

## Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2005. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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](#)

# Ad Standards

## Identified Cases - January 1, 2005 - December 31, 2005

### Canadian Code of Advertising Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Angus One Professional Recruitment Ltd.
<b>Industry:</b>	Other
<b>Region:</b>	British Columbia
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser claimed that it was "Vancouver's #1 Employment Agency".
<b>Complaint:</b>	The complainant questioned whether the advertiser had any basis for making the claim.
<b>Decision:</b>	The use by an advertiser of a "#1" claim in advertising to promote a product or service is not puffery, or self-congratulation, but rather, a quantifiable claim of overall superiority in the marketplace. The Code requires an advertiser to substantiate claims by reliable tests or survey data. In this case, Council did not find that the claim was substantiated by competent or reliable survey data.
<b>Infraction:</b>	Clause 1(e).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Berri Suites

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<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its website, the advertiser depicted rental apartments and accompanying amenities.
<b>Complaint:</b>	The website advertisement was misleading because the depictions did not accurately represent the true condition of the apartment the complainant rented from the advertiser.
<b>Decision:</b>	Council found that the depictions on the website were totally unrepresentative of the actual condition of the complainant's rental apartment. Council concluded that the advertisement contained a false and misleading representation.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Bodies 'N Motion
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	British Columbia
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A "16 Week Challenge" was promoted in a newspaper advertisement using language such as "enter to win a transformation package" and "not a contest".

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<b>Complaint:</b>	The complainant alleged that representations made in the advertisement about the nature of the “challenge” were misleading, and the fact that a registration fee was required to participate was not mentioned in the advertisement.
<b>Decision:</b>	In Council’s opinion, all pertinent details of the promotion were not clearly and understandably stated in the advertisement. Moreover, the advertisement should have disclosed an important detail - whether any fees were charged to participate in the challenge.
<b>Infraction:</b>	Clause 1(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Canad Inns
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	Manitoba
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A Father’s Day brunch was advertised at \$12.99 per person.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading. The actual price charged for the advertised meal was \$14.99 per person.
<b>Decision:</b>	The overcharge to the complainant was a direct result of the advertiser’s inadvertent mistake of loading an incorrect price into the restaurant’s sales computer. Based on the acknowledged facts, Council upheld the complaint, finding that the advertisement contained an inaccurate representation about the price of a product.
<b>Infraction:</b>	Clause 1(a).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Canadian Tire Corporation, Limited
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for a toolkit, consisting of several items, it was implied that three 18 volt rechargeable batteries were included in the kit for the advertised price.
<b>Complaint:</b>	Only two batteries were included in the kit purchased by the complainant.
<b>Decision:</b>	The advertiser explained that the appropriate disclaimer language clarifying that only two batteries were included in the featured tool kit had been inadvertently omitted in the advertisement to which the complainant objected. Based on the acknowledged facts, Council upheld the complaint finding that the advertisement contained an inaccurate representation about a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	CompuSmart
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario

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<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement on the advertiser's Website listed the response time for a particular model of a flat panel display monitor.
<b>Complaint:</b>	The complainant alleged that the response time specifications were inaccurate.
<b>Decision:</b>	Based on the facts acknowledged by the advertiser, Council upheld the complaint finding that the advertisement contained an inaccurate representation about a product.
<b>Infraction:</b>	Clause 1(a).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	HomeShow Canada
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement promoting a grand opening sale offered a \$175 gift card to the first 2000 people to attend on a specified day.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because it did not mention there were important restrictions on the use and application of the \$175 gift card.
<b>Decision:</b>	The advertiser acknowledged that the restrictions on the use of the gift card were inadvertently omitted from the advertisement. Based on the acknowledged facts, Council upheld the complaint

