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Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2019. Councils are composed of senior advertising industry and public representatives, who volunteer their time to adjudicate consumer complaints under the provisions of the *Canadian Code of Advertising Standards (Code)*.

The case summaries are divided into two sections.

Identified Cases

This section identifies the involved advertisers and provides details about consumer complaints regarding advertisements that were found by a Council to contravene the *Code*. In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint. Where provided, an "Advertiser's Statement" is included in the case summary.

Non-Identified Cases

This section summarizes consumer complaints upheld by Council without identifying the advertiser or the advertisement. In these cases, the advertiser either withdrew, permanently retired, or appropriately amended the advertisement in question after being advised by Advertising Standards Canada that a complaint had been received, but before the matter was adjudicated by Council.

As required by the *Code*, retail advertisers also ran timely corrective advertisements in consumer-oriented media that reached the same consumers to whom the original advertising was directed.

For information about the *Code* and the Consumer Complaint Procedure, select the following links:

Canadian Code of Advertising Standards

Consumer Complaint Procedure

Identified Cases - January 1, 2019 - December 31, 2019

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Air Transat
Industry:	Air travel
Region:	Ontario
Media:	Online video
Complaint(s):	1
Description:	An online video promoting the Air Transat Kids Club showed a family vacation from a child's perspective. The commercial included a scene of passengers on an aircraft.
Complaint:	The complainant alleged that the seat configuration and legroom on the aircraft shown in the commercial was misleading.
Decision:	In its response to Council, the advertiser submitted that the advertisement's objective was to promote the Air Transat Kids Club. No claims were made about seat layout or legroom, and the configuration was shown for only 1 second of the 15 second commercial. The advertiser cited the Supreme Court of Canada case of *Richard* v. *Time Inc.,* (2012 SCC 8) which stands for the proposition that the general impression created by an advertisement should be considered from the perspective of a naïve consumer in a hurry. The advertiser drew Council's attention to the Court's determination that a general impression is created after initial contact with the entire advertisement. In order to determine whether the general impression the advertisement conveys is false or misleading, importance must be attached to the entire context of an advertisement and the entire advertisement rather than just portions of it. The advertiser submitted that the general impression of its advertisement relates to family vacations with young children in idyllic destinations, and not seat configuration. Under Clause 1 of the *Code*, the concern is not with the intent of the advertiser, but rather with the general impression conveyed. When assessing the general impression, Council noted that although there were many short scenes throughout the commercial, the advertiser chose to include a scene in its aircraft. The aircraft shown was spacious, which indeed implied that the advertiser's aircrafts feature spacious legroom. In the view of the majority of Council, the application of *Richard* v. *Time* in fact further supports this interpretation of the general impression. On this basis, the majority of Council members found that the advertisement contained misleading representations and contravened Clause 1(a) of the *Code*.

	Three Council members did not find that the advertisement contravened the *Code* and that the representation of seat configuration could be understood by consumers to be a dramatization only. Council agreed that adding a clear and prominent disclaimer stating that this is a dramatization only, and that images shown do not represent an actual Air Transat aircraft, could offset the otherwise prevailing general impression that the depiction of the aircraft can be relied upon as accurate. This disclaimer was not present in the commercial as reviewed by Council.
Infraction:	Clauses 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Cabelas
Industry:	Retail
Region:	Alberta
Media:	Email and radio
Complaint(s):	1
Description:	An email and radio advertisement promoting Cabela's Weekend Firearms Sale included a claim stating: "Save 10% on all new and used firearms".
Complaint:	The complainant visited one of the retail locations to take advantage of the promotional offer. The store clerk informed the complainant that the item he wished to purchase was not eligible for the 10% discount. The complainant alleged that the advertisements were misleading because they did not outline the exclusions and limitations of the offer.
Decision:	In its response to Council, the advertiser submitted that the radio commercial directed consumers to "check out the deals online and in-store" and that the email advertisement inadvertently omitted the disclaimer stating that the promotional offer was available "on regular-priced items". Since the ads in question did not refer to exclusions or limitations in the promotional offer, Council found that the advertisements did not clearly state all pertinent details of the offer. Council held that it was not possible to state that the promotion was applicable to "all" firearms, and then limit this through any type of qualification. The word "all" does not allow for any exclusions. It was not relevant to Council's deliberations that the limitations may have appeared in other pieces communicating the offer, or that the omission of the qualification was unintentional.

	The claim in the advertisement was that the sale applied to all items, which was not accurate. On that basis, Council found that the advertisements contravened Clause 1(b), (c) and (d) of the *Code*.
Infraction:	Clause 1(b), (c) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Collinson Group – Priority Pass
Industry:	Leisure Service
Region:	National
Media:	Website
Complaint(s):	1
Description:	Priority Pass advertises on its website that their "lounges are quiet, connected spaces…with complimentary pre-flight bites, drinks and other added perks…" The website also advertises that there are over 1300 lounges worldwide.
Complaint:	The complainant is a Priority Pass member who claimed that the website advertisement is misleading because the benefit of pre-flight food and drink is allegedly only available at some lounges. The complainant was charged to gain access to the lounge in the Minneapolis airport, and was provided $15 US toward a menu of food.
Advertiser Response:	In its response to Council, the advertiser submitted that both on the website and in the mobile app for members there are conditions listed that are specific to the lounge in Minneapolis, and that members need to check the individual lounge information to find out what the conditions or restrictions are.
Decision:	Council noted that the advertised claim about member benefits on the Priority Pass website did not contain a disclaimer that certain lounges do not offer the complimentary food and drink. If a consumer was looking to purchase a travel membership in order to receive the benefit of food and drink at no extra charge, they could be misled that Priority Pass will provide them with this perk, without any limitations or restrictions. Council noted that the website says that free alcohol is available at "most lounges", but does not include qualifications related to other benefits. It follows that the omission of a disclaimer or any sign or statement to that effect, means consumers would not know to look for terms and conditions that apply to the Priority Pass program. On that basis, Council was unanimous in its decision that the website advertisement conveys the general impression that being a cardholder of Priority Pass means getting complimentary food and drink and, since this is not available at all lounges, this is misleading to consumers. Council recommended that language or clear and prominent disclaimers be added to direct the consumer expressly to review the limitations that apply to the advertised benefits. The

	advertisement can direct the consumer to read further 'terms and conditions', so long as there is more information available to qualify the claims made in the advertisement itself.
Infraction:	Clause 1 (a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	EB Games
Industry:	Toy & Video game
Region:	Ontario
Media:	Flyer
Complaint(s):	1
Description:	A promotional flyer for a video game read "$14.99 each. Save $25. Reg. $39.99 each. Also available on [an alternate gaming platform]."
Complaint:	The complainant alleged the advertisement was misleading because the version of the video game offered for the alternate gaming platform was not on sale and was available at the regular price of $59.99.
Decision:	Ad Standards asked the advertiser to respond to the allegations that were the subject of the complaint, but the advertiser did not respond. The majority of Council concluded that by not stating that the alternate version of the game was available at the regular price of $59.99, the advertisement left the impression that the same sale price applied to all advertised versions of the game. The Council found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Fast GTA House Buyers

Industry:	Real estate services
Region:	Ontario
Media:	Print
Complaint(s):	1
Description:	A letter that appeared to the complainant to be hand-written, read, in part, "…my partners Alex, Mario and I recently dropped another note in your mailbox about buying your house, but we have not heard back….". " We're private real estate investors who purchase houses directly from sellers like you! We're NOT real estate agents and we do not use them in our transactions."
Complaint:	The complainant alleged that the advertisement was misleading because it did not include the company's name and was presented in a format that concealed the fact that it was an advertisement.
Decision:	Ad Standards asked the advertiser to respond to the allegations that were the subject of the complaint, but the advertiser did not respond. The majority of Council concluded that the ad was misleading because it did not clearly identify the advertiser by name. Two Council members also found that the advertisement was presented in a format that concealed its commercial intent. However, this was not the prevailing view of Council.
Infraction:	Clauses 1(f).

