

Q12: Do you claim your right in case you have a
problem with the product or service you purchased?

		No		Yes		Chi-Square Test	
		N	%	N	%	X^2	p
Gender	Female	18	6.6%	254	93.4%	0.019	.889
	Male	8	6.2%	120	93.8%		
Age	18-22	5	7.6%	61	92.4%	4.430	.489
	23-30	0	0.0%	48	100.0%		
	31-40	4	8.2%	45	91.8%		
	41-50	6	8.0%	69	92.0%		
	51-60	8	7.8%	95	92.2%		
	60 +	3	5.1%	56	94.9%		
Education	Primary / Secondary School /High School	6	6.5%	87	93.5%	1.294	.524
	Undergraduate	19	7.1%	247	92.9%		
	Postgraduate	1	2.4%	40	97.6%		
Status	Employee	10	7.8%	118	92.2%	2.409	.661
	Retired	9	5.8%	146	94.2%		
	Employer/ Merchant /Craftsman	3	10.3%	26	89.7%		
	Student	4	5.6%	68	94.4%		
	Unemployed	0	0.0%	16	100.0%		

A chi square test of independence was computed to determine whether participants claim their right in case they have a problem with the product or service you purchased (yes, no) is independent of gender (female, male). The results are not significant, $\chi^2=0.019$, $p=0.889$. We fail to reject the null hypothesis that whether participants claim their right in case they have a problem with the product or service you purchased is the same across all female and male, and conclude that participants claim

their right in case they have a problem with the product or service they purchased is not related to gender.

A chi square test of independence was computed to determine whether participants claim their right in case they have a problem with the product or service you purchased (yes, no) is independent of age (18-22, 23-30, 31-40, 41-50, 51-60, 60+). The results are not significant, $\chi^2=4.430$, $p=0.489$. We fail to reject the null hypothesis that whether participants claim their right in case they have a problem with the product or service you purchased is the same across all age groups, and conclude that participants claim their right in case they have a problem with the product or service they purchased is not related to age.

A chi square test of independence was computed to determine whether participants claim their right in case they have a problem with the product or service you purchased (yes, no) is independent of education (primary/secondary school/high school). The results are not significant, $\chi^2=1.294$, $p=0.524$. We fail to reject the null hypothesis that whether participants claim their right in case they have a problem with the product or service you purchased is the same across all education groups, and conclude that participants claim their right in case they have a problem with the product or service they purchased is not related to education.

A chi square test of independence was computed to determine whether participants claim their right in case they have a problem with the product or service you purchased (yes, no) is independent of status (employee, retired, employer/merchant/craftsman, student, unemployed). The results are not significant, $\chi^2=2.409$, $p=0.661$. We fail to reject the null hypothesis that whether participants claim their right in case they have a problem with the product or service you purchased is the

same across all status groups, and conclude that participants claim their right in case they have a problem with the product or service they purchased is not related to status groups.

		Q17: Do you believe that consumer rights are protected enough by the government?				Chi-Square Test	
		No		Yes		χ^2	p
		N	%	N	%		
Gender	Female	236	86.8%	36	13.2%	3.329	.068
	Male	102	79.7%	26	20.3%		
Age	18-22	52	78.8%	14	21.2%	10.516	.062
	23-30	37	77.1%	11	22.9%		
	31-40	38	77.6%	11	22.4%		
	41-50	67	89.3%	8	10.7%		
	51-60	89	86.4%	14	13.6%		
	60 +	55	93.2%	4	6.8%		
Education	Primary / Secondary School /High School	80	86.0%	13	14.0%	0.727	.695
	Undergraduate	222	83.5%	44	16.5%		
	Postgraduate	36	87.8%	5	12.2%		
Status	Employee	107	83.6%	21	16.4%	8.161	.086
	Retired	139	89.7%	16	10.3%		
	Employer/ Merchant /Craftsman	21	72.4%	8	27.6%	8.161	.086
	Student	57	79.2%	15	20.8%		
	Unemployed	14	87.5%	2	12.5%		

A chi square test of independence was computed to determine whether participants' confidence that consumer rights are protected enough by the government (yes, no) is independent of gender (male, female). The results are not significant, $\chi^2=3.329$, $p=0.068$. We fail to reject the null hypothesis that whether participants'

confidence that consumer rights are protected enough by the government is the same across all male and female, and conclude that participants' confidence that consumer rights are protected enough by the government is not related to gender.

A chi square test of independence was computed to determine whether participants assurance that consumer rights are protected enough by the government (yes, no) is independent of age (18-22, 23-30, 31-40, 41-50, 51-60, 61 +). The results are not significant, $\chi^2=10.516$, $p=0.062$. We fail to reject the null hypothesis that whether participants assurance that consumer rights are protected enough by the government is the same across all age groups, and conclude that participants' confidence that consumer rights are protected enough by the government is not related to age.

A chi square test of independence was computed to determine whether participants' confidence that consumer rights are protected enough by the government (yes, no) is independent of education (primary/secondary school/high school, undergraduate, postgraduate). The results are not significant, $\chi^2=0.727$, $p=0.695$. We fail to reject the null hypothesis that whether participants' confidence that consumer rights are protected enough by the government is the same across all education groups, and conclude that participants' confidence that consumer rights are protected enough by the government is not related to education.

A chi square test of independence was computed to determine whether participants' confidence that consumer rights are protected enough by the government (yes, no) is independent of status (employee, retired, employer/merchant/craftsman, student, unemployed). The results are not significant, $\chi^2=8.161$, $p=0.086$. We fail to reject the null hypothesis that whether participants' confidence that consumer rights are protected enough by the government is the same across all status groups, and conclude

that participants' confidence that consumer rights are protected enough by the government is not related to status.