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	finding that the advertisement omitted relevant information and did not clearly state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1(b) and (c).
<b>Advertiser's Verbatim Statement:</b>	<p>“HomeShow Canada acknowledges that, due to an oversight, the newspaper and internet advertisements promoting HomeShow’s \$175 Gift Card did not indicate that its use was limited to purchases of specified minimum amounts. It was not the intention of HomeShow to be misleading, and HomeShow honoured the Gift Card without applying the minimum purchase requirements for all consumers who complained about the omission of notice of the restriction from the advertisements. HomeShow apologizes to the public and, in particular to the consumer or consumers who submitted this complaint to Advertising Standards Canada. HomeShow also thanks Advertising Standards Canada for drawing this oversight to HomeShow’s attention and reiterates its support of the important work of Advertising Standards Canada.”</p>

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Innovage LCD Phone
<b>Industry:</b>	Household goods - Other
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A leather wallet was offered as a premium with the purchase of a phone.
<b>Complaint:</b>	The consumer ordered two phones but never received the wallets.
<b>Decision:</b>	Because the advertiser did not honour its offer, Council found the commercial contained an inaccurate and misleading claim.
<b>Infraction:</b>	Clause 1(a).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Les Collections Rodin Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	In-store posters promised “Everything, Everything, Everything for \$5”.
<b>Complaint:</b>	The complainant alleged that the advertising was misleading. When she visited one of the advertiser’s stores, she found that much of the merchandise was actually priced at more than \$5.00.
<b>Decision:</b>	While the advertising contained a small print disclaimer at the bottom of the posters stating “except selected items”, Council found that the disclaimer contradicted the more prominent main message that all merchandise was available at \$5.00.
<b>Infraction:</b>	Clauses 1(a) and (d).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	MDG Computers Canada Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario

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<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A free router was advertised with the purchase of any computer system after mail-in rebate.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the router was unavailable.
<b>Decision:</b>	From the wording of the advertisement, Council was uncertain to which of the advertised items the mail-in rebate applied. Neither did the advertisement say that only limited quantities of the routers were available. Consequently, Council found that the advertisement contained an inaccurate claim, omitted relevant information, and did not state all pertinent details of the offer in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(a), (b), and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	RBC Financial Group
<b>Industry:</b>	Financial services
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement listed mortgage rates offered on new homes constructed by a specified builder.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the advertiser would not honour the advertised rate for a one year mortgage.

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<b>Decision:</b>	The advertiser acknowledged that the locally-produced flyer inadvertently contained inaccurate rate information. Council understood the advertiser volunteered to provide a one year mortgage to the complainant at the advertised rate. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate representation about the cost of a product.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	The Brick Warehouse LP
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	In a radio commercial, the retail advertiser offered a free \$100 gift card to the first 50 people standing in line at each of its stores at a specified time.
<b>Complaint:</b>	The complainant alleged that the commercial was misleading because there were limitations on the gift card that were not stated in the commercial.
<b>Decision:</b>	It was acknowledged that the radio commercials mistakenly omitted to state the important restrictions on the use of the \$100 gift card. Although these restrictions were mentioned on the back of each gift card, this did not constitute advance notice to consumers and did not correct the impression conveyed by the radio commercials that there were no restrictions whatsoever. Council upheld the complaint finding that the advertisement omitted relevant information and did not clearly state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1(b), and (c).

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<b>Advertiser's Verbatim Statement:</b>	<p>“The Brick Warehouse LP acknowledges that, due to an oversight, the radio commercials promoting The Brick’s free \$100 Gift Card that aired between July 13 and 17, 2005 did not reference restrictions on its use, even though such restrictions were clearly set out on the reverse of the Gift card. It was not the intention of The Brick to be misleading, and The Brick apologizes to the public and, in particular, to the consumer who submitted this complaint to Advertising Standards Canada. The Brick also thanks Advertising Standards Canada for drawing this oversight to The Brick’s attention and reiterates its support of the important work of Advertising Standards Canada.”</p>
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	The Home Depot Canada
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement in a flyer described a light fixture as having a frosted glass shade.
<b>Complaint:</b>	The shade was acrylic, not glass.
<b>Decision:</b>	Based on the advertiser’s acknowledgment that the light fixture was inaccurately described in the advertisement, Council found that the advertisement contained an inaccurate representation.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	The Source by Circuit City

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<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	Headphones were described in a French language flyer as having volume control.
<b>Complaint:</b>	After purchasing the headphones, the complainant found there was no volume control.
<b>Decision:</b>	Due to an error, the French language version of the flyer inaccurately described the headphones. Based on the facts, Council upheld the complaint, finding that the advertisement contained an inaccurate claim about a product.
<b>Infraction:</b>	Clause 1(a).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	TigerDirect.ca
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	A digital camera was offered on the advertiser's website at a special, after-rebate price.