Clause 1: Accuracy and Clarity	
Advertiser:	Frank Leo & Associates
Industry:	Real Estate Services
Region:	Ontario
Media:	Out-of-home

Complaint(s):	1
Description:	An advertisement for a real estate broker contained a very large headline that read: “#1 in the World” An asterisked small print disclaimer at the bottom of the advertisement read: “#1 individual Re/max agent worldwide for dollar volume in 2017".
Complaint:	The complainant alleged the #1 claim was misleading.
Decision:	In its response to Council, the advertiser provided documentation to show that Frank Leo was ranked, by RE/MAX, as #1 in combined Residential and Commercial sales commissions in the RE/MAX network in 2017. In Council’s assessment, the claim conveyed the impression that Frank Leo was the #1 ranked broker in the entire world, bar none. To Council, the small-type disclaimer was inconsistent with the much larger dominant, principal message found in the headline of the advertisement. Council, therefore, found that the advertisement contained a misleading claim, that the disclaimer contradicted the more prominent main message, and was not clearly legible.
Infraction:	Clause 1(a) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Global Pet Foods
Industry:	Retail
Region:	Ontario
Media:	Point-of Sale
Complaint(s):	1
Description:	A 15% savings on an entire purchase was promoted in an in-store poster. An asterisked disclaimed below the saving claim read: “Certain restrictions apply. See Sales Associate for full details”.
Complaint:	The complainant alleged the advertisement was misleading because it failed to mention that the discount only applied to the purchase of one item.

Decision:	In its response to Council, the advertiser directed Council to a pamphlet available in stores that detailed the restrictions, which included the limit of one bag, box or case of cans of pet food per month. However, Council found that not only did the one bag limit contradict the more prominent reference to “entire purchase” in the advertising, Council also found that all pertinent details of the offer were not clearly stated in the advertisement itself.
Infraction:	Clause 1(c) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Guelph & Area Right to Life
Industry:	Not-for-profit Advocacy Organization
Region:	Ontario
Media:	Out-of-Home
Complaint(s):	2
Description:	A transit advertisement claimed: “Life Should Be the Most Fundamental Human Right. Say No to Abortion.” The message was accompanied by the image of a fetal ultrasound in the foreground, held by a woman in the background whose face was blurred out.
Complaint:	The complainants alleged the advertisement was misleading because it conveyed the impression that the advertised fetus is “human”. One of the complainants also alleged that the ad undermined women’s human rights when facing an unwanted pregnancy.
Decision:	In its response, the advertiser stated that the advertisement is an opinion piece communicating the views of its group. The advertiser also submitted that one of the complainants is conflating the word “human” and “person”; personhood is a legal concept, whereas being “human” is a biological one. Council was clear in its commitment, as an independent body, to respect the rights of advocacy organizations to advertise their position. It was Council’s unanimous decision that the ad did not demean or disparage women who have had or are considering having an abortion, nor did it undermine women’s rights when facing an unwanted pregnancy. The imagery in no way offended standards of public decency. However, in keeping with previous findings by this body, Council looked to the Criminal Code to assess the meaning of “human”. A child only becomes a “human being” under this law after live birth. By including the ultrasound picture of a fetus in connection with the word “human”, this distinction between pre- and post- birth was blurred and created a misleading general impression in the view of Council. By implying that a fetus could have “human” rights, Council found that the ad was misleading and thereby in contravention of

	Clause 1 of the *Code*. Two Council members did not find that the ad was misleading, and felt that a standard other than the definitions under the Criminal Code should be applied in assessing claims of life, human status and personhood. However, this was not the prevailing view of Council.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	HostPapa Inc.
Industry:	Web Hosting
Region:	National
Media:	Advertiser's Own Website
Complaint(s):	1
Description:	A claim on the website of a webhosting service stated: "Unlimited bandwidth means you will never be charged extra fees for high bandwidth usage".
Complaint:	The complainant alleged the claim was misleading.
Decision:	Council understood that for reasons unknown to the complainant, he appeared to have unusually high bandwidth usage. After claiming to try, without success, to resolve the issue, the advertiser closed down the complainant's website and recommended that he upgrade to a costlier service. In its response to Council, the advertiser pointed to a statement in the advertisement that read: "…like all hosting companies, we monitor our shared servers for excessive use and abuse to ensure optimal performance for everyone". The advertiser also explained that monitoring and managing excessive bandwidth usage was necessary to ensure the health of the broader user community and was common practice in the industry. Council understood that on occasion it could become necessary for the advertiser to "manage excessive bandwidth usage". However, Council found that the prominent, principal message in the advertisement, i.e. "unlimited bandwidth usage" meant that there was no limitation on usage when, in fact, there was. Council, therefore found that the advertisement contained a misleading claim.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Kelowna Animal Action
Industry:	Not-for-profit Advocacy Organization
Region:	British Columbia
Media:	Out-of-Home
Complaint(s):	1
Description:	A billboard advertisement in West Kelowna, included pictures of hens, pigs and chicks in what appeared to be in various farm settings. The animals each appear to be sickly, sad or dead. The caption read “Meet your bacon and eggs. Keep cruelty off your plate.”
Complaint:	The complainant alleged the advertisement was misleading because it did not depict an accurate representation of animal farming conditions and egg production in Canada.
Decision:	In its response, the advertiser stated that images of all its advertising, including this one, are true and accurate depictions of animal agriculture in British Columbia and Canada. However, the advertiser provided no evidence to substantiate its statement. Council took notice that in some cases animals intended for human consumption can be held and raised under distressing conditions in some part of the world. The general impression created by the advertisement was that these conditions were representative of farming in Canada. However, no evidence was provided to show that these images reflected typical conditions or common practice in the agriculture industry in Canada. It was without evidence to the contrary, Council’s unanimous decision that the ad did not accurately depict farming conditions which are strictly regulated in Canada. The ad was therefore found to be misleading by Council and thereby in contravention of Clause 1 of the *Code*.
Infraction:	Clauses 1(a).
Advertiser's Verbatim Statement:	It is quite clear that the decision-makers of this Council are rather ignorant of the very fact that indeed Canadian animal agriculture is exactly what the images depict in the vast majority of the cases. Refusing to acknowledge that does no one any good, least of all the exploited animals. Imagine how difficult it might be to travel across the country to document to your liking the reality of what these animals endure on-farm and in-abattoirs, ALL of it completely unnecessary as humans have zero nutritional requirements for animal flesh and products. We did provide you accurate images taken in Canada. Your decision makes the Council complicit in animal exploitation and clearly shows industry bias.

