

## **Social Media Commercial Ads (A comparative jurisprudential applied study)**

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### **Abstract**

Due to the tremendous technological advancement today, electronic means of social communication that were not available before have been innovated, such as Facebook, Twitter, Instagram, Messenger, WhatsApp, YouTube, televisions, mobile services, and all online websites of companies, organizations, pages, etc. Our daily life has become highly dependent on such technologies, the matter which made it difficult to dispense with it. Due to this widespread of such means among users, those in charge of its management decided to make it means of profit and commercial marketing with paid ads (advertisements) that appears to users compulsorily. Such ads may be in accordance with the Islamic Shari'ah and may contradict it due to violating Islamic legal conditions such as Gharar it may contain. Gharar often invalidates contracts that become as a result prohibited by the Shari'ah.

The researcher relied on the comparative descriptive analytical inductive approach, in an applied and comparative study that combines the views of the famous four schools of Islamic Jurisprudence, and the views of contemporary Muslim jurists. In addition, a brief comparison between these Islamic views and the Egyptian positive law related to some of the ad clauses. This is to stand on the positivist legislative side and to enrich the applied research. Besides, the study will try to reach an authentic sound Islamic legal view regarding these widespread ads, by stating the points of their corruption and invalidity, and stipulating the conditions and elements that must be available in ads, then monitoring several findings and recommendations.

**Keywords:** *Ad, means, communication, application, commerce.*

### **INTRODUCTION**

A commercial ad is one of the most important means through which commercial products are marketed today. Competition is in full swing between online advertising platforms to attract the largest possible number of customers. Such platforms seek to provide paid and free services as an encouragement on the one hand, and to increase customer attraction on the other hand. Owing to the large number of cases related to these commercial ads and people who deal with it, this research tries to monitor several Islamic jurisprudential rulings for a distinct legal and

Islamic view regarding such ads, and hence online commercial practices are blessed.

#### **Statement of the significance**

The importance of this research lies in its close connection with commercial ads through social media and monitoring the arising Islamic jurisprudential rulings. Not only industrious traders, but also e-platforms specialized in advertising may commit some Islamic violations while marketing their products. Thus, this study came as a contribution to controlling the process of commercial advertising, producing effective findings and

recommendations that contribute to rooting trade issues in the light of Islamic jurisprudence.

Statement of the problems and Questions of the study

This research addresses an answer to a basic question: What is meant by social media commercial ads?

From this fundamental question branch out a set of sub-questions closely related to commercial ads, its definition, types, contemporary means, jurisprudential rulings for commercial ads in Islamic jurisprudence and Egyptian law, and some applied models of social media commercial ads, their analysis, and their jurisprudential adaptation.

Reasons behind choosing the topic

First, the urgent desire to monitor the Islamic jurisprudential rulings related to social media commercial ads.

Second, the disputes between traders and managers of advertising platforms.

Third, the large number of requests for Islamic verdicts presented to specialists about issues related to commercial ads.

Research objectives

This research aims to achieve a set of objectives that can be summarized as follows:

1- Serving the research orientations of Najran University in comparative jurisprudence on contemporary Islamic jurisprudential issues. The research subject is closely related to the Islamic jurisprudential rulings of commercial ads through modern electronic means, which makes the need of traders for it disparate.

2- Defining commercial ads, indicating their types and regulations, and proving their permissibility in Islamic law.

3- Clarifying the views of the famous four schools of Islamic Jurisprudence and the contemporary Islamic jurists about the Jurisprudential rulings related to commercial ads.

4- Standing on the ways of Gharar and fraud and explaining the reasons behind their corruption and invalidity in Islamic law.

5- Stating what was declared in the Egyptian law regarding ads and the regulations to be fulfilled.

6- Monitoring several commercial ads that represent various forms of advertisements, through which all types of ads appear, hence identifying their Islamic rulings.

7- Stating research findings and recommendations.

## Literature Review

After meticulous research -by the researcher and within the limits of his ability and sources- I did not find a study that dealt with the topic of research, to exposure to its problem in a comparative applied jurisprudential manner. What I found were just studies related to the definition of ads and their Islamic rulings in general or monitored its Islamic regulations. The researcher had some discussions regarding what was mentioned in some of these studies.