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<b>Complaint:</b>	That the advertisement was misleading because the rebate applied only if a printer was also purchased. The complainant also alleged that the full cost of the camera and printer was not adequately disclosed on the advertiser's website.
<b>Decision:</b>	Council agreed, finding that the requirement to purchase a printer in addition to the camera was an extremely important condition that should have been, but was not, clearly disclosed together with the details of the printer (model and cost) in close proximity to the featured camera. Because of the insufficient disclosure, Council concluded that this advertisement omitted relevant information and did not clearly and understandably state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1(b) and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Travel Cuts
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	A flight from Calgary to Hong Kong was advertised on the advertiser's Website for \$88.00.
<b>Complaint:</b>	The advertiser would not honour the price.
<b>Decision:</b>	The advertiser explained that a typographical error resulted in a wrong price being posted in the advertisement. Based on the facts, Council upheld the complaint, finding that the advertisement contained an inaccurate price claim.
<b>Infraction:</b>	Clause 1(a).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Western Pontiac Buick GMC (1999) Ltd.
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Alberta
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A motor vehicle dealer advertised a special “2% Over” sale on its vehicles.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because it did not explain what was meant by “2% Over”.
<b>Decision:</b>	The advertiser acknowledged that the advertisement should have, but did not state that the advertiser’s sale prices were 2% over factory invoice prices. Based on the facts, Council found that the advertisement omitted relevant information and did not state all details of the offer in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	World Health Club
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	Alberta

## Ad Standards

<b>Media:</b>	Print
<b>Complaint(s):</b>	1
<b>Description:</b>	A coupon for a fitness club offered visitors a complimentary one month pass.
<b>Complaint:</b>	The coupon was not honoured at the location visited by complainant.
<b>Decision:</b>	It was the club's practice to limit short term passes to first time visitors. Because the complainant had visited the club previously he was told that his pass could not be honoured. In Council's opinion, the fact that the complimentary pass was, in fact, available only to first time visitors was an important restriction that should have been, but was not, disclosed in the advertisement. Council, therefore, found that the advertisement did not state all pertinent details of an offer in a clear and understandable manner.
<b>Infraction:</b>	Clause 1(c).

<b>Clause 1: Accuracy and Clarity</b> <b>Clause 11: Superstition and Fears</b> <b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	People for the Ethical Treatment of Animals
<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	Alberta
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	3
<b>Description:</b>	In a billboard advertisement depicting a child eating a hamburger, the advertiser claimed that "feeding kids meat is child abuse."

## Ad Standards

<b>Complaint:</b>	The complainants alleged that the claim was false, derogatory to parents and caregivers, and also trivialized the serious problem of child abuse.
<b>Decision:</b>	Council noted that Health Canada, Canada's leading health authority, did not regard the consumption of meat by children to be a health hazard. In fact, Health Canada's Food Guide to Healthy Eating recognizes that meat can form part of a healthy diet for both children and adults. Based on Health Canada's position, Council found that the advertised claim was false and played upon the public's fears about food safety to mislead consumers. Council also concluded that by equating the act of feeding meat to children with the criminal act of child abuse, the advertisement demeaned and denigrated parents and other caregivers.
<b>Infraction:</b>	Clauses 1(a), 11, and 14(c).