Clause 1: Accuracy and Clarity	
Advertiser:	Macbeth Group
Industry:	Financial Services
Region:	Alberta
Media:	Email
Complaint(s):	1
Description:	An email advertisement offered a 20% discount on an online course. The offer was advertised to be available for 4 days.
Complaint:	The complainant alleged that the advertiser guaranteed availability in, and a discounted rate for, its online finance course to those who had watched its webinar. The complainant visited the advertiser's website within the requisite 4-day time period for the offer and discovered the offer was no longer available.
Decision:	In its response to Council, the advertiser submitted that the offer was rescinded for reasons beyond its control. The third party that had supplied the course retracted course availability to residents of Canada. The advertiser further submitted that webinar participants were notified via email and other semi-public forums about the offer cancellation. Council considered the fact that the advertiser had to rescind a product it was offering for reasons beyond its control. However, under Clause 1 of the *Code*, the concern is not with the intent of the advertiser, but rather, the focus is on the claim as received and the general impression conveyed by the advertisement. The online notification did not indicate that the course offering was terminated. Instead, it stated that "registration is closed" and that the program was "on hold for the time being". It left the impression that the program may resume in future, but without the discount being honoured. Since the advertisement in question made an offer for a product that was not available when the consumer wanted to purchase it, the majority of Council members found the advertisement to be misleading. Ultimately, the responsibility for the advertising lies with the advertiser, and not with the third party supplier of the course. As such, the onus is on the advertiser to ensure viability of the offer before making it. On that basis, the majority of Council found that the advertisement contravened Clause 1(a) of the *Code*.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	MoveUP (Movement of United Professionals)
Industry:	Union
Region:	British Columbia
Media:	Radio
Complaint(s):	2
Description:	In a radio advertisement, a female voiceover, portraying someone who works in the car insurance industry, asked what is the difference between public and private car insurance. She stated that private car insurance is a lot like private healthcare insurance in the United States. Then, she claimed that private insurers are motivated by profit, cancel coverage at any time, and regularly delay and deny claims, leaving consumers with huge bills and without the care they need. Finally, the voiceover claimed that she does not think consumers want that in British Columbia.
Complaint:	The complainants alleged the radio advertisement was misleading because the comparison between private car insurance in British Columbia and private healthcare insurance in the United States is not a factual comparison. One of the complainants also alleged that the advertiser was not clearly identified in the radio commercial.
Decision:	In its response to Council, the advertiser stated that the advertisement made a comparison of user experiences in related industries but did not make any assertions about one company, product or person. Moreover, the advertiser submitted that its organization was clearly identified in the advertisement. Council unanimously agreed with the complainants that comparing private insurance in British Columbia with private healthcare in the United States is like comparing “apples and oranges”. Moreover, the advertiser did not submit any evidence to support the comparison made between these two different industries. Given that no evidence was provided to Council to substantiate the claims of similarity made between private car insurance in British Columbia and private healthcare insurance in the U.S., Council found that the radio advertisement included misleading claims thereby contravening Clause 1 (a) of the *Code*. However, the majority of Council agreed that the advertiser was clearly identified in the advertisement and therefore did not contravene Clause 1 (f) of the *Code*. Stating the name of the advertiser was sufficient in this case, without needing to explain the nature of MoveUp as an organization.
Infraction:	Clause 1(a).

Advertiser's Verbatim Statement:	MoveUP represents over 12,000 union members, primarily in British Columbia, including workers in public and private insurance industries. MoveUP strives for accuracy in its issue-based advertising. Extensive focus groups and public opinion research informed this advertisement. In that research, consumers repeatedly compared dealing with private auto insurance to dealing with private health insurance in the U.S. Private car insurance experiences cited by consumers were not specific to British Columbia, as the Council incorrectly inferred. Comparing outcomes in different insurance offerings is common in insurance industry publications and has been the subject of academic papers. Our ad did not make claims about a specific product or organization. Accordingly, we respectfully disagree with the decision. However, Move UP will not appeal this decision as the ad's scheduled run has ended and it has run its course. MoveUP will continue to advocate for the benefits of public car insurance through our Driving Public campaign.

Clause 1: Accuracy and Clarity	
Advertiser:	No Frills
Industry:	Retail
Region:	Ontario, Manitoba
Media:	Print, flyer, in-store signs, online, out of-home
Complaint(s):	2
Description:	The advertising, which appeared in various media, included the slogan "Won't Be Beat". In some of the ads, the slogan was accompanied by the tagline "If you find a cheaper price, simply show us and we will match." Depending upon the context in which the slogan appeared, the advertising may also have included more information about the price-matching program.
Complaint:	The complainants alleged that the slogan "Won't Be Beat" is misleading, since the price matching policy only includes certain retailers, and has limited geographic reach. The complainants further alleged that the slogan, accompanied by the tagline, implies that no restrictions apply and that the advertiser will price match an identical item from any other retailers as long as the item is cheaper at a supermarket competitor.
Decision:	The advertiser submitted that the disclaimer included in its print flyer, e-flyer and website provided sufficient information to qualify the limitations on its price matching policy, combined with in-store signs listing the major supermarket within the store's geographical trade area that qualify for the price match program identifying the major competitors applicable to each store location.

	Council was unanimous in its decision that the advertisement did not contravene the *Code*. Council considered the totality of efforts made to properly and adequately qualify the "Won't Be Beat" statement and agreed that while there is an onus on the consumer to find the information, the information is indeed readily available. In its discussions, Council noted that when executed properly and to the extent intended, the materials are sufficient to give consumers the information they need to understand the meaning of "geographic trade area" and the price-matching policy, so that the "Won't be Beat" slogan is not misleading. On that basis, Council unanimously found that the advertising for the price-matching policy was not misleading and did not contravene Clause 1(a) of the *Code*. Even without an adverse finding, the advertiser agreed to augment the language online and in its flyers to direct consumers to its stores to find the list of relevant local competitors. Council encouraged the advertiser to include this additional information wherever practically possible to assist consumers in navigating the complexity of the program.
Infraction:	No infraction.
Appeal:	An appeal hearing was requested by the complainants. In the appeal, the complainants submitted that the explanatory information about the program is not as readily available as the frequency of the slogan itself, making it difficult for consumers to know how the price-matching program works. One complainant continued to take issue specifically with how No Frills allegedly narrowly defined "geographic trade area" to produce its list of competitors it will price-match. The Appeal Panel considered the submissions in the complainants' appeal and reconsidered Council's original decision. A majority of the Appeal Panel agreed that there is no issue under the *Code* with the slogan "Won't Be Beat" as a stand-alone marketing tagline, since consumers would reasonably understand that restrictions apply. Council also found no issue with the full description of the offer found online and in the flyer (which were already augmented with the language promised by the advertiser in response to the original complaint) and that when combined with the in-store signage, no amendments were required to the disclaimer. This included acceptance of the "geographic trade area" restrictions. However, Council unanimously agreed that the slogan, when accompanied with the tagline "If you find a cheaper price, simply show us and we will match." conveys a misleading impression. In the view of the Appeal Panel, this tagline represents an absolute claim when it stands on its own, and cannot later be qualified by limits on competitors or geography to which the price matching policy applies. Council suggested that an asterisk be included on the tagline in this execution to signal that the offer is not so 'simple'. Wherever practically possible, the asterisk should lead to the disclaimer "Conditions apply." and direct the consumers to where they may find the price matching program terms and limitations. On that basis, the Appeal Panel found that the advertising including the expanded tagline only contravened Clause 1 (c) of the *Code*. Some of the Appeal Panel representatives also recommended that the advertiser take steps to monitor and audit across all locations to ensure that the price-match program is executed in a consistent manner at store level; in particular, regarding the availability and prominence of in-store signage. The Appeal Panel noted that the ability to direct consumers to in-store signage for information requires that such signage be easy for consumers to find and read.
Infraction:	Clause 1 (c)

Clause 1: Accuracy and Clarity	
Advertiser:	Open Care
Industry:	Health Service Company
Region:	National
Media:	Social Media
Complaint(s):	1
Description:	On the company's Instagram and Facebook webpages, the following statements appeared in its advertisement: "Find a new dentist using the link below and get a $75 gift card."
Complaint:	The complainant went through the multi-step process required to receive the $75 gift card in the offer. One of the steps in the process required information about insurance. The complainant selected that a social assistance program would be used to pay for the dental visit, and at the end of the process the complainant was informed that Open Care could not find any results for a dentist for the complainant. From the review of the site by Ad Standards' staff, it appeared that results of the search would vary depending on factors such as the insurance provider listed.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	Council discussed the general impression conveyed by the statement in the advertisement, which begins with "Find a new dentist…" In the view of Council, the ad states that the offer will be available simply upon conducting a search to "find" a dentist. In other words, in Council's view, the advertisement implies that every consumer will get a dentist referral and a gift card after clicking the link and going through the required steps to conduct a search. While Council took note that there were conditions and limitations on the website, these are not indicated in the advertisement. According to the website, the promotion was, in reality, conditional upon factors like location and insurance provider, and required attending a qualifying appointment beyond the initial consultation. Both the language used in the advertisement and the absence of a disclaimer conveyed to consumers that, once they click the link and complete the process, they would find a dentist and get the gift card associated with the promotion. Because this was not the case the advertisement was found to be misleading. On these bases, Council unanimously found that the advertisement was in contravention of the *Code*. To comply with the *Code*, Council was of the view that the language of the advertisement would need to be clarified to alert consumers to the fact that certain conditions apply, and

	that the offer was only available to those who qualify and complete any required steps to claim the offer.
Infraction:	Clause 1 (a), 1 (b), and 1 (c).