Research procedures and the applied scholarly approach

The nature of the research necessitated applying an inductive and analytical approach based on stating the Islamic jurisprudential aspects related to social media commercial ads, and rooting them in terms of inference,

discussion, and superiority. The research relied on the authentic jurisprudential sources, some contemporary studies, and Egyptian positive law. The researcher tried to give superiority in controversial issues, to reach a view that achieves the interest, and is commensurate with the size of the problem today within the limits of Islamic conditions and regulations. The researcher attributes the narrations to their sources, the quotes to their narrators, the Quranic verses to their chapters, documenting the Prophetic Ḥadīths from their sources, and authenticating them if they are not found in the Two Ṣaḥīḥs, indicating what he thinks the most correct in every disagreement that the study touched upon.

#### Research plan

This research is divided into an intro, a preface, two chapters, eight sections, and a conclusion, as follows:

Intro: which presents a summary to the research idea, a statement of its significance, problems, and questions, the reasons behind choosing the topic, the research objectives, the literature review, the applied scholarly approach, and the research plan.

Preface: defining commercial ads and stating its types and contemporary means. The preface contains three sections:

- 1- Defining commercial ads linguistically and terminologically.
- 2- Commercial ad types.
- 3- What is meant by social media?

Chapter one: Jurisprudential rulings for commercial ads considering the Islamic jurisprudence and the Egyptian law. The chapter contains two sections:

1- Jurisprudential rulings for commercial ads in the Islamic jurisprudence.

2- Jurisprudential rulings for commercial ads in the Egyptian law.

Chapter two: Applied models of social media commercial ads, analyzing them, characterizing them within the Islamic jurisprudence, and explaining if they involve Gharar, etc. The chapter contains three sections:

1- Models of paid commercial ads and their Islamic Jurisprudential characterization.

2- Models of conditioned commercial ads and their Islamic Jurisprudential characterization.

3- Models of free commercial ads and their Islamic Jurisprudential characterization.

Conclusion: which contains the most important research findings and proposals.

An index.

#### Preface

Defining commercial ads and stating its types and contemporary means

1- Defining commercial ads linguistically and terminologically:

Linguistically, “Commercial ads” is an adjectival phrase consisting of two words: advertisements and commercial. Advertisement could be explained to several similar meanings:

a) Declaring, popularizing, and releasing, from which a press release was derived, which means publishing something and highlighting it in newspapers. [32][33][27][23][34]

b) Publicity: It is said “He publicly announced something” i.e., presented it to the

public. [34] This is what is observed in audible commercial ads, as it is often accompanied by declaration associated with the voices of advertisers who cannot keep silent about what needs to be announced and declared. [8]

c) Dissemination and spread: Arabs used to say “the matter was disseminated” i.e., appeared and spread.

It is clear from the above mentioned that the linguistic meaning of advertisement revolves within the framework of all these meanings. Advertisement includes the meaning of revealing a matter after being hidden, making it public after being secret, and announcing it after being exclusive. All such meanings require a transition from the state of non-existence to the state of existence, which is the case with everything that was hidden from sights, then emerged to eye by means of declaration, popularization, and release.

Terminologically, Muslim jurists almost used the same linguistic meaning of “Commercial ads”. They used the word “announcement” in their writings to mean declaration, popularization, release, dissemination, etc.

Contemporary jurists and researchers put into consideration the linguistic connotations of the term “announcement” which was used by the classical jurists earlier. These are some of their definitions for the term “announcement”: [39][31]

a) Al-Khūlī and Abū Makhaddah defined it as “what is published in newspapers, radio, etc. in special bulletins, which is of interest to the advertiser that people receive it and respond to it.” [19]

The limitation of “response” in this definition is controversial, as many ads are viewed by people without interaction or response depending on their financial and economic

circumstances that may not allow them to practically respond to advertisers’ purposes, which is marketing their goods through multiple e-platform ads.

b) AMA (American Marketing Association) defined Ad as “Various aspects of an activity that lead to publishing or broadcasting visual and audio advertising messages to the public aiming to urge them to purchase goods or services, or to persuade them to positively accept the advertised ideas, people, or establishments”. [22]

Using the term “advertising” in the definition is not recommended in terminological definitions, as definitions must be free from using the same defined term or part of it.

c) Some researchers have defined it as “the activity or art that aims to produce a psychological impact on the public to achieve commercial ends,” or it is “a set of means used with the intent of introducing an industrial or commercial project or praising a specific product.”

