

1981 WL 158212 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

April 1, 1981

***1 Re: Complaint Submitted by Judy K. Parris Concerning Advertising by Anderson Fashion Eyewear**

Mr. Jack S. Folline
Chairman
South Carolina Board of Examiners in Opticianry
P. O. Box 5721
Columbia, South Carolina 29205

Dear Mr. Folline:

By letter of February 13, 1981, Judy K. Parris transmitted to you an advertisement which appeared in the Anderson Daily Mail on February 13, 1981. The advertisement was in the form of a coupon and provided that in order to take advantage of the terms being advertised the coupon or ad had to be presented at the store. It should also be noted that the advertisement stated that the 'offer expires February 21'.

[Section 40-37-240 of the Code of Laws of South Carolina \(1976\)](#) provides, in part, that:

It shall be unlawful for any person . . . to give or offer to give any sum of money or other thing of value to any other person, the object of which is to induce the examination of the eye for the sale of spectacles, eyeglasses, lenses or any part used in connection therewith. Provided, however, that the provisions of this section shall not prohibit the giving of a quantity discount on purchases or the giving of a special discount to persons over sixty-two years of age.

This Section of the South Carolina Code was discussed at length and an opinion issued by this office on May 15, 1980. That opinion noted that the South Carolina Supreme Court has held that the offering of a discount is a thing of value within the terms of this Code Section.

The instant advertisement, however, appears to be governed by the proviso of [Section 40-37-240](#), which is quoted above. The provision specifically provides that the provisions of [Section 40-37-240](#) shall not prohibit the giving of a quantity discount on purchases. The Anderson Fashion Eyewear ad provides that when one pair of glasses is purchased a second pair, using the same prescription, may be obtained absolutely free from a specified group.

The advertisement contemplates the purchase of the first pair of glasses at the regular retail price. The second pair of glasses is obtained as part of the same transaction at a greatly reduced price. (In fact, the price is reduced to zero.) Under these terms, assuming that the two pairs of glasses are in a similar price range, two pairs of glasses are being obtained at a price which is fifty (50%) percent of the regular price charged for two pairs of glasses. It is, therefore the opinion of this office that the terms offered in this advertisement represent a quantity discount as contemplated by the proviso to [Section 40-37-240 of the South Carolina Code](#).

Since the terms offered in this advertisement are permitted by the proviso to [Section 40-37-240](#), it is irrelevant that a coupon is involved and that a specific expiration date of the offer is stated. The terms offered are permissible. The optician may limit their effectiveness as he chooses.

If you have any further questions concerning this matter, please do not hesitate to give me a call.

Yours very truly,

*2 Grady L. Patterson, III
Staff Attorney

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