CONCLUSION

The purpose of this research is to explore the consciousness level of consumers about Consumer Protection Law and consumer rights; to find out the impacts of being legally conscious consumer to the reactions, attitudes and behaviours of consumers, thus to see if the law influences their experiences.

Consumers make a lot of decisions in their life. Many factors influence decisions of consumers such as psychological, sociological, economic factors. Mostly the influence of the law is ignored by business people. However, it is a crucial factor affecting the buying decisions and after-buying behaviours of consumers. In our study we tried to show the impact of the law on consumer behaviours.

Law is an essential element in our society. Principle of legal certainty (security) influences the security of product and consumer. Confidence to the product and the idea of being under warranty against inconveniences in product which might occur after buying affect the buying behaviour of the consumer positively. When the consumer's feeling of trust is damaged, attention of consumer to the product goes down and he may not choose the same product or company again. When there is no legal security, consumer chooses not to buy. Not buying is a reactional punishment. If the law is not implemented, that gets the consumer instable and insecure.

In both researches; we found out that Turkish people know that there is a law with respect to the consumer protection; however, most of them do not know their rights in detail and the content of the Consumer Protection Law. When they hear “consumer rights”, they immediately think about their rights regarding defective goods such as return of the product, replacement of the product with a new one or repair service; but generally they are not aware of law articles about consumer contracts. It could be seen on the interviews we have conducted that when we asked about their experience regarding Consumer Protection Law, they mostly remembered their defective purchases and they talked about how they replaced or returned the product. Also Turkish people think they are conscious consumer because they pay attention to warranty as well as keep invoice and receipt of the product even if they do not know the law. They learn

their rights when they have an experience which requires knowledge. For this reason, we could call them reactive consumers rather than being proactive. Moreover, they believe that if they had more knowledge about consumer rights and consumer protection, their buying decisions and behaviours would be affected in a positive way. Some of them said they would buy more if they knew better whereas some of them said they would not buy more but they would buy comfortably and that would push them buy more expensive products because they would not be concerned to buy.

Turkish people think that education at an early age about the consumer protection and being legally conscious consumer is a must. Some of uneducated participants told that if their children learn about consumer rights and consumer protection at school, they may help their parents or tell them the information they learn at school. We claim that education level does not make any significant difference among people about being legally conscious consumer; however, having education at school about the consumer protection would be very critical and useful in order to raise the legal consciousness. Also some of the participants in our interviews told that it would be a good idea if the municipalities or district governorates organize seminars and conferences about the consumer rights and protection. Besides, some public advertisements might be broadcasted on TV channels since Turkish society loves watching TV. It has been very obvious in our interviews that people would love to learn if they are given a chance because they all think that consumer protection is very important, but they don't even know their rights. Practical events would be beneficial for Turkish society to gain their legal consciousness. They do not like reading and they do not have too much time. But practical events and lessons would help them increase their knowledge about consumer rights. Therefore, they would use those rights much more effectively at the end.

Turkish consumers obtain information related to consumer rights mostly from the internet and TV. Few of our participants said that they use the Law as a source. They mostly ask other people or search on the internet when they need some information. Sometimes, if there is a panel on TV regarding consumer protection, they are interested to watch those shows as well.

On the other hand, most of Turkish people complain about long processes and bureaucracy in the event they need to apply to legal remedies. Their past experiences created a prejudice on them. For this reason, they feel lazy to take the legal action being desperate about the result. They say that they have very limited time or they work and it is very difficult for them to spare time for paperwork and legal applications. Therefore, they believe it would be good to make those applications possible online.

Turkish people are generally not legally conscious consumers. In our questionnaire, majority of participants said they are conscious consumers whereas during our interview, when we asked about the rights and what rights could be added, we saw that they have a lack of knowledge and some of them admitted that they are not legally conscious and also the people around them are not conscious. It is not only about calling yourself as a legally conscious, your actions are supposed to be accordingly. Another point is that almost all of our participants told that the society is not conscious enough about the consumer rights and Consumer Law. Even this shows that people do not admit their unconsciousness. Our participants gave interesting ideas in order to increase the legal consciousness of consumers. One of them said that government could distribute laws in every house with a campaign of “One Consumer Law in every house”. Also one of interesting ideas was to put some signboards in public places which show the rights of consumers and what they can do in the event of the breach of their rights.

Turkish people seek remedy individually; but they are reluctant about being a member of an organization or an association regarding consumer rights. Also they are not willing to have training about the consumer awareness. It might be the reason that they believe consumer education should be at school as a mandatory class. If the class is mandatory, every child will be able to learn because “as the twig is bent, so grows the tree.” However, when it is a voluntary training, Turkish people avoid taking it.

In case of the breach of their rights, Turkish consumers, especially at defective products, immediately apply to the company or store where they bought it from and claim their right. They firstly prefer talking to the salesman or the director and tell their inconvenience. At that point, the attitude of the salesman and director is quite important for them because if the attitude is offensive, they claim their right as much as they can

even if the product is cheap. However, if the seller does not act offensively, Turkish people do not bother themselves for inferior and cheap products. They act according to the cost-benefit principle. If the return is not going to be worth their effort and time, they do not claim their right. Nevertheless, if the product is expensive such as television or smartphone, they seek remedy immediately. Unless they are able to solve the problem in-store, Turkish people do not hesitate to claim their rights through legal authorities with the purpose of taking their right. If they are not familiar with the process, they ask and learn what to do from the people around them who know about the legal procedures. For several reasons, in the event that they do not claim right when their rights are violated, most of Turkish people react in ways such as writing comments about the company on the internet, not buying from that store again, spreading the inconvenience they had among their friends and relatives, sharing posts on social media in order to prevent their friends buy from the place where their right has been violated.

