

50-617. Receipt of unsolicited goods, wares or merchandise deemed gift, when; negative option invitation or announcement; defense in action for return; deceptive act or practice. (a) Whenever any supplier shall, in any manner, or by any means, deliver property or services not affirmatively ordered or requested by the recipient, the receipt of any such unordered property or services shall for all purposes be deemed an unconditional gift to the recipient who may use or dispose of the same in any manner the recipient sees fit without any obligation on the recipient's part to the supplier. Property or services are considered to be unordered unless the recipient specifically requested, in an affirmative manner, the receipt of the property or services according to the terms under which they are being offered. Property or services are not considered to have been affirmatively ordered or requested if a person fails to respond to a negative option invitation or announcement to purchase the property or services, and the property or services are provided notwithstanding. In any action for the return of such property or for payment of the purchase price of such property or services or any other consideration, it shall be a complete defense that the property or services were delivered to the recipient voluntarily and that the recipient did not affirmatively order or request the same.

(b) As used in this section, "negative option invitation or announcement" means any material sent by a supplier which identifies property or services which such supplier proposes to send or sends to recipients, and the recipients are thereafter billed for the property or services identified in the material, unless by a date or within a time specified by the supplier, the recipients, in conformity with the supplier's terms set forth in the material, instruct the supplier not to send the identified property or services.

(c) Any attempt to collect or bill for unordered property or services under this section is a deceptive act or practice under the Kansas consumer protection act.

(d) The provisions of this act do not apply to plans and arrangements regulated by and in compliance with 16 C.F.R. 425 or to contractual plans or arrangements such as continuity plans, subscription arrangements, standing order arrangements and series arrangements under which the supplier periodically ships property to a consumer who has affirmatively ordered or requested in advance to receive such property on a periodic basis.

(e) This section shall be part of and supplemental to the Kansas consumer protection act.

History: L. 1969, ch. 272, § 1; L. 1991, ch. 158, § 1; L. 1992, ch. 252, § 4; L. 1999, ch. 82, § 1; July 1.