### Clause 2: Disguised Advertising Techniques

<b>Advertiser:</b>	One Stop Roofing and Drainage
<b>Industry:</b>	Other
<b>Region:</b>	British Columbia
<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	A notice delivered to householders, entitled "Drainage & Sewer Inspections" warned residents that because of heavier than normal rainfalls in Vancouver, drainage systems should be checked to prevent flooding. The notice stated "our inspectors will check for any blockages", and invited readers to call a telephone number printed in large, prominent type to book an appointment.
<b>Complaint:</b>	The complainant alleged that the advertisement was disguised to resemble a municipal public works notice.
<b>Decision:</b>	In Council's opinion, the content and format of the notice did not appear to be sponsored advertising. Rather, it appeared to be a notice that might be sent to homeowners by a municipality, or an agent contracted to undertake inspections on its behalf. To Council, the use of words such as, "inspections" and "inspectors" suggested a municipal or other government responsibility carried out by municipal/government inspection staff. As well, nowhere in the notice did the advertiser's name appear; the only reference to the advertiser was in a website address that appeared in very small print. Based on

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	the above, Council concluded that the advertisement was presented in a format that concealed its commercial intent.
<b>Infraction:</b>	Clause 2.

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Kia Canada Inc.
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The commercial showed a car travelling at high speeds through a residential neighbourhood, impliedly chased by unknown pursuers.
<b>Complaint:</b>	The complainant alleged that the depiction in the commercial of a car driving at high speeds through city streets encouraged unsafe driving.
<b>Decision:</b>	Council carefully considered the manner in which the vehicle was driven at high speeds through what was clearly a residential neighbourhood. In Council's view, the action, as depicted was highly realistic and not in the realm of fantasy. Council was concerned that if this action were replicated by non-professional drivers, it could result in potentially serious consequences for people or property. Council, therefore, found this commercial contravened the Code. In Council's evaluation, it displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts. The advertiser agreed to amend the commercial by making it unmistakably clear that the depicted scenario was a fantasy situation that should not be emulated.
<b>Infraction:</b>	Clause 10.

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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Diesel Canada
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	2 about 2 advertisements
<b>Description:</b>	In a billboard advertisement, a shirtless man was shown from the rear. Wrapped around his upper body and head were the boot-clad legs of three women. In another advertisement for the same advertiser, the bare back of the featured individual appeared to be scarred, impliedly from being whipped.
<b>Complaint:</b>	The complainants alleged the advertisements were inappropriate for exhibition in the out-of-home medium, at locations near schools.
<b>Decision:</b>	Council found that the depiction in the “Boots” advertisement exceeded the limits of propriety for an out-of-home advertisement, even in the context of fashion advertising which oftentimes can be risqué and suggestive. Council concluded that the depiction in this advertisement displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population. Council concluded that the “Whip” advertisement appeared to condone violence, and degraded and undermined human dignity. Council has stated in previous decisions that the out-of-home medium must be used with care and sensitivity. More than in any other advertising medium, advertisements in the outdoor media are exposed indiscriminately to persons of all ages, backgrounds and sensitivities whether or not they willingly want to see them.
<b>Infraction:</b>	Clauses 14(b) and 14(d).

# Ad Standards

## Non-Identified Cases - January 1, 2005 - December 31, 2005

### Canadian Code of Advertising Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Automotive Dealer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Ontario
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	An automobile dealership promoted a special offer in a radio commercial. Purchasers who bought an in-stock new or used vehicle on a specified day were offered a second vehicle for free. The advertisement mentioned there were some conditions to the offer.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the commercial did not make it clear that the “free” car could, in fact, be any in-stock used vehicle of any brand – not just the brand of new cars sold by the dealership.
<b>Decision:</b>	In Council’s opinion, the commercial did not clearly communicate the fundamental condition of the offer, i.e. that purchasers of a new car might receive any brand of in-stock used vehicle as the free car. As a result, Council concluded that the radio commercial omitted relevant information and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(b), and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Consumer Product Manufacturer

## Ad Standards

<b>Industry:</b>	Household goods - Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On a manufacturer's website, one of its products was advertised as having certain described features.
<b>Complaint:</b>	The complainant alleged the advertisement was inaccurate because the product was not available with one of the advertised features.
<b>Decision:</b>	The advertiser acknowledged that incorrect information had been quoted unintentionally in its website advertisement, and that the error was corrected as soon as it was brought to the advertiser's attention. Based on the acknowledged facts, Council upheld the complaint finding that the advertisement contained an inaccurate representation about a product.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Consumer Product Manufacturer
<b>Industry:</b>	Household goods - Other
<b>Region:</b>	Quebec
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	Features of a household product were promoted in a bilingual advertisement.