Majority of the participants of our qualitative research emphasized the importance of warranty and service network. They mostly care the price and quality; however warranty certificate and its conditions as well as the service network are crucial for them when they buy a product. They pay attention to the service network because they want their problems about the product to be solved as soon as possible. Also no matter what their education level is, they read the warranty certificate and price label. Some of participants said they pay attention to descriptions and instructions when they buy a product from internet.

Finally, we realized that age and job status are important at legal consciousness and using rights whereas gender and education does not make a significant difference in this subject. Regardless of gender and education level, there is a lack of knowledge about consumer rights. During the interviews, it has been so obvious that no matter whether the person is university graduate or secondary school graduate; unless they study law or a similar field, they lack in the knowledge about the consumer rights. However, age is important. People at early 20s are not eager to learn about the law and use their rights whereas older people are more open to learn and use consumer rights. It is also possible to see that in our research. Students' level of legal consciousness and experiencing their rights are the lowest among participants.

Knowledge level in Turkey about Consumer Protection Law and consumer rights is low. If their legal consciousness increases, their behaviours before and after buying decision will be influenced in a positive way. Therefore, with the protection of law, they will be able to make their buying decisions more carefully, but also with the feeling of confidence. In societies consisted of stable and confident consumers, economic and social problems go down. Because of that, government is supposed to improve the awareness of its citizens and create conscious consumers. It is a requirement of being a social and welfare state. Knowing and using the right is as important as providing the right. Government is responsible for teaching the law and rights to the citizens. Turkish people believe that government should increase the supervision on manufacturers and sellers because they think the supervision will be preventive and increase their confidence when they buy a product. For this reason, education and the interference of government are complementary elements. Education would gain the knowledge level and legal consciousness; government would also increase the supervision. As a result, the buying and after buying process would be quite easier and more reliable.

Consequently, if consumers are legally conscious, this will affect the manufacturing process of enterprises; thus increase the productivity and make contribution in the economy of the nation because when the consumer is satisfied with buying process and after-sales services, this will influence the businesses in a positive way. Also, there is no doubt that having knowledge about the Consumer Protection Law and consumer rights will have positive impacts on the consumer behaviours.

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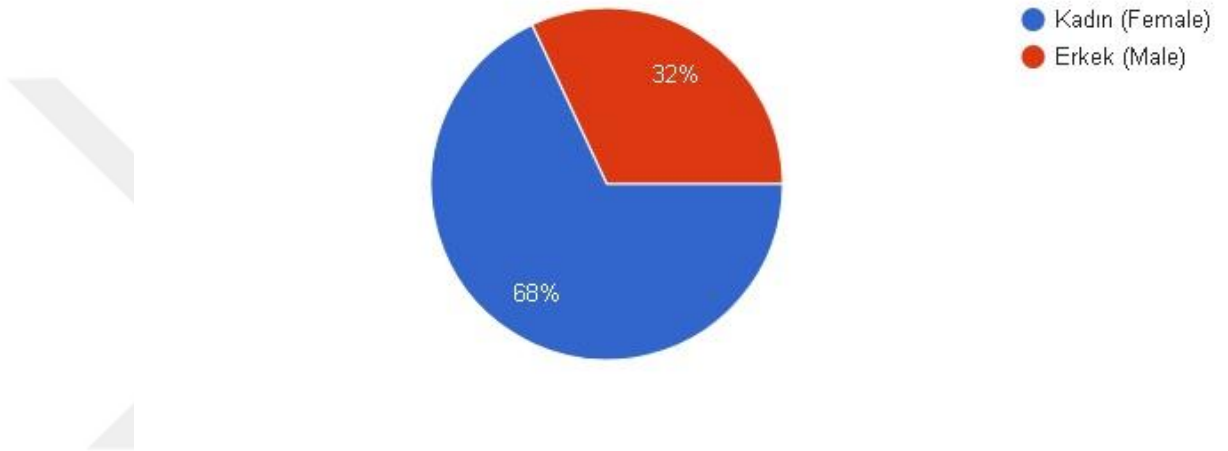
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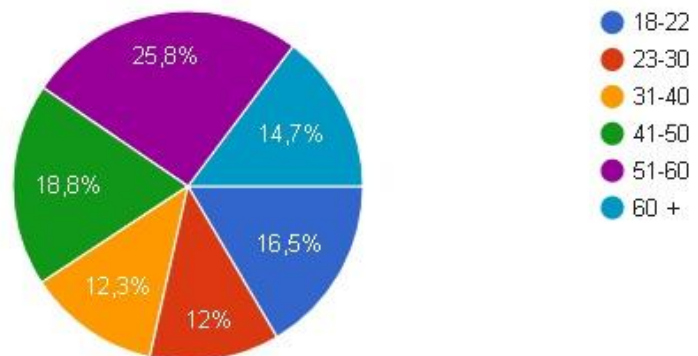
APPENDIX

You could see our survey's demographic and question-answer charts below.