Using the entry “the public” in the former definition is controversial, as any ad target could be individuals or groups. It seems that the author meant the ad end, which could be many people who have been reached by the ad, even if they are reached individually and not as a group. It often happens that ads are displayed to groups of people gathered in one place and find commercial ads, as happens in electronic ads which are displayed to gatherings of people in markets, stadiums, roads, buildings, etc. [15]

d) Ad is defined from an Islamic point of view as “The science and art of presenting a project for commodities, services, facilities, or legal establishments in an Islamic way to create a state of psychological satisfaction and acceptance among the public in return for a

paid fee. Such process is carried out by an Islamic media mediator, who takes the media and communication as a mediator in which he discloses the personality and nature of the advertiser. [1]

It can be said that this definition is not defining the term "advertisement", but rather it is restricted to the "the Islamic ad" as it presents a description for one of the ad types in which the principles of advertisers are considered.

By studying the abovementioned definitions and the comments on them, a definition can be drawn up that brings them together, focuses on the basic points that make up the advertising process and is consistent with the course of the research title. It could be that: Ad is "an impersonal paid communication activity with scientific foundations and technical rules, through social media. Such activity is carried out by a known party to individuals or the public with the aim of attracting attention, excitement, persuasion, and encouragement to acquire commodities and services, or good acceptance of the advertised facilities, persons, or ideas".

The word "commercial" is derived from commerce, which means to circulate money for the purpose of profit. [8]

Their terminological definition does not contradict the linguistic one, as they stated, "It is about buying something to be sold for a profit" [9], or it is "Turning money around and spending it to seek growth" [12], or it is "Disposing of capital to seek profit." [36]

Defining commercial ads as an adjectival phrase:

After linguistically and terminologically defining the two words "advertisement" and "commercial", commercial ads can be defined -as an adjectival phrase and consistent with the

course of the research title- as: "An impersonal paid communication activities with scientific basics and technical rules, through social media. Such activities are carried out by a known party to individuals or the public with the aim of attracting attention, excitement, persuasion, and encouragement to acquire commodities and services, or good acceptance of the advertised facilities, persons, or ideas, seeking profit, development and achieving goals".

## 2- Commercial Ad types:

Considering a set of basics and criteria, commercial ads are divided into several types, each of which has its own distinctive characteristics, objectives, and marketing functions.

The criteria and basics that divide commercial ads into several types are the marketing function, the targeted audience, the purpose, the geographical scope, ad type, and advertising medium. [2][13]

The research focuses on listing commercial ad types considering the targeted audience and the advertising medium used, as follows:

First, commercial ad types considering the targeted audience:

Traders are usually keen to attract the largest possible segment of customers, varying their means of advertising their commercial products considering its relation to the targeted segments. It can be said that: considering the targeted audience, commercial ads are divided into several types: consumer ad, industrial ad, commercial ad, and professional ad.

Commercial ad is that which relates to commodities that are sold to intermediaries for the purpose of reselling them back to final consumers, not to industrial buyers. This type

of ad focuses on providing information about the commodity to encourage intermediaries to deal with it.

Second, commercial ad types considering the advertising medium used:

Considering the advertising medium used to convey information related to the advertised commodity, service, or establishment, commercial ads are divided into several types, the most important of which are:

- a) Advertising in newspapers.
- b) Advertising in magazines.
- c) Advertising in transportation.
- d) Advertising in murals.
- e) Advertising on radio.
- f) Advertising on television.
- g) Advertising on the internet: through social media, whose role has increased, and has become an essential part in people's lives, and a major dependable component which is not only indispensable in people's daily lives, but also achieves various gratifications for its users. [2]

### 3- What is meant by social media?

In this section, the research explains what is meant by social media, studies the associated commercial ads, and demonstrates its importance, with a focus on the most prominent of these means today.

First, what is meant by social media?

There are several definitions that show what is meant by social media:

- a) “Online or mobile platforms and websites that enable users to produce content

themselves and to have a two-way interaction with the information and its source.” [28]

- b) “Online or mobile platforms that enable two-way interaction, through user-generated content, as well as communication between users.” In other words, they are “Communication means through platforms that are specifically designed to allow users to create (produce) the content themselves, interact with this information, and its source.” [40]

- c) “Websites and applications designed to facilitate the process of communication between people all over the world, by interaction through posts, chats, or voice and video calls.” [30]

It is noted in these modern definitions that:

I. It revolves around new and innovative technologies that were not known to the ancients. This is natural, as every age has its means and methods of propaganda and publicity.