Clause 1: Accuracy and Clarity	
Advertiser:	RONA
Industry:	Retail
Region:	National
Media:	Signage
Complaint(s):	2
Description:	Large outdoor signs located on some RONA store buildings read “Truly Canadian” and “Proudly Canadian”.
Complaint:	The complainants alleged the statement was inaccurate because Rona is not a Canadian company, its ownership having been acquired by Lowes, a US company.
Decision:	In its response to Council, the advertiser explained and acknowledged that the ultimate owner of RONA, since 2016, is a non-Canadian entity, the US corporation Lowes Companies, Inc. The advertiser also traced the Canadian roots of RONA, its many Canadian connections, and the number of high-level employees in RONA’s Canadian operations, who are Canadian. But it did not alter the fact that RONA is not owned and controlled by a “Truly Canadian” entity, notwithstanding the impression conveyed in the unqualified and unlimited representation in the advertising that RONA is Canadian owned and controlled. Council concluded, therefore, that the claim “Truly Canadian” conveyed an inaccurate general impression.
Infraction:	Clause 1(a).
Appeal:	At an Appeal Hearing of Council requested by the advertiser, the Appeal Panel affirmed Council’s original decision.

Advertiser's Verbatim Statement:	While RONA respects the Ad Standards process, it strongly disagrees with the Standards Council's conclusion. RONA's entire history is rooted in Canada, starting with its creation in 1939 by two Quebec entrepreneurs, Rolland and Napoleon. It is incorporated in Quebec under Quebec law. Its head office is located in Boucherville (Quebec), where strategic and operational decisions regarding the company's activities are made by RONA's executive team, which is composed exclusively of Canadians. All RONA employees are employed in Canada and, except for a single dealer-owned store located in St-Pierre et Miquelon, just off the coast of Newfoundland, all of RONA stores are located in Canada. RONA has deep connections to, and participates actively in, Canadian business and industry groups. Finally, RONA is an active Canadian corporate citizen, supporting over 260 local not-for-profit organizations and public schools across the country in communities where it is present.

Clause 1: Accuracy and Clarity	
Advertiser:	Stanfield's
Industry:	Retail
Region:	National
Media:	Website
Complaint(s):	1
Description:	The website contains statements about Stansfield's clothing being made in Canada.
Complaint:	The complainant alleged that, despite the advertising that Stanfield's products are made in Canada, certain products are made elsewhere. The complainant used the example of Stanfield's underwear that have a "Made in Vietnam" label.
Advertiser Response:	In its response to Council, the advertiser submitted they do not overtly declare that 100% of their products are made in Canada, though majority of their products are indeed made in Canada. When a Stanfield's product is imported, it is identified as such on the label and on the UPC code/priced ticket on the reverse side of the packaging. It says "proudly Made in Canada" on the advertiser's website only if the product identified was actually Made in Canada. The advertiser further submitted that it has been a Canadian company since 1856 and producing products in its factory in Truro, Nova Scotia since 1881 with additional contract manufacturers in Ontario and Quebec. All of the advertiser's products are designed in Canada.
Decision:	Council noted that, despite the advertiser's products being accurately labelled, the "Proudly made in Canada" claim is an absolute claim and it is made on the website's homepage.

	Further, throughout the website, the various webpages do not specify the country in which each product is manufactured. On this basis, Council was unanimous in its decision that the website conveys the general impression that all of the advertiser's products are made in Canada. Because this is not accurate, it is misleading to consumers and a contravention of Clause 1(a) of the *Code*. Council suggested that, if the advertiser wishes to advertise it is a Canadian company on its homepage, such language as "A Proudly Canadian Company" would be acceptable under the *Code*. Some members of Council recommended that the 'made in Canada' claim only be made in reference to products actually manufactured in Canada, rather than on the homepage.
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Zancor homes
Industry:	Real estate services
Region:	Ontario
Media:	Online
Complaint(s):	1
Description:	An online advertisement for a condominium development in Brooklin, Ontario, promoted an "amazing" commute with easy access to express GO Bus services and highways in the GTA. The advertisement stated, "Drive to downtown Toronto in 35 minutes". A black and white picture of the CN tower was included above the claim "Toronto in 35 minutes".
Complaint:	The complainant alleged that the advertisement was misleading because it misrepresented the commute time to travel by car from Brooklin to downtown Toronto.
Decision:	In its response to Council, the advertiser submitted that the drive from Brooklin to areas of Toronto could be completed in under 40 minutes and, therefore, to prevent any misunderstanding from consumers, it removed the reference to "downtown" from its advertising. The advertiser also provided a Google map screenshot, indicating that the commute drive from Brooklin to Bayview Village Shopping Mall, located in North York (a district of Toronto), takes 36 minutes via the ON-407 highway and 38 minutes via Ontario 401 Express. Council unanimously found that by including a picture of the CN Tower, which is located in downtown Toronto, the advertisement conveyed the impression that commuters can drive

	from Brooklin to downtown Toronto in 35 minutes. Even without the image of the CN Tower, Council felt that the ad created a general impression that the claimed commute time applied to a more central location in the city. On that basis, Council found that the advertisement was misleading and therefore, in contravention of Clause 1 of the *Code*.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity **Clause 3: Price Claims**	
Advertiser:	Air Hawk
Industry:	Household good
Region:	National
Media:	Television & Online
Complaint(s):	1
Description:	In a TV commercial promoting the features and benefits of a cordless air compressor, the advertiser claimed that consumers can get the item for just two payments of $39.95 plus shipping & handling. The statement was accompanied by a super stating “Air Hawk cordless rechargeable. 2 payments of $39.95 US funds plus S&H and applicable Canadian taxes.” The ad also compared the product to other cordless tools that can easily cost over $100. The claim was accompanied by a super stating “Other Cordless Tools over $100”.
Complaint:	The complainant alleged that the comparison included in the commercial is misleading because it implies that consumers can purchase the item for less than a $100, which is inaccurate when converted to today’s Canadian currency.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	Council noted that the super referencing the two payments clearly identified the currency as being in US funds. However, the advertiser omitted to indicate the currency when claiming that other cordless tools can easily cost over $100. The *Code* provides that “Prices quoted in advertisements in Canadian media, other than in Canadian funds, must be so identified.” On this basis, a majority of Council members found that by omitting to identify the currency when comparing the product to other cordless tools, the advertisement contravened Clause 3 (c) of the *Code*.

	Council also noted that when adding and converting the two payments of $39.95 USD in current Canadian currency, the item could not be purchased by Canadian consumers for less than $100 CAD before shipping & handling. Therefore, it was Council's unanimous decision that the comparison was inaccurate for the Canadian market and in contravention of Clause 1 (a) of the *Code*.
Infraction:	Clause 1 (a) and 3 (c).