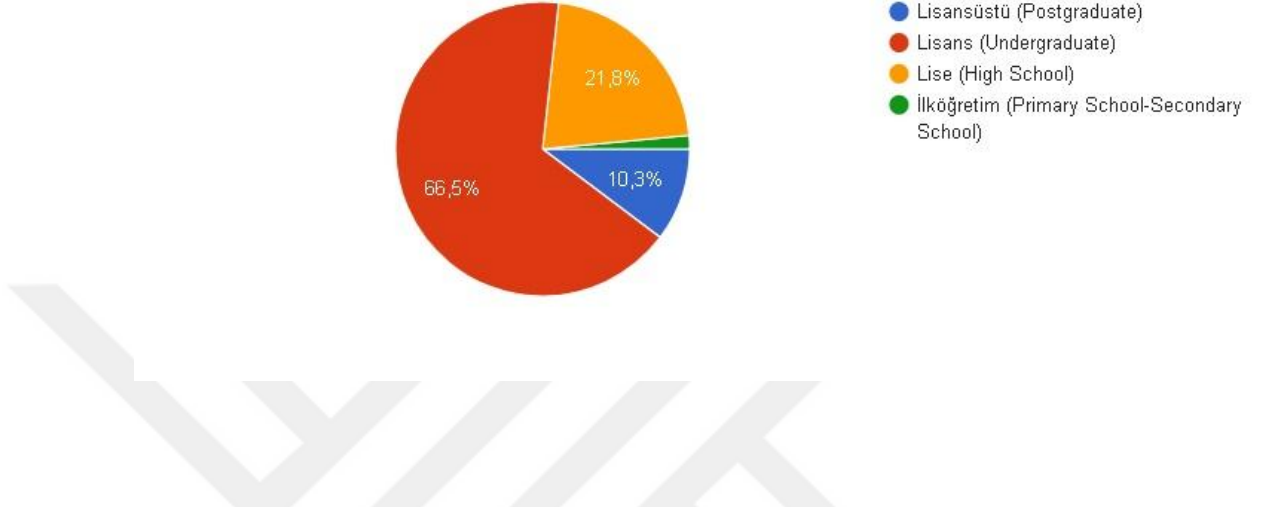
Cinsiyetiniz? / Gender?



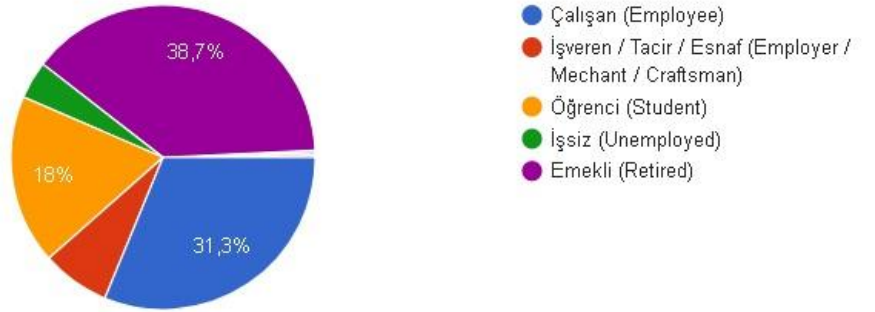
Yaşınız? / Age?



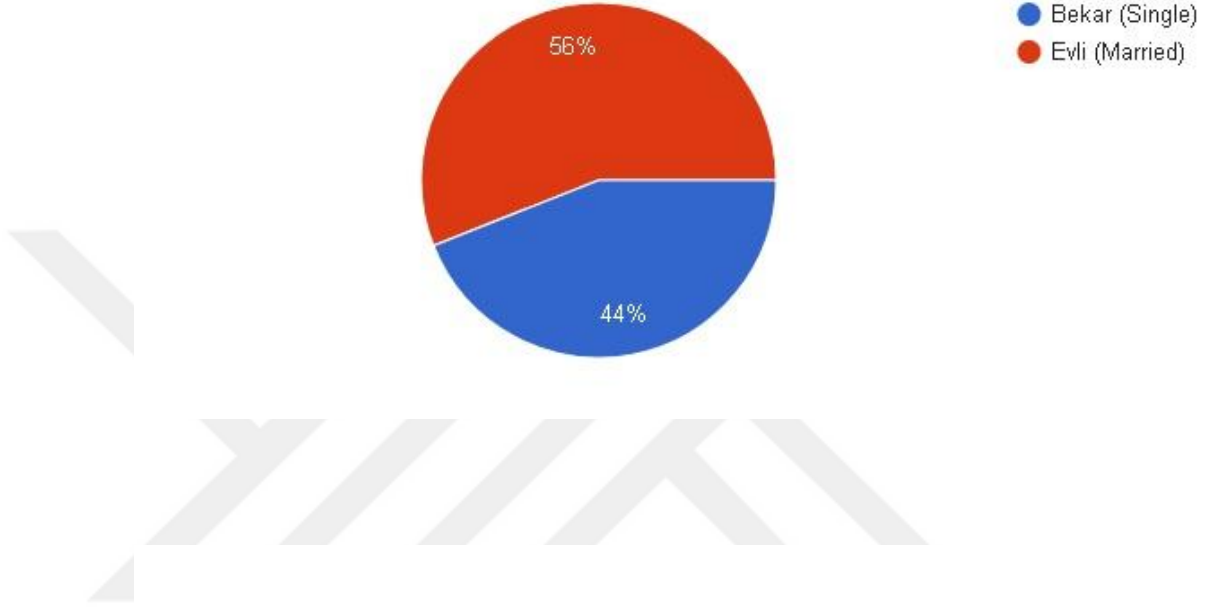
Eđitim Düzeyiniz? / Education Level?