II. Attributing the creation of such contemporary mediums to their owners who are interested in advertising.

III. Conducting two-way interactions to communicate with other parties.

IV. The global feature of these modern means, which is very amazing that the ancients did not know.

From the above mentioned, a comprehensive definition -in the researcher’s view- could be extracted as follows:

Social media are platforms available today on the internet and mobile phones, with websites and applications designed to facilitate communication between human users all over the world by producing content, interacting

with information and its source, through posts, chats, or audio and video calls.

Second, the significance of social media:

Social media has become an important and indispensable aspect of our daily lives, and the entire world has become a digital wide web. [38]

The significance of social media can be summarized in the following points: [6]

- a) Achieving continuous communication with family members, neighbors, and friends as quickly as possible.
- b) Overcoming the problems related to long distances, alienation, as well as deaf mute communication through video and audio calls.
- c) Sharing ideas, views, and experiences, and commenting on the most important posts on individuals' and public figures' pages.
- d) Following up the current events, reading stories and articles, and interacting with all media publications.
- e) The possibility of publishing ads for various products, as well as following up evaluations and competitions in various fields.

Third, major social media:

A group of social media today are widely known and widespread among their users, especially in our Arab world and the Middle East region, which are Facebook, Twitter, Instagram, Messenger, WhatsApp, YouTube, Snapchat, mobile services, television, in addition to all websites of companies, agencies, pages, etc.

In essence, creating any means that achieve positive communication between people and allow them to exchange ideas, offer their commodities for sale, and initiate commercial

negotiations is permissible, provided that Islamic legal regulations are duly observed in everything that humans create and trade.

## Chapter one

Jurisprudential rulings for commercial ads considering the Islamic jurisprudence and the Egyptian Law

1- Jurisprudential rulings for commercial ads in the Islamic jurisprudence.

In essence, commercial ads are permissible, unless is accompanied by an indication that transfers it from the state of permissibility to either the state of prohibition, abomination, recommendation, or obligation. Such five decisions govern these ads, and they are detailed as follows:

First, Prohibition.

A commercial ad is considered prohibited in the following cases:

- a) If the commodity is forbidden to eat or possess, such as alcohol, pork, drugs, etc. which are indisputably prohibited in Islam. It has been established among Muslim jurists that "What is forbidden to eat is forbidden to sell" [13]. Their stipulation that the prohibition of selling what is forbidden includes any means through which this transaction takes place, and "Means have the rule of purposes" [21]. Accordingly, as an Islamic jurisprudential guideline for this chapter: "What is forbidden to eat is forbidden to offer for sale".
- b) If the advertised product is robbed, looted, or stolen, since the robber, the looter, and the thief are legally binding to return whatever they illegally took to its owner. Engaging in offering commercial ads for what they illegally took is exceeding limits in prohibition. Offering a forbidden product for sale on legal e-platforms that are licensed to

trade does not take it out of the state of prohibition. Thus, advertising is prohibited if the advertised product is not in the property of the advertiser because the real owner did not give him a permission neither to sell nor to offer it for sale on social media. Such disposal is defined by Muslim jurists as “Meddler’s Disposal”. A meddler is the one who disposes of others’ properties without their permission, authorization, or accreditation. Permitting such disposal is dependent on the real owner’s permission. If he does not permit, it is considered null and void by consensus of the jurists.

Ibn Baṭṭāl stated “Jurists are unanimously agreed that [a contract is] invalid if a person trades on behalf of someone else without his permission until the latter knows and accepts[32]. If he accepts, [the contract] then becomes valid.” However, jurists disagreed about the [contract’s] ruling if the owner permitted:

First: valid, according to the Ḥanafī, the Mālikī, the Old Shāfi‘ī School, and a narration for the Ḥanbalīs.

Second: invalid, according to the new Shāfi‘ī school, and the Ḥanbalīs’. [29][10][37]

Proponents of the former view invoked several evidence, including:

I. Allāh’s saying “...But Allāh has permitted trade and has forbidden interest...” [Al-Baqarah: 275].

II. Allāh’s saying “O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent...” [An-Nisā’: 29].

III. Allāh’s saying “...and seek from the bounty of Allāh...” [Al-Jumu‘ah: 10].

Hence, Allāh did not only permit business and trade, but also recommended people to seek profit. This is an Islamic general rule which must be unconditioned except by evidence, whether the transaction is practiced by a real owner himself or his representative, or the owner’s authorization and his acceptance at or after the contract.