Clause 1: Accuracy and Clarity **Clause 4: Bait and Switch**	
Advertiser:	Tarte Inc.
Industry:	Retail
Region:	National
Media:	Digital
Complaint(s):	1
Description:	An emailed advertisement visually featured a shape tape contour concealer (a cosmetic product). Immediately adjacent to the featured product, the advertiser offered a "10% off discount on purchases". In a small print disclaimer on a different page of the advertisement, the same product was excluded from the sale.
Complaint:	The complainant alleged the advertising was misleading.
Decision:	The impression conveyed to Council by the advertisement was that it was the shape tape contour concealer that was offered for purchase at "10% off". However, this impression was totally contradicted by the small print disclaimer located elsewhere in the advertisement. To Council, it was misleading under the *Code* to prominently feature a product in a sale advertisement that was, in fact, excluded from the sale. Council also found that the advertisement misrepresented the consumer's opportunity to purchase the product at the terms presented in the advertisement.
Infraction:	Clauses 1(a), (d) and 4.

Clause 1: Accuracy and Clarity **Clause 8: Professional or Scientific Claims**	
Advertiser:	Kangen Water Centre
Industry:	Retailer
Region:	Ontario
Media:	Pamphlet
Complaint(s):	1
Description:	In a pamphlet advertisement promoting “Kangen water”, an antioxidant, micro-clustered, alkaline water, the advertiser claimed that this “Miracle Water” flushes the body of acidic waste and toxins, deeply hydrates the body at the cellular level, improves energy & athletic performance, promotes better sleep & weight loss, support healthy digestion, gives muscle relief, improves circulation & skin; and prevent & cure Cancer. The advertisement also stated, “You’re Not Sick, You’re Thirsty. Don’t Treat Thirst with Medication”.
Complaint:	The complainant alleged that claims made in the advertisement that alkaline water could provide relief from serious illnesses, and especially, prevent and cure a serious illness such as Cancer was unsupported by scientific evidence and was misleading.
Decision:	The advertiser submitted information published by the American Anti-Cancer Institute that recommended Alkaline Ionized Water as the number one natural product for cancer patients and cancer prevention. The information provided included testimonials underscoring the importance of Alkaline Ionized Water for human health, and clinical trial documentation from Japan on Alkaline Ionized Water. The American Anti-Cancer Institute website stated in a disclaimer that “The statements and products shown on this website have not been evaluated by the US Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease”. After reviewing the data provided by the advertiser, Council found that none of the testimonials and studies were sufficiently robust to support the extensive list of clinical claims made in the advertisement. No reliable evidence recognized in Canada was provided to support the fact that alkaline water can provide relief, prevent or cure any of the listed illnesses. According to Council, the advertised claims for “Kangen Water” were not supported by competent and reliable evidence and implied that there was a scientific basis for the claims that the advertiser did not possess. Council also found that the disclaimer included in the American Anti-Cancer Institute website stating that “These products are not intended to diagnose, treat, cure or prevent any disease” contradicted the main message of the advertisement. It was Council unanimous decision that the advertisement was in contravention of the *Code*.
Infraction:	Clauses 1(a), (e) and Clause 8.

Clause 1: Accuracy and Clarity **Clause 8: Professional or Scientific Claims**	
Advertiser:	Kaarigar Handicrafts
Industry:	Manufacturer
Region:	National
Media:	Facebook
Complaint(s):	1
Description:	In a Facebook advertisement promoting “The Kaarigar copper water bottle”, a handmade 900ml copper water bottle, the advertiser claimed that this water bottle “Kills Bacteria / Antioxidant / Helps Weight Loss / Helps the Body absorb Iron / Helps Maintain Digestive Health”. The advertisement also stated that “The Kaarigar copper water bottle is seamless and handmade using 99% pure copper”.
Complaint:	The complainant alleged that the health benefits claims made in the advertisement, including weight loss and anti-bacterial properties, are unsubstantiated.
Decision:	The advertiser submitted information published on various third party websites and invited Ad Standards to conduct its own review of available data. The Council reaffirmed the onus is on the advertiser to provide competent and reliable evidence to support its claims. The data provided on the third party websites was inconclusive. One test, performed on mice, provided that copper is essential for breaking down fat cells; however, could not determine whether a deficiency in this nutrient could be linked to obesity and obesity-related diseases. Additional information indicated that the use of copper-impregnated self-sanitizing surfaces could reduce hospital-acquired infections; however, the introduction of these cleaning devices in hospitals are slow due to the lack of clinical trials. No information was provided to substantiate the other health benefit claims listed in the ad. Importantly, the data provided related to copper generally, and not copper through use of the advertised product in particular. After reviewing the data provided by the advertiser, Council found that none of the studies were sufficiently robust to support the extensive list of health benefits claims made in the advertisement. No reliable evidence recognized in Canada was provided to support the fact that drinking copper-enriched water is an “antioxidant”, “kills bacteria” and “helps weight loss”. No evidence was provided by the advertiser to support the fact that drinking out of this copper bottle “helps the body absorb iron” and/or “helps maintain digestive health”.

	According to Council, the advertised claims for “The Kaarigar water bottle” were not supported by competent and reliable evidence and, therefore, misleading.
Infraction:	Clause 1 (a), 1 (e).
Appeal:	An appeal hearing was requested by the advertiser. In its appeal, the advertiser submitted that evidence for the benefits of drinking water stored in a copper vessel have been outlined in Ayurveda, allegedly the oldest healing science known to mankind. The advertiser included a link to one of HealthLinkBC’s webpages with information about Ayurveda. The Appeal Panel considered the submissions in the advertiser’s appeal and reconsidered Council’s original decision. The type of evidence that could support an advertising claim would demonstrate that adequate and proper testing has been done. Where a scientific claim is made, scientific proof is needed. Further, evidence submitted by advertisers should be specific to the product being advertised or to similarly composed products. The Appeal Panel appreciated the advertiser’s submissions. Upon review of the material, the Panel determined that, due to the specificity of the claims made in the advertisement (outlined in the decision above), the information about Ayurveda was more anecdotal than directly supportive of the claims made. In this case, there would need to be evidence to support the performance claims about the bottle itself, showing that testing relevant to the bottle was done and the resulting benefits of those tests aligned with the specific claims made in the advertisement. Because there were no materials showing that studies relating to the product have been conducted, the Appeal Panel determined that the claims in the advertisement were unsubstantiated. On that basis, the Appeal Panel unanimously found that the advertisement was misleading and contravened Clause 1 (a) and (e) of the *Code*. The Appeal Panel also found that the advertisement implied there was a scientific basis for its claims that it did not truly possess in contravention of Clause 8.
Infraction:	Clause 1 (a), 1 (e), and Clause 8.

Clause 1: Accuracy and Clarity **Clause 8: Professional or Scientific Claims** **Clause 11: Superstition and Fears**	
Advertiser:	Vaccine Choice Canada
Industry:	Not-for-profit Advocacy Organization
Region:	Alberta
Media:	Out-of-Home - billboard