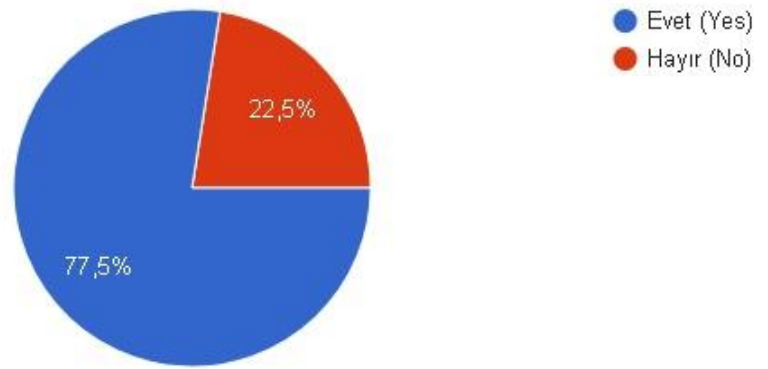
Statünüz? / Status?



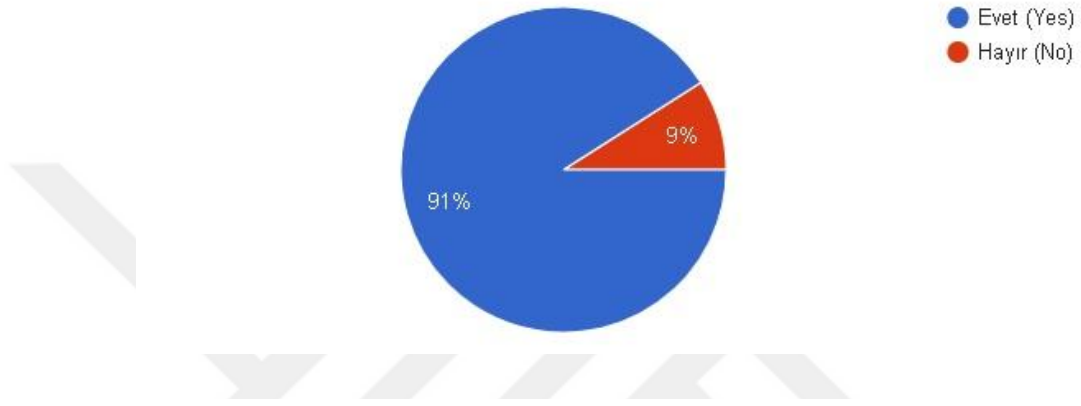
Medeni haliniz? / Marital Status?



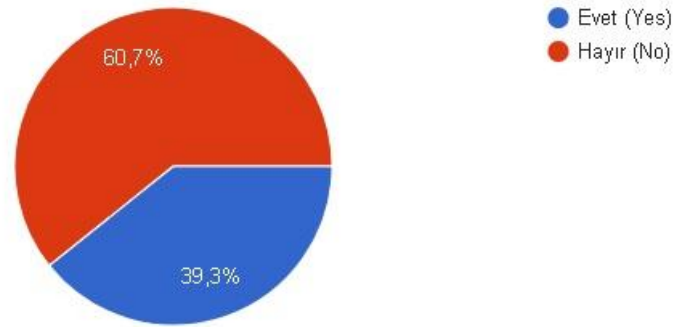
Tüketici hakları konusunda bilgi sahibi misiniz? (Do you have a knowledge about consumer rights?)



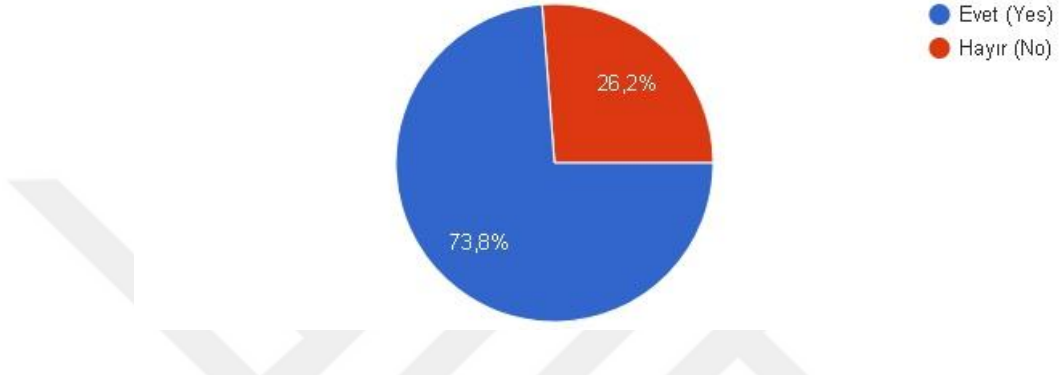
Türkiye’de tüketici haklarını koruyan bir kanun olup olmadığını biliyor musunuz? (Do you know if there is any law regarding the protection of consumer rights in Turkey?)



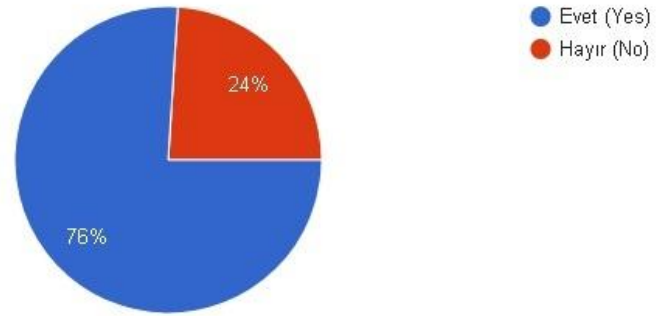
6502 sayılı Tüketiciyi Koruma Kanunu’nun içeriğini biliyor musunuz? (Do you know the content of the Consumer Protection Law no. 6502?)