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<b>Complaint:</b>	A French speaking consumer alleged that the advertisement misrepresented the product's features.
<b>Decision:</b>	The advertiser acknowledged that important qualifying language had been omitted from the French portion of the advertisement. Council found that the French portion of the advertisement contained an inaccurate representation about a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Restaurant
<b>Industry:</b>	Food
<b>Region:</b>	Quebec
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	Credit card logos were shown in a flyer advertisement for a restaurant chain.
<b>Complaint:</b>	When the consumer called to place an order for delivery, he was told that he could not pay by credit card.
<b>Decision:</b>	Not all franchisees of the restaurant had the equipment needed to process credit cards. Based on the facts, Council upheld the complaint finding that the advertisement omitted relevant information and did not clearly state all pertinent details of an offer. Council was pleased to learn that the advertiser amended the flyer at the next printing to add the words "at participating restaurants".
<b>Infraction:</b>	Clauses 1(b) and (c).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A television commercial for a computer system that was described in the commercial as having a “perfectly flat screen monitor”, featured a flat panel monitor.
<b>Complaint:</b>	Although a higher-priced LCD monitor was shown in the commercial, the monitor actually included with the system was a significantly less expensive CRT monitor. The LCD monitor was an option available only at an additional cost.
<b>Decision:</b>	The advertiser claimed that the way it referred to the monitor was standard practice in the industry, and that the disclaimer supered in the commercial made it clear that the monitor, as shown, was optional. Council, however, found that the small print disclaimer did not adequately clarify the limits of the offer. As a result, Council concluded that the commercial contained a misleading representation about a product, did not clearly and understandably state all pertinent details of an offer, and contained disclaimers that contradicted more prominent aspects of the message.
<b>Infraction:</b>	Clauses 1(a), (c), and (d).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)

## Ad Standards

<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A retailer advertised a change to an important aspect of its charging policy.
<b>Complaint:</b>	The complainant alleged that the advertisement did not clearly disclose important terms and conditions of the new policy.
<b>Decision:</b>	Council agreed with the complainant and found that the commercial omitted relevant information and did not state all pertinent details in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(c) and (d).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its website, a retailer advertised a computer peripheral as being totally compatible with an identified type of computer.
<b>Complaint:</b>	The advertisement was inaccurate because the advertised product was incompatible with the complainant's computer that was identical to the type advertised.

## Ad Standards

<b>Decision:</b>	The advertiser acknowledged that additional information was required in the advertisement to clarify the compatibility issue. Council concluded that the advertisement was inaccurate and did not state all pertinent details in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(a) and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertiser on its website offered a product at a price that was substantial lower than the advertiser's regular price for the same product.
<b>Complaint:</b>	The advertiser would not honour the price quoted on its website.
<b>Decision:</b>	The advertiser acknowledged that the wrong price was quoted, in error, on its website. Based on the acknowledged facts, Council upheld the complaint and found that the advertisement contained an inaccurate price claim.
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A logo for a desirable electronic product component appeared in a flyer advertisement immediately adjacent to the advertised electronic equipment.
<b>Complaint:</b>	The complainant believed the advertisement implied that the advertised equipment was powered by the desirable component when, in fact, it was powered by a less-desirable, less-costly component.
<b>Decision:</b>	Council agreed with the complainant finding that the overall impression conveyed by the advertisement was that the more attractive component was included with the system at the advertised price. As a result, Council concluded that the advertisement contained a misleading representation about a product and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(a) and (c).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Household goods - Other
<b>Region:</b>	Quebec

## Ad Standards

<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its website, the advertiser offered an LCD monitor at a specific price.
<b>Complaint:</b>	When the consumer called the store to order the monitor, he was told that it was unavailable at the advertised price.
<b>Decision:</b>	Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clauses 1(a) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In its flyer, the advertiser offered a range hood at a special price.
<b>Complaint:</b>	The advertised product was not available at the advertised price.
<b>Decision:</b>	The advertiser acknowledged that an error had occurred and the wrong price was quoted in the advertisement. Council found that the advertisement contained an inaccurate representation about a product.