Complaint(s):	4
Description:	A billboard advertisement claimed: “The science is NOT settled.” The message was accompanied by the image of a young woman holding a child in her arms and included the advertiser’s website www.VaccineChoiceCanada.com.
Complaint:	The complainants alleged the advertisement promoted misleading information about vaccination, which may lead to people fearing vaccines and refusing immunizations.
Decision:	In its response to Council, the advertiser submitted that the statement “The science is NOT settled” was factual. However, the advertiser did not provide Council with evidence to support its claim and instead suggested that the onus should fall on the complainants to substantiate with “verifiable and independent scientific research”, the basis for their complaints. Clause 1 (e) of *Canadian Code of Advertising Standards* (the *Code*) requires that the advertiser provide support for its claims and representations. The onus under the *Code* falls upon the advertiser, and not upon the complainant. The advertiser provided no such support to Council for its consideration. The *Code* further requires that in assessing the truthfulness and accuracy of the advertisement, the general impression created by the ad as a whole must be considered, and not just the literal meaning of any statement. Council therefore carefully considered the statement, “The science is NOT settled” in the context of the ad as a whole, including both website URL and the advertiser’s logo that includes the words “Vaccine Choice”, and the picture of a happy young woman holding a child who appears to be healthy and over the age of recommended infant vaccinations. In considering the general impression in this instance, Council found that the claim was open to several interpretations. In this particular context, most Council members determined that the general impression of the advertisement called into question the science behind the safety and efficacy of vaccines, and the advertiser provided no support to Council for this position. By not qualifying what was intended by the statement in question, and what specifically is not settled, the advertisement omitted relevant information, was misleading and was not supported by competent and reliable evidence. Given this, Council determined that the advertisement was in contravention of Clause 1 (b) and (e), and Clause 8. A minority of Council members found that the ad was an opinion piece advocating parents to do their own research prior to vaccinating their children and therefore, did not contravene Clauses 1 and 8 of the *Code.* However, this was not the prevailing view of Council. Further, several members of Council felt that the ad played upon the fear of parents in making the wrong choice for their child in the context of ‘unsettled’ science. The Council therefore deliberated the application of Clause 11 of the *Code*. By including a picture of a happy young woman and healthy child in association with the statement “the science is NOT settled”, Council unanimously found that the ad played upon fears in a manner contrary to Clause 11 of the *Code*.
Infraction:	Clause 1 (b), (e), 8 and 11.

Advertiser's Verbatim Statement:	By definition, the science is never settled. We are always learning something new. Ex, the live virus polio vaccine is causing more cases of polio in India than the wild virus; we now know the measles vaccine efficacy wanes after 4-10 years; through newly developed serotype testing, we now know the measles strain virus can spread and cause measles; we recognized mercury in vaccines is dangerous, hence the removal of it from childhood schedule vaccines; vaccines can cause encephalitis as evidenced in many pharmaceutical and other studies; we learned aluminum, used as an adjuvant in vaccines and described as harmless, accumulates in bodily tissues and causes auto-immunity. The list goes on. In any scientific discipline. ongoing research, new methods, and new technologies reveal new information. Hence, the science of vaccines is never settled.

Clause 1: Accuracy and Clarity **Clause 14: Unacceptable Depictions and Portrayals**	
Advertiser:	Guelph & Area Right to Life
Industry:	Not-for profit Advocacy Organization
Region:	Ontario
Media:	Out-of-home - transit
Complaint(s):	10
Description:	A bus advertisement stated: "What about her choice? Say No to Abortion." The message was accompanied by a realistic image of a fetus in an amniotic sac.
Complaint:	The complainants alleged the advertisement promoted misleading information about abortion by suggesting that a fetus has a choice. Using the pronoun "her" and suggesting that a fetus has a choice could trigger painful reactions from women who have had an abortion or miscarriage.
Decision:	Although Ad Standards requested a response from the advertiser, there was no response sent to Council. In its discussions, Council carefully considered the advertisement as a whole, as well as the individual elements of the ad. Council deliberated the general impression created by the use of the word "her" and, in particular, the phrase "her choice". In the view of the majority of Council, to describe the fetus as "her" creates an impression of personhood when, in fact, the fetus is not yet a human being under law. Moreover, the suggestion that a fetus has the capacity of choice was misleading in the view of Council. Without any evidence provided to the contrary, the ad was found to be in violation of Clause 1(a) of the *Code.* Council further noted that because the advertisement falsely implied that a fetus has the capacity of choice, it in turn suggested that the fetus's choice is taken away by a woman who

	chooses to have an abortion. Council determined that this demeans or disparages women who have had, or who are contemplating, an abortion, thereby contravening Clause 14(c) of the *Code*. Council did not find that the imagery offended standards of public decency in this case. As such, most Council members agreed that the advertisement would not have been in contravention of the *Code* if it featured the same image with only the second half of the copy, stating "Say No to Abortion".
Appeal:	At an Appeal Hearing requested by the advertiser, the Appeal Panel affirmed Council's original decision.
Infraction:	Clauses 1(a) and 14(c).

Clause 1: Accuracy and Clarity **Clause 14: Unacceptable Depictions and Portrayals**	
Advertiser:	Kelowna Right to Life Society
Industry:	Not-for profit Advocacy Organization
Region:	British Columbia
Media:	Out-of-home
Complaint(s):	10
Description:	Two women were featured in a billboard advertisement. One women was obviously pregnant and the other woman was shown holding an infant. The caption read: "Our right to life does not depend on our location."
Complaint:	The complainants alleged that the advertisement was misleading and also demeaned women.
Decision:	The impression conveyed to Council by the advertisement was that the pregnant woman featured in the billboard advertisement was in the very late stage of her pregnancy. The message conveyed to Council by the image was that women in this late stage of pregnancy routinely have, and exercise, the choice of aborting the foetus they carry. However, according to statistics from the Canadian Institute for Health Information it is extremely rare that abortions are, or may be, performed in Canada at this late stage of pregnancy; and certainly not on demand by the pregnant mother. Council, therefore, found that the advertisement was misleading. Additionally, Council concluded that by conveying a message that women routinely and freely choose to abort so close to the time of their delivery, the advertisement demeaned, denigrated and disparaged women who may have to consider

	abortion, as a viable option, including women who need to consider such a procedure for medical reasons on the recommendation of their medical advisors.
Appeal:	At an Appeal Hearing requested by the advertiser, the Appeal Panel affirmed Council's original decision.
Infraction:	Clauses 1(a) and 14 (c).

Clause 2: Disguised Advertising Techniques **Clause 9: Imitation**	
Advertiser:	Cash4You
Industry:	Financial services
Region:	Ontario
Media:	Direct Marketing – Post
Complaint(s):	1
Description:	A direct mail advertisement came to the complainant in an envelope that included an image of the Canadian flag in the top left hand corner. In very bold type on the front of the envelope were the words "IMPORTANT NOTICE INSIDE / AVIS IMPORTANT A L'INTERIEUR".
Complaint:	The complainant indicated receiving this mail advertisement in July, around the same time as the quarterly GST remittance. It appeared to the recipient to be important and official correspondence sent by a governmental agency. The complainant alleged that the envelope substantially resembled official correspondence sent by the Government of Canada when it fact it was an advertisement sent by a for-profit company.
Decision:	Ad Standards asked the advertiser to respond to the allegations that were the subject of the complaint, but the advertiser did not respond. To Council, the Canadian flag pictured on the outside of the envelope, as well as the same colour of the envelope itself, both resembled official communications from government offices. Contributing to this strong impression was the message on the envelope in large type that read "Important notice inside". For these reasons, Council unanimously found that the mailing advertisement was presented in a format that concealed the fact that it was an advertisement sent by a for-profit company and

	that it imitated illustrations of another advertiser, the Government of Canada, in such a manner as to mislead the consumer.
Infraction:	Clauses 2 and 9.

Clause 3: Price Claims	
Advertiser:	Boss Leather Furniture
Industry:	Retail
Region:	Ontario
Media:	Marketer's Own Website
Complaint(s):	1
Description:	Advertising on the retailer's website offered "50% off sofas, love seats, chairs, sectionals and custom orders".
Complaint:	The complainant alleged the advertiser regularly advertised "50% off" sales on an ongoing and continuous basis.
Decision:	Council noted at least five "50% off" advertisements by this advertiser on its website between September 22 and November 10, 2018. Each advertisement offered "50% off sofas, love seats, chairs, sectionals and custom orders". Although each advertisement claimed that the advertised sale ended at the end of each sale week, the same sale was renewed again the following week, giving the impression that the same items were being advertised by the advertiser at a 50% discount each week. The advertising did not specify whether the 50% discount applied to the advertiser's regular prices, or referred to prices in the marketplace for similar items. Therefore, consumers would be unable to determine from the advertising whether the 50% discount was factual or exaggerated.Council concluded that the advertising contained "deceptive price claims or discounts or exaggerated claims as to worth or value", contrary to the *Code*.
Infraction:	Clause 3(a).