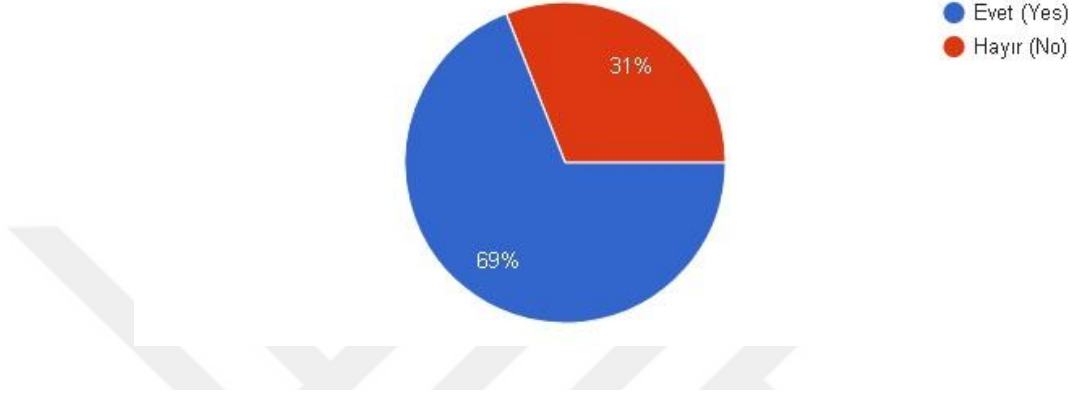
Tüketici haklarının ihlali durumunda başvurulacak yasal mercilerin neler olduğunu biliyor musunuz? (Do you know to which legal authorities you can apply in case of the breach of consumer rights?)



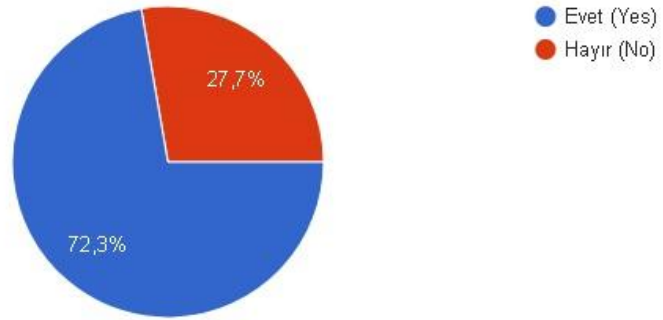
Satın aldığınız arızalı veya ayıplı bir mal veya hizmetteki kullanabileceğiniz tüketici haklarının neler olduğunu biliyor musunuz? (Do you know what consumer rights you can use in the event that you have purchased a broken or a defective product or service?)



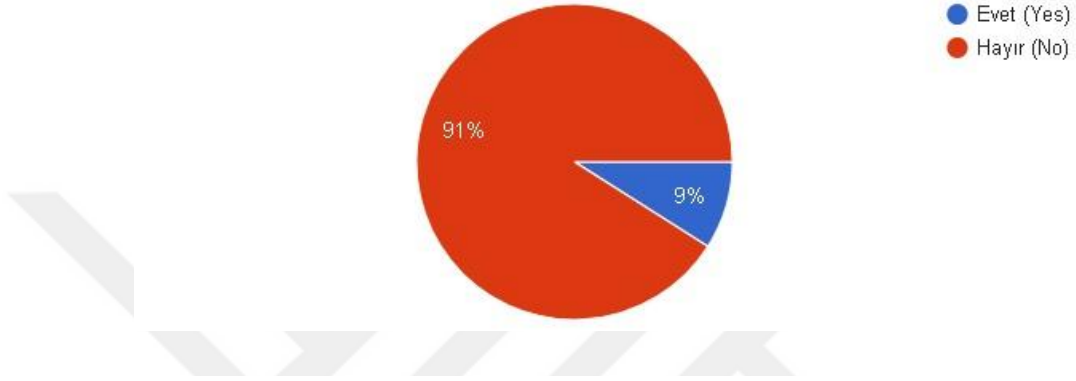
Cayma hakkının ne olduğunu biliyor musunuz? (Do you know what the right of withdrawal is?)



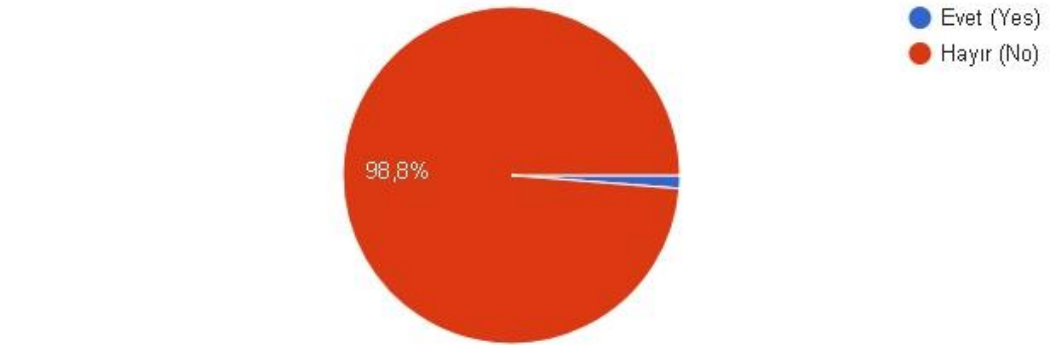
Bilinçli bir tüketici olduğunuzu düşünüyor musunuz? (Do you think you are a conscious consumer?)