IV. The Ḥadīth of ‘Urwah Al-Bāriqī who said that Allāh’s Messenger gave him a dinar to buy a sheep for him. He bought two sheep for him, sold one of them for a dinar and brought him a sheep and dinar. So, the Messenger invoked a blessing on him in his business dealings, and he was such that if he had bought dust, he would have made a profit from it. [18].

The Prophet PBUH (peace and blessings of Allāh be upon him) permitted such trade to ‘Urwah Al-Bāriqī. If it was invalid, the Prophet would have rejected it, and denounced whoever did so.

V. Such an act is considered ownership disposal, which was acted by an authorized person. Thus, the contract is valid.

VI. The owner will not be harmed if he is given the choice, but rather it is in his interest, as he is spared the business hardships.

As for proponents of the latter view, they invoked several proofs, including:

I. Texts about Gharar in financial transactions, and a meddler’s sale contains Gharar.

The answer is: Gharar is negated if the real owner knows what the meddler did and authorized the completion of the deal. Permission to complete the deal with knowledge of the price is contrary to Gharar.

II. Owner’s ownership of the sold commodity is stable, and the meddler’s transfer



of this ownership without authorization or representation is contrary to the general rules.

The answer is: a meddler's financial transactions is not contrary to the rules if the real owner knows and authorizes the completion of the transaction. [26][7]

Thus, the superior view is the permissibility if the real owner authorized the meddler's financial transactions. This is due to the sound evidence of those who permitted, and the strong arguments against those who did not.

Accordingly, if a meddler offers an ad to sell a commodity he does not own and the real owner found the ad, or the meddler himself informed the owner about the ad, but he objected, then the transaction is null and void. In this case, the meddler must withdraw his sale to the buyer and return the commodity to its real owner. On the other hand, if the real owner authorized the meddler to complete the deal, then it is valid according to the superior view. General interest necessitates permissibility in the case of authorization, especially since the advertiser has paid the ad fees, and the buyer has paid the delivery fees. In this case, the two parties cannot revert, especially with the long-distance of their places, thus, interest necessitates approving the deal.

c) If the advertised commodity is permissible, but is associated with pornographic backgrounds or clips, or pictures of naked women or revealing parts of their bodies not permitted by Sharī'ah to be seen. Unfortunately, this is a widespread phenomenon with modern ads, whether on the internet, outdoor, or magazines which are associated with indecent backgrounds that blots out Allāh's blessing to trade.

d) If the ad is contrary to the laws, customs, or regulations of a country, such as

weapons ads which promote radical thoughts. It is no secret that this is a way to stir up chaos and inciting people, which is a very dangerous matter as the Islamic jurisprudence has taken a strict stance against.

e) If the advertiser is allowed to advertise on an e-platform which has been lenient with him in paying in advance due to his special circumstances, but he intends to exploit this opportunity to advertise and sell his products without paying this platform advertising fees. By doing this, he is considered a deceitful trader. It is true that he will earn money in exchange for marketing, but his commercial reputation will be tarnished, and this platform will not only stop dealing with him, but also will warn other platforms against this type of deceitful traders.

Second, Abomination:

If a commodity is in the possession of its owner who is in need for it but is neither destitute nor needy. In this case, offering this commodity - which he or his family need- in an ad for sale, may be categorized under abomination.

Third, Obligation:

If the owner of a commodity is poor and does not find subsistence except through offering his commodity for sale. In this case, advertising is obligatory because by selling the commodity he saves himself from destruction, Allāh says "...do not contribute to your destruction with your own hands..." [Al-Baqarah: 195], Zayd ibn Aslam commented "Destruction is when a person dies of hunger, thirst, or from walking". [11]

Fourth, Recommendation:

If a person or his family desire specific food or clothes and he does not find a way to sell a commodity except through offering for sale. In

this case, he is recommended to offer an ad to sell this commodity to satisfy himself or his family or children. Thus, falls under recommendation every case in which it is not possible to sell except through a commercial ad, and selling the advertised commodity is a fulfillment of a worldly desire through which joy and happiness are obtained, and it does not contradict Islamic regulations.

Any other case than the abovementioned four decisions (prohibition, abomination, recommendation, or obligation) regarding commercial ads, falls under the state of Permissibility.

2- Jurisprudential rulings for commercial ads in the Egyptian law.

Commercial Law of Egypt included several articles related to commercial ads that judges need whenever commercial violations or disputes between traders take place. In fact, such articles control the commercial process and make traders aware of their various commercial activities.