Clause 10: Safety	
Advertiser:	Kingston Wheeling
Industry:	Leisure services - sport
Region:	Ontario
Media:	Television advertisement
Complaint(s):	1
Description:	A TV commercial depicted a group of young people riding the “one wheel”, a self-balancing personal motorized mobility device, down a vacated mountain road. The group of young people was shown swaying back and forth, to mimic the motion of a snowboard, over the dividing lane, then weaving in and out of traffic on a busy city street and on a sidewalk.
Complaint:	The complainant alleged that the advertisement displayed a disregard for safety by depicted situations that that might reasonably be interpreted as encouraging unsafe or dangerous practices.
Decision:	Council unanimously determined that the advertisement, in its current form, contravened the *Code*. Council determined that the two scenes where the riders were depicted in traffic, one weaving between stopped cars and the other where the riders are sharing the street with a city bus, violate the *Code*. In the view of the majority of Council, even though certain other scenes also depicted unsafe behaviour, the remainder of the advertisement could be amended to comply with the *Code* if a sufficiently prominent disclaimer were added to say, “Closed course. Do not attempt.” throughout the advertisement. Council was particularly concerned that children might be encouraged to imitate the risky behaviour shown, whether on the advertised devices or on bikes, skateboards or other equipment. Council was also concerned that, if such behaviour were replicated, it would not only be unsafe for the riders, but also for pedestrians or others sharing the public spaces depicted. Some members of Council therefore recommended that the advertisement be aired only after 9 o’clock at night, although this was not necessary to comply with the *Code*, according to the majority of Council. Council did not have sufficient information to determine whether use of these vehicles on sidewalks or in the other environments shown contravenes the laws or bylaws in the jurisdiction(s) where the advertisement airs. If the activity depicted contravenes local law, then this would also be in violation of Clause 14(b) (Acceptable Depictions and Portrayals) of the *Code*.
Infraction:	Clause 10.

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Kia Canada
Industry:	Automotive
Region:	Alberta
Media:	Television and YouTube
Complaint(s):	1
Description:	In a television and YouTube commercial, a 2019 Kia Sorento was shown driving down a road. In one scene, the vehicle drove along a dirt road that led to a body of water. The vehicle then proceeded to drive through the river or stream, to rejoin the dirt road on the other side of the water.
Complaint:	The complainant, who resides in Alberta, alleged that it is illegal to cross rivers or streams with a motorized vehicle.
Decision:	In its response, the advertiser submitted that the complained-of scene was not filmed in Canada. The commercial was shot on a private ranch in the United States and the scene in question was shot on a private road. Further, a disclaimer was included at the beginning of the commercial stating "Professional Driver. Closed Course. International model shown." The advertiser also submitted that road rules are very specific to the jurisdiction one is in and given that the advertisement was actually filmed lawfully on a closed course on private land as indicated in the disclaimer, the commercial did not directly encourage nor exhibit obvious indifference to unlawful behaviour. However, under Clause 14 of the *Code*, Council considered whether the activity depicted is legal in the jurisdiction where the ad was shown. The fact that activity is legal where the ad was filmed was not relevant to the analysis. The advertiser did not address the legality of the activity depicted in Canada in its response. Given that the commercial was seen in Alberta, Council sought guidance from external legal counsel, who confirmed the complainant's understanding that it is contrary to law in Alberta to drive a wheeled vehicle across beds and shores of permanent and naturally occurring bodies of water, rivers and streams. On this basis, Council unanimously found that the commercial directly encouraged and exhibited obvious indifference to unlawful behaviour thereby contravening Clause 14 (b) of the *Code*. Council noted that further review would be required to determine if the same or similar laws applied in other provinces or territories, before determining whether the same restriction would apply to the advertising across Canada. For the purposes of this complaint, however, it was sufficient to consider the laws of Alberta.
Infraction:	Clause 14 (b).
Appeal:	An appeal hearing was requested by the advertiser.

	In its appeal, the advertiser submitted that Council made an error of law. Not all water, rivers, and streams shores and beds are public land; an exception to the prohibition against driving through such bodies of water applies on private land subject to a title issued prior to 1931. It is possible that the scene in question occurred on privately owned land. Further, the disclaimer informs viewers that the advertisement took place on a closed course, suggesting private land. It is therefore incorrect to conclude that the advertisement necessarily showed unlawful behaviour, or that the ad showed "obvious indifference" to the law. The advertiser further submitted that the depiction was not "in a realistic manner", pointing to the rainbow coloured lasers following the Sorento in an animated fashion. The Appeal Panel considered the submissions in the advertiser's appeal and unanimously affirmed Council's original decision. The Appeal Panel noted that the vehicle was shown on public roads and through forested areas, and there were no clear indications in the commercial that the scene had transitioned from public to private land when the body of water is shown. There was no indication that the driver had returned home or otherwise travelled onto privately owned land, and only in certain cases on private land would the exception even apply. The disclaimer was generic in nature and did not apply specifically to the scene of the vehicle crossing the water, nor did it reference private property specifically. The Appeal Panel found that the general impression created by the commercial was that all scenes took place on public land. Council was also unanimous in its finding that despite the rainbow coloured lasers, the scenes in the commercial appeared in a realistic manner and the commercial therefore contravened Clause 14 (b) of the *Code*.
Infraction:	Clause 14 (b).
Advertiser Statement:	Kia Canada acknowledges and shares the Ad Standards' genuine concern for the environment. That said, it is in disagreement with the Ad Councils findings and disappointed in its decision given the facts of the case.