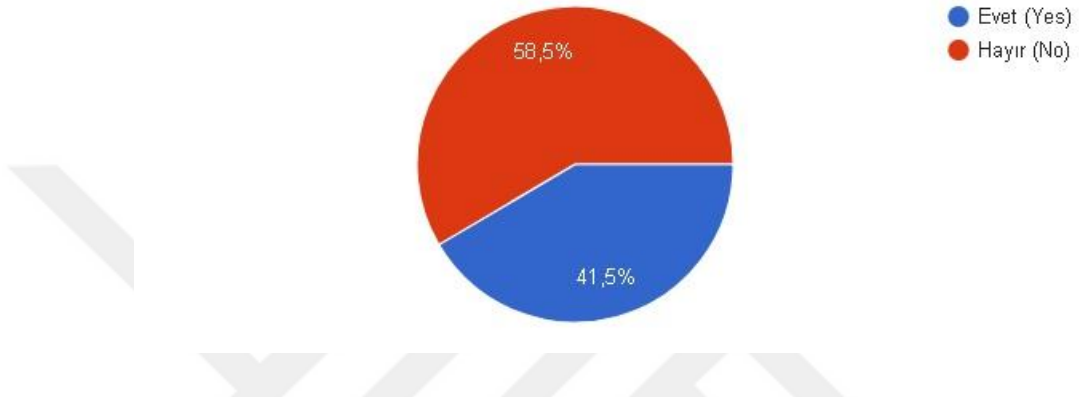
Tüketici farkındalığına ilişkin herhangi bir eğitim aldınız mı? (Have you ever had any training regarding the consumer awareness?)



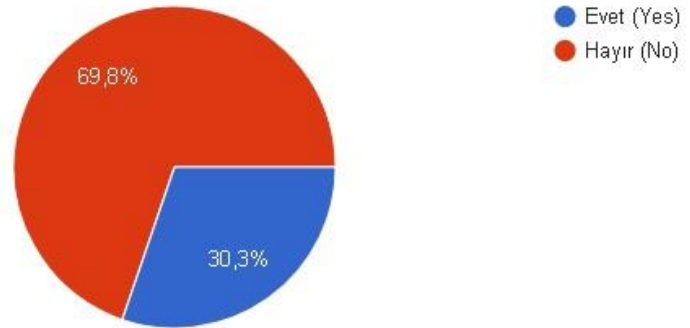
Herhangi bir tüketici dernek veya örgütüne üye misiniz? (Are you a member of any consumer association or organization?)



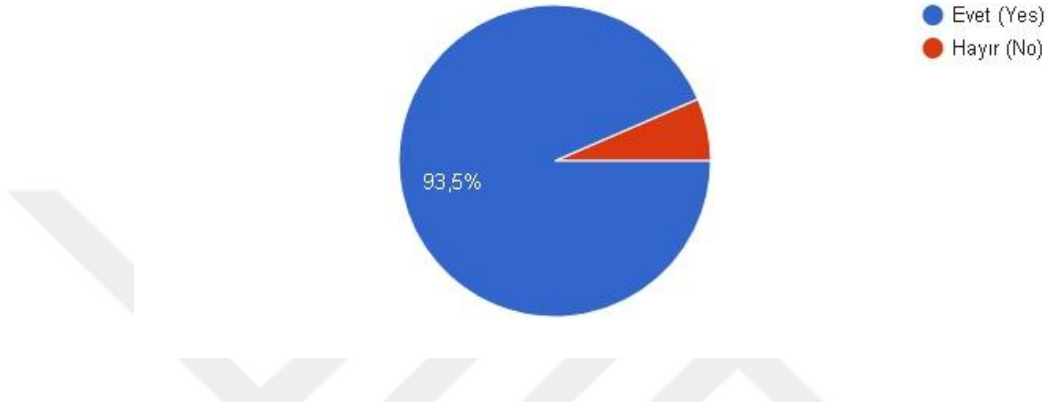
Tüketici Kanunu'ndan faydalandığınız bir deneyim yaşadınız mı? (Have you ever had any experience that you benefited from the Consumer Protection Law?)



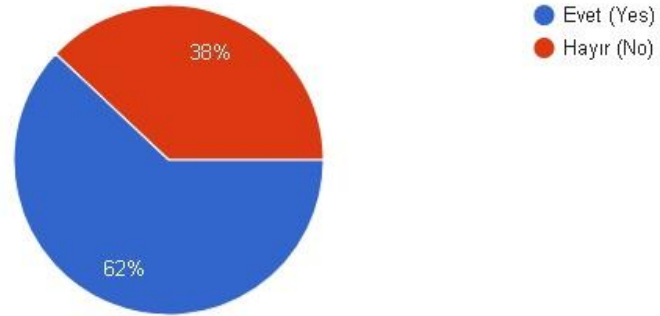
"Tüketici Hakem Heyeti" ya da "Tüketici Mahkemesi"ne hiç başvuruda bulundunuz mu? (Have you ever applied to "Consumer Arbitration Committee" or "Consumer Court"?)