In this law is a very important article, the nineteenth, which reads “a person who announces himself in newspapers, pamphlets, radio, television, or any other means, as a trader is presumed. Such presumption may be denied by proving that the announcing person did not actually engage in trade.” [24][25]

The article revolves around the method that proves the profession “trader” to a specific person, through stating in an ad in newspapers or other means of communication that this person whose details are so and so is a trader. In fact, this is considered granting a preliminary legal characterization of doing business. As a result, whoever wants to trade with that person will be only reassured. However, any evidence

proves that this advertiser has never done business, his ad then is considered illegal.

In the Islamic jurisprudence, the essence is that any eligible person is permitted to do business. This is the established practice throughout Islamic history. People still trade with each other with neither having licenses to practice trade, nor have they to announce in some ways proving that they are “traders”. This is also established nowadays, as individuals sell their movable and immovable items and barter with each other as real owners not as traders.

Commercial Law of Egypt in its entirety agrees with the Islamic jurisprudence rules. Although there are some difficult articles, they are in the interest of both the trader and the customer. Every legal material achieves an interest for the seller and the buyer and does not contain any prohibition that contradicts the Sharī‘ah such as usury or extortion, is a legal material that falls under the state of permissibility. Studying such materials and rooting them considering the Islamic jurisprudential regulations are among the research’s proposals.

## Chapter two

Applied models of social media commercial ads, analyzing them, characterizing them within the Islamic jurisprudence, and explaining if they involve Gharar, etc.

1- Models of paid commercial ads and their Islamic Jurisprudential characterization.

Paid commercial ads are those which provide varying spaces on e-platforms for an agreed fee between the advertiser and the customer. “Paid ad is an online advertising model where advertisers tender to participate in auctions for displaying their ads on specific platforms and networks. The more opportunities are increasing, the more competitive the market is getting. It has become very difficult to rely

solely on unpaid channels to display the ads the customer wants. Paid ads are usually shown to users on the sides, top or bottom of web pages. Marketers can pay more to display their ads on more popular websites to increase traffic. The growing popularity of social media has recently turned sites like Facebook and LinkedIn into effective platforms for paid Ads.” [4]

It is clear from the above mentioned that there are two parties, the first is the platform as a seller who provides the ad service, while the second is the customer who is willing to pay money for getting a suitable space and duration to his commercial product. Usually, prior to displaying the ad, the customer transfers fees to the platform account, attaching to its manager what proves that such as messages which banks usually send to their customers after each transaction. The platform may consider the customer’s circumstances and displays his commodity through an appropriate ad, on the basis that the fees will be transferred after an agreed period, the case which is allowed in the Islamic Jurisprudence. In the first case of prepayment, the process could be categorized as expediting payment in return for a service with specific descriptions in terms of space, duration, and capacity. The ad is limited in size, space, and duration, thus, whoever needs to increase duration, must pay in return. The description is achieved in terms of advertising graphic enhancements that have a positive effect in drawing the attention of customers to the advertised commercial product. If the advertiser did not comply with the detailed terms of the agreement and violated any of the ad pillars, the customer has the right to recoup some of his financial rights, and this is fixed by duration, space, and form.

In an Islamic jurisprudential study about the forms and the rulings of prepayment for commodities and services in Islamic economy,

the author concluded that “Prepayment is paying the price of a commodity or service before receiving it. That is common in exchanging sales and services and is often done through specific cards, which is considered -in the research’s view- a non-binding agreement. However, the sale or lease is considered valid at each transaction, and the deposit is considered a debt on the seller or the leaser. The settlement takes place upon attaining each part’s right, and the deposit is considered a presumptive loan which is permitted in sale and lease.” [17]

If the customer defaults, then it is a debt he owes. This case is like a person who buys a commodity from a shop on credit, which is permissible by consensus of the jurists, and it happens when a buyer gets a commodity and delays the payment. Al-‘Aynī stated “They are unanimously agreed that buying on credit is permissible.” [20]

Here is an example of a paid commercial:



It is noted in this ad several elements:

- 1- The product description, which is “a box of mixed dates”.
- 2- The producer’s phone number.
- 3- Location of the producing entity (Al-Qassim – Buraydah).
- 4- Red roses for marketing improvements.

## 5- Ad platforms: Twitter, Facebook, Instagram.

The package price was left unadvertised, which may have been intentional so that the customer would have to contact the producing party to offer him other products that might suit him.