Non-Identified Cases - January 1, 2019 - December 31, 2019

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Energy company
Industry:	Energy
Region:	British Columbia
Media:	Out-of-Home advertisement
Complaint(s):	2
Description:	A transit advertisement claimed that natural gas was a more environmentally friendly choice.
Complaint:	The complainants alleged the advertisement was misleading because the claim seemed to be based on a comparison between natural gas and coal. However, in British Columbia, electricity is mostly generated from hydroelectric sources.
Decision:	The advertiser provided support for the claim that natural gas can play a role in decreasing carbon dioxide emissions when substituted for coal as an energy source in Canada. The advertiser submitted that while the ad did not focus on any specific provincial jurisdiction, it recognized that a resident of British Columbia could be under the impression that the ad applied to their local circumstances. The environmental claim was not substantiated in the context of a switch away from hydroelectric power. In its response to Council, the advertiser acknowledged that the ad could be clearer since the comparison was applicable to coal specifically. Council considered the province where the ad appeared, and what general impression viewers of the ad in British Columbia would take away. As indicated in an energy analysis published by Canada Energy Regulator, British Columbia generated 98.4% of its electricity from renewable sources in 2016, 88% of which came from hydro and 1.5% from natural gas (source: https://www.cer-rec.gc.ca/nrg/sttstc/lctrct/rprt/2017cndrnwblpwr/prvnc/bc-eng.html). Council found that the correct frame of reference to consider the ad is through the eyes of residents of British Columbia where the ad was seen. In that context, the general impression created would be a likely comparison of hydro against natural gas. The ad did not clearly indicate that the claim was based, instead, on a comparison with coal. Council unanimously found that the advertisement omitted relevant information and therefore contravened Clause 1 (b) of the *Code*.
Infraction:	Clauses 1 (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Institution
Industry:	Financial services
Region:	Ontario
Media:	Mailed flyer
Complaint(s):	1
Description:	A flyer advertised personal loans with comparisons to credit cards, claiming that personal loans are the preferable option of the two to manage debt.
Complaint:	The complainant alleged that the advertisement omitted rate information, and was misleading about the nature and true cost of debt under the advertiser's personal loans.
Decision:	In its response to Council, the advertiser submitted that the advertisement stated well-known facts about credit cards, which helps consumers make better choices. The advertiser further submitted that annual percentage rates (APRs) are not required to be included in this kind of advertising, and that the advertising in question contained true statements that personal loans have fixed rates, fixed repayment schedules, and pre-set payoff dates, which lead to fully repaid loans at term maturity. The advertisement claimed that while credit cards are intended to prolong debt, personal loans get consumers out of debt. The advertiser did not provide information to Council to support its assertion that one product is more successful in debt retirement than the other. Regardless of whether APRs are required to be disclosed under applicable consumer protection law, most Council members found that this, or other loan rate information, would have been helpful both to understand, and to assess the validity of, the comparisons made in the advertising. This information was neither included in the advertising for consumers, nor provided to Council for its assessment of the claims. Council determined that in the absence of more specific information, the claims about credit cards and, in particular as compared to personal loans, were misleading and therefore in contravention of Clause 1 of the *Code*. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
	Clauses 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Fitness Organization
Industry:	Health Service Provider
Region:	National
Media:	Radio
Complaint(s):	4
Description:	In a radio commercial the advertiser promoted a program that promised financial rewards to individuals if they achieved certain fitness goals they themselves set.
Complaint:	The complainants alleged the advertising was misleading.
Decision:	Council found the potential amount of the individual awards to be variable. Moreover, the commercial failed to include information about important pre-conditions that individuals had to meet before they could obtain any sum of money. Council concluded, therefore, that the commercial was misleading and omitted important and relevant information about the program. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaints.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Food Company
Industry:	Retail
Region:	British Columbia
Media:	Radio

Complaint(s):	1
Description:	A radio commercial promoting one of the advertiser's food products included statements regarding health benefits of the product.
Complaint:	The complainant alleged the statements could not be substantiated and that the commercial was misleading.
Decision:	In Council's opinion, the general impression conveyed by the commercial was that eating the food product in question would lead to a healthier life than consuming other comparable products. However, no independent reliable evidence was provided to substantiate that impression. Council, therefore, found that the commercial was misleading and the claims communicated by advertising were not substantiated by competent and reliable evidence. Council appreciated that the advertiser did not intend to mislead with this commercial, and that it will submit any future advertising creative to Ad Standards for review, prior to publication/broadcast. The advertiser is not identified in this case summary due to the fact that the advertiser informed Ad Standards that the commercial ceased airing before Council met to adjudicate this case, and that it will not be aired again in future.
Infraction:	Clause 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Household goods
Region:	National
Media:	Audio Visual – Traditional television
Complaint(s):	1
Description:	In a television commercial the advertiser specifically claimed that the advertised product was "30% cooler" than the compared product.

Complaint:	The complainant alleged that the claim was mathematically and scientifically incorrect and, therefore, misleading.
Decision:	In its response to Council, the advertiser submitted that it conducted comparative testing with an infrared camera, which performed temperature calculations, including the “30% cooler” claim calculation. However, no substantiation was provided to support the accuracy of the calculation performed. The temperature results of each product tested in degrees Celsius were clearly shown in the commercial. However, Council sought guidance from a third-party qualified expert, who submitted that the percentage claim in question would vary greatly depending on the temperature scale used, and that degrees Kelvin rather than degrees Celsius would be a more accurate and scientific approach. A percentage claim in degrees Kelvin would only support a far lower percentage claim. While Council appreciated that the advertiser did not intend to mislead, and that the stated temperatures may have been supportable, the Council upheld that the unqualified “30% cooler” claim was misleading. The advertiser is not identified in this case summary because the commercial ceased airing before Council met to adjudicate the complaint.
Infraction:	Clause 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail
Region:	National
Media:	Advertiser’s Own Website
Complaint(s):	1
Description:	The cover of a seasonal online flyer read: ”In Christmas. Decor & Entertaining. 3 Week Sale”, and included the dates of the sale in smaller type. The flyer primarily focused on a three-week pre-Christmas sale of items that were offered at a price discount. Included in the flyer were other items that were not on sale, but were included in the promotion at a price that was the advertiser’s everyday regular price.
Complaint:	The item the complainant wanted to purchase was not on sale and the complainant alleged it should not have been included in a sale flyer.

Decision:	Council concluded that if an advertiser chooses to include regular priced items that are offered at the ordinary, undiscounted price in a predominantly sale advertisement, it would be regarded as misleading if the price shown in the advertisement did not clearly state and communicate that the price is the advertiser's ordinary, everyday, regular price of the featured item. In this case, because such clarity was not provided and communicated in this particular advertisement, Council found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail
Region:	Ontario
Media:	Flyer
Complaint(s):	1
Description:	An advertisement for a snow blower contained the following claims: "Clean your driveway, paths, and sidewalk faster with fewer passes"; "Industry Leading Engine Size" and "designed by Canadians".
Complaint:	The complainant alleged the claims could not be substantiated.
Decision:	In its response to Council, the advertiser also submitted that the statement "clean your driveway, paths, and sidewalk faster with fewer passes" was intended to refer to using a snow blower versus other conventional snow removal methods, such as shovelling. As well, the advertiser explained that the two other claims (i.e. "industry Leading Engine Size" and "designed by Canadians") were supposed to have been removed and/or amended prior to print, but were not, due to human error. Council found that the advertisement included misleading and unsubstantiated claims, conveying the impression that the advertised snow blower could perform better than snow blowers sold by the advertiser's competitors. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.

Infraction:	Clause 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail
Region:	Ontario
Media:	Online Advertisement
Complaint(s):	1
Description:	An online advertisement claimed that merchandise bought online would be delivered by a certain date.
Complaint:	The complainant alleged the advertisement displayed a false delivery date in order to generate online orders.
Decision:	The advertiser acknowledged that the delivery date posted on its website was an error. The advertiser noted that it usually provides a date range for delivery, rather than an exact date like the one the complainant saw. Council considered that under Clause 1 of the *Code*, in assessing the truthfulness and accuracy of an advertisement, the concern is not with the intent of the advertiser but rather on the claim as received or perceived by the consumer. Even though the delivery date stated on the advertiser's website was an error, it was nevertheless inaccurate and misleading. On this basis Council unanimously found that the advertisement contravened Clause 1(a) of the *Code*. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Web hosting company
Industry:	Web hosting
Region:	Ontario
Media:	Commercial
Complaint(s):	10
Description:	A commercial depicted individuals dressed as apparent authority figures disparaging, and even attacking, those who chose to use a service other than the one being advertised.
Complaint:	The complainants alleged that the advertisement urged consumers to use the advertiser's services through extreme and unsafe tactics. Some complainants alleged that the scenes in the commercial depicted violence and promoted bullying.
Decision:	In its response to Council, the advertiser submitted that the advertisement was meant to be humorous and was not intended to be taken seriously or literally. The outlandish nature of the scenes in the advertisement were intended to make it clear that the advertiser does not advocate violence. Council took into consideration the use of humour in advertising, in accordance with Interpretation Guideline #1, and agreed that there was a clear humour element to the advertisement. Because of this, although split, the majority of Council found that the advertisement did not seem to encourage unsafe or dangerous behaviour. Council also considered Clause 14(b), which states that an advertisement cannot "appear in a realistic manner to…condone or incite violence; nor appear to…directly encourage, bullying…" Given the presence of authority figures behaving forcefully, and repeatedly berating individuals in scene after scene, a majority of Council members determined that, looking at the commercial in its entirety, the ad violated Clause 14(b). The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 14 (b).