

- (e) a representation that the goods have been used to an extent that is materially different from the fact;
- (f) a representation that the goods or services are available for a reason that does not exist;
- (g) a representation that the goods or services have been supplied in accordance with a previous representation, if they have not;
- (h) a representation that the goods or services or any part of them are available or can be delivered or performed when the person making the representation knows or ought to know they are not available or cannot be delivered or performed;
- (i) a representation that the goods or services or any part of them will be available or can be delivered or performed by a specified time when the person making the representation knows or ought to know they will not be available or cannot be delivered or performed by the specified time;
- (j) a representation that a service, part, replacement or repair is needed or advisable, if it is not;
- (k) a representation that a specific price advantage exists, if it does not;
- (l) a representation that misrepresents the authority of a salesperson, representative, employee or agent to negotiate the final terms of the agreement;
- (m) a representation that the transaction involves or does not involve rights, remedies or obligations if the representation is false, misleading or deceptive;
- (n) a representation using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if such use or failure deceives or tends to deceive;
- (o) a representation that misrepresents the purpose or intent of any solicitation of or any communication with a consumer;
- (p) a representation that misrepresents the purpose of any charge or proposed charge;
- (q) a representation that misrepresents or exaggerates the benefits that are likely to flow to a consumer if the consumer helps a person obtain new or potential customers;
- (r) unconscionable representation.

13. Unconscionable representation

(1) It is an unfair practice to make an unconscionable representation.

(2) Without limiting the generality of what may be taken into account in determining whether a representation is unconscionable, there may be taken into account that the person making the representation or the person's employer or principal knows or ought to know—

- (a) that the consumer is not reasonably able to protect his or her interests because of disability, ignorance, illiteracy, inability to understand the language of an agreement or similar factors;