As for the ad's details; contract and costs do not usually appear in the ad, and whoever wants to know the ad fees should contact the entity that creates the ad, which in turn has special ad platforms that display its marketing services and its costs.



This is another example of a pre-paid commercial ad which contains almost the same elements of the previous one. Likewise, all paid marketing ads in general contain such elements that are important in the marketing process and are basically permissible. The more proficient the producer is in describing the product and the more the advertiser excels in displaying it, the more that attracts customers. The essence of Commercial incentives is the permissibility unless they are associated with whatever takes them out of this state.

## 2- Models of conditioned commercial ads and their Islamic Jurisprudential characterization.

Conditioned commercial ads are those for which e-platforms regulates specific conditions commensurate with their general policy, and regulatory authorities often intervene. "Certain

types of businesses are blocked from advertising to prevent exploitation of users. Based on our ongoing reviews and feedback we receive from users, regulators, and consumer protection agencies, we identify from time-to-time products or services that are at high risk of abuse. If we determine that certain types of businesses pose an unreasonable risk to a user's safety or user experience, we may then block or stop showing relevant ads." [5]

Regulating certain conditions by advertiser for whoever needs his services is considered transparency in business. When a trader reads these conditions, he can easily decide either to conclude the agreement with the platform if the conditions suit him, or search for another platform whose conditions suit him. Jurisprudentially, this is categorized under what is known as "Conditioning in sales", and they are additional conditions besides the well-known sale conditions the two parties agreed upon in a way that achieves their interest. Thus, the platform may stipulate whatever it wants, such as telling the trader that "you only have 10 minutes per hour", or that "you have a space in which only two products are displayed". Likewise, the trader may stipulate whatever he wants, which achieves his interest and does not harm the platform, such as stipulating a duration of 15 minutes per hour or displaying three products in each ad space. Such stipulations are basically permissible if they do not contradict an Islamic legal ruling or harm the interest of the second party.

### رفض الإعلان أو مادة العرض

سيتم رفض الإعلانات ومواد العرض التي لا تلتزم بسياسات "إعلانات Google". ولن يُعرض الإعلان المرفوض إلى حين معالجة انتهاك السياسة ومراجعة الإعلان. في "إعلانات Google"، سيُشار إلى ذلك في عمود "الحالة". يمكنك الاطلاع على مزيد من المعلومات عن كيفية تعديل إعلان مرفوض.

It is noted here that complying with Google ads policies is required, and whoever violates, his

ad will be rejected until it is modified to accommodate with the platform.

Likewise, regulatory authorities have their general conditions on their websites for practicing ad business. Whoever violates their literature and laws, the platform automatically stops. They are strict in their conditions of advertising that traders usually submit because that harms platforms' interest. In fact, all these conditions achieve the interest of all parties, thus, the Islamic jurisprudence and its legal rules support all of this.

### 3- Models of free commercial ads and their Islamic Jurisprudential characterization.

Free commercial ads are those which offer free services to customers who want to display their products.

“There are several lawful and legal ways through which you can get free offers or credits that allow you to use Google ads, for example, for free. These methods give free credit to enjoy Google Ads services, which is considered one of the best marketing strategies available on the internet. This type of free credit is an aid to increase advertising campaigns.” [3]

E-platform provides a free ad service, and in fact, it benefits by attracting the largest possible number of customers who may buy other services in return. When those customers find credibility in dealing with free platforms, this will inevitably lead them to contract in exchange for other platforms that provide better ad services. The matter which achieves their interest in terms of professionalism in commercial product ads. This is all considered commercial incentives which refers to the elements that the seller or the producer provides. It is known as goods or services, encouraging visitors, and pushing them to acquire and buy it for fees. Essence of

commercial incentives set by traders to market their products is the permissibility unless it does not include a prohibition such as usury, Gharar, or injustice. [16]



It is noted here that the ad is marketing for how to create free ads on some e-platforms which do not object, but rather it uses them to attract customers and traders to learn about all paid services. All of this is included in the framework of permissibility, as stated above, unless it does not contain any prohibition.

## Conclusion

### a. Findings

1- A commercial ad is one of the most important means through which commercial products are marketed today. Competition is in full swing between online advertising platforms to attract the largest possible number of customers.

2- The linguistic meaning of the term “advertisement” and its derived indications have several meanings that are convergent in terms of connotation: displaying, spreading, declaration, popularization, release, and dissemination.