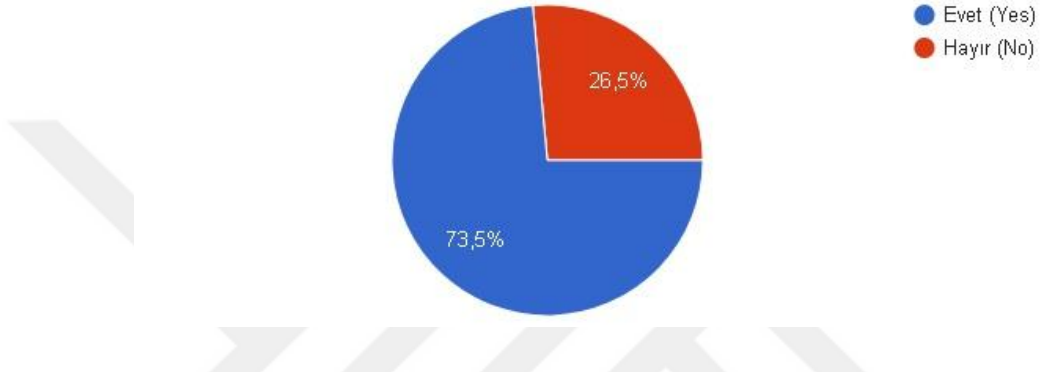
Satın aldığınız ürün veya hizmet ile ilgili herhangi bir sorun yaşadığınızda hakkınızı arar mısınız? (Do you claim your right in case you have a problem with the product or service you purchased?)



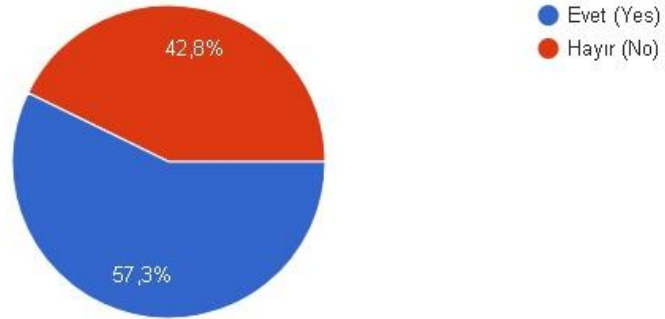
Satın alınan ürün veya hizmetle ilgili hak arandığında bunun çözüme ulaşacağına inanıyor musunuz? (Do you believe that claiming right about the product or service purchased would reach a solution?)



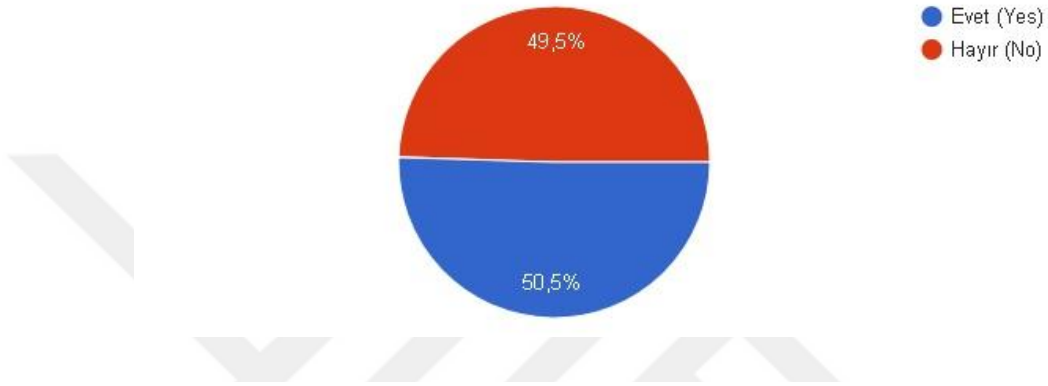
6502 sayılı Tüketici Kanunu'nda yer alan hakları ve yaptırımları bilmeniz satın alma kararlarınıza etkisi olacağını düşünüyor musunuz? (Do you think that having knowledge about the rights and sanctions stated in the Consumer Protection Law no. 6502 would have an impact on your purchasing decisions?)



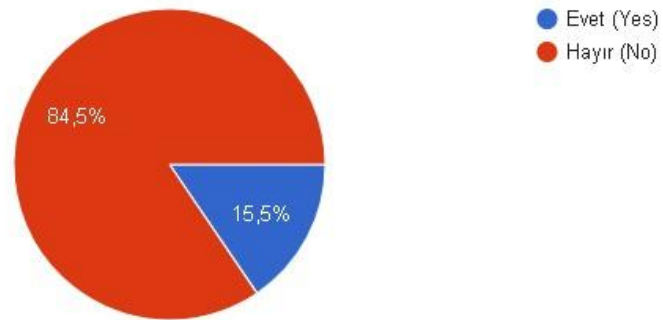
6502 sayılı Tüketici Kanunu'nun varlığının tüketici davranışlarını etkilediğini düşünüyor musunuz? (Do you think that the existence of the Consumer Protection Law no. 6502 affects the behaviours of consumers?)



Tüketici olarak karşılaştığınız sorunun çözüm sürecinin zaman alacağını düşündüğünüz için yasal hakkınızı kullanmadığınız oldu mu? (Have you ever not used your legal right as a consumer because you thought the solution process of the problem will take time?)



Tüketici haklarının devlet tarafından yeterli düzeyde korunduğuna inanıyor musunuz? (Do you believe that consumer rights are protected enough by the government?)



Toplumumuzun tüketici hakları konusunda yeterli bilince sahip olduğunu düşünüyor musunuz? (Do you think our society is conscious enough about consumer rights?)