3- Terminologically, Muslim jurists almost used the same linguistic indication when defining advertisement, as both the linguistic and the terminological definitions are the same in terms of meaning. They used the word

“announcement” in their writings to mean declaration, popularization, release, dissemination, etc.

4- Early Muslim jurists used the term “advertisement” with its linguistic connotations, the matter which has been observed by contemporary jurists and researchers.

5- The researcher's terminological chosen definition of advertisement is that it is “An impersonal paid communication activities with scientific basics and technical rules, through social media. Such activities are carried out by a known party to individuals or the public with the aim of attracting attention, excitement, persuasion, and encouragement to acquire commodities and services, or good acceptance of the advertised facilities, persons, or ideas.”

6- The definition chosen by the researcher for commercial ads -as an adjectival phrase and consistent with the course of the research title- is that it is “An impersonal paid communication activity with scientific principles and technical rules, through social media. Such activity is carried out by a known party to individuals or the public with the aim of attracting attention, excitement, persuasion, and encouragement to acquire commodities and services, or good acceptance of the advertised facilities, persons, or ideas, seeking profit, development and achieving goals”.

7- Considering a set of basics and criteria, commercial ads are divided into several types, each of which has its own distinctive characteristics, objectives, and marketing functions.

8- The criteria and foundations that divide commercial ads into several types are the marketing function, the targeted audience, the

purpose, the geographical scope, ad type, and advertising medium.

9- Commercial ad is that which relates to commodities that are sold to intermediaries for the purpose of reselling them back to final consumers, not to industrial buyers. This type of ad focuses on providing information about the commodity to encourage intermediaries to deal with it.

10- Allocating intermediaries with such commercial ads has many benefits, including revitalizing the intermediaries process based on rapid double activity and providing jobs for several unemployed youths by joining the world of brokerage.

11- This media commercial ad allocation does not fit into the case of “Meeting the caravans on the way” (to buy the goods away from the market), which is prohibited by Sharī‘ah, as it is an ad initiated by creating advertisers, and is not among brokers’ methods.

12- There are three interests in this professional advertising path which we have clarified in the core of the research.

13- The researcher's chosen definition of social media is that “social media are platforms available today on the internet and mobile phones, with websites and applications designed to facilitate communication between human users all over the world by producing content, interacting with information and its source, through posts, chats, or audio and video calls.

14- The true Islamic Sharī‘ah supports these contemporary scientific, commercial, and social positives. It serves knowledge, strengthens the ties of kinship, saves time, delivers experiences and news, facilitates many difficulties, brings people closer to those with disabilities, and is not cost. All these



advantages fit into the general rules of Sharī‘ah and are controlled by accurate regulations that increase it positively.

15- The most significant social media websites which provides commercial ads are Facebook, Twitter, Instagram, Facebook Messenger, WhatsApp, YouTube, Snapchat, and television.

16- In essence, creating any means that achieve positive communication between people and allow them to exchange ideas, offer their commodities for sale, and initiate commercial negotiations is permissible, provided that Islamic legal regulations are duly observed in everything that humans create and trade.

17- In essence, commercial ads are permissible, unless it is accompanied by an indication that transfers it from the state of permissibility to either the state of prohibition, abomination, recommendation, or obligation. Such five decisions govern these ads and have been detailed in the research.

18- If a meddler offers an ad to sell a commodity he does not own and the real owner found the ad, or the meddler himself informed the owner about the ad, but he objected, then the transaction is null and void. In this case, the meddler must withdraw his sale to the buyer and return the commodity to its real owner. On the other hand, if the real owner authorized the meddler to complete the deal, then it is valid according to the superior view.

#### b. Recommendations

During this study, a group of research ideas appeared to the researcher, some of which are related to ads and others that are not, but they are not devoid of interest and kind of relevance to the topic of the current study:

1- Recession in business and the related Islamic jurisprudential rules, a contemporary jurisprudential study.

2- “What is forbidden to eat is forbidden to sell” an Islamic juristic rule: (contemporary jurisprudential applications).

3- Discrimination penalties for advertising prohibitions that are undisputedly prohibited of the religion.

4- Ad fees, its regulations and amounts: an Islamic jurisprudential economic study.

5- Disputes between advertising platforms’ managers: judicial applications.

6- Current controversial issues of commercial ads in non-Muslim countries.

7- Regulations of commercial ads in Arab laws: a comparative study with Islamic jurisprudence.

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