## Ad Standards

<b>Infraction:</b>	Clause 1(a).
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	A particular model of computer was advertised at a specific price.
<b>Complaint:</b>	The complainant could not buy the computer at the advertised price.
<b>Decision:</b>	The advertiser acknowledged that an error had been made and the model was not available at the price quoted in the advertisement. Based on the acknowledged facts, Council upheld the complaint finding that the advertisement contained an inaccurate claim about a product.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other

## Ad Standards

<b>Region:</b>	British Columbia
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its Website, an advertiser made a number of specific claims promoting the quality and features of the programmes it offered, as well as the qualifications of its instructional staff.
<b>Complaint:</b>	The complainant alleged that many of the claims were inaccurate.
<b>Decision:</b>	The advertiser acknowledged that the information provided in its Website was two years out of date. Based on the facts, Council found that the advertisement contained inaccurate statements and representations about the services provided by the advertiser.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Company
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement, the advertiser offered to make a free exchange of a competitor's cell phone for a cell phone or a personal digital assistant (PDA) from the advertiser.

## Ad Standards

<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the advertiser refused to fulfil its advertised offer.
<b>Decision:</b>	The advertiser acknowledged that the disclaimer terms and conditions found at the bottom of the advertisement were unclear, and omitted an important detail, namely that the offer was limited to an exchange of a cell phone for a cell phone, or a PDA for a PDA. Based on the facts acknowledged by the advertiser, Council upheld the complaint.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Company
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	The services offered in a direct mail advertisement were described as being “unlimited”.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the offered services were subject to limitations.
<b>Decision:</b>	The fact that usage of the offered service over a specified level was subject to an additional charge was only disclosed in a small print disclaimer. Because the disclaimer contradicted the prominent “unlimited” claim, Council found that the advertisement was misleading.
<b>Infraction:</b>	Clauses 1(a) and (d).

## Ad Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Travel Agency
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	Quebec
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its website, the advertiser offered a coupon for 50% off the price of a train trip.
<b>Complaint:</b>	The complainant visited one of the advertiser's travel agencies to take advantage of the offer, but the agency refused to honour the coupon.
<b>Decision:</b>	The advertiser had launched its advertising campaign before informing individual agencies of the existence of the offer. As a result, Council found the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b> <b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	National

## Ad Standards

<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	The envelope portion of a direct mail advertisement addressed to the complainant contained the words "2nd Notice" in large, prominent type.
<b>Complaint:</b>	The complainant alleged that the advertising, which had the appearance of a bill, was misleading and derogatory because it incorrectly implied that he had not paid the bill on time.
<b>Decision:</b>	Council concluded that the envelope, which it considered to be an integral part of the advertisement, contained an inaccurate representation that demeaned and denigrated an identifiable person - the complainant.
<b>Infraction:</b>	Clauses 1(a) and 14(c).

<b>Clause 5: Guarantees</b>	
<b>Advertiser:</b>	Entertainment Company
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	Ontario
<b>Media:</b>	Radio
<b>Complaint(s):</b>	2
<b>Description:</b>	A radio commercial invited listeners to call a toll-free telephone number to obtain point spread information for placing winning bets on professional American football games.
<b>Complaint:</b>	The complainants alleged that the radio commercial was misleading because it appeared to guarantee that a person could bet and win on the outcome of professional American football games simply by calling the advertised toll-free telephone number.

## Ad Standards

<b>Decision:</b>	Council agreed with the complainants' understanding of the commercial's message. Council also found that the commercial did not provide details regarding the conditions and limitations that applied to the offer, as required under the Code. As a result, Council upheld the complaints.
<b>Infraction:</b>	Clause 5.

<b>Clause 10: Safety</b> <b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The commercial depicted well-known professional sports figures engaged in a "game" that was intensively played in and around city streets and buildings. Passers-by were shown ducking for cover as dishes and glass were smashed during the game.
<b>Complaint:</b>	The complainant alleged the commercial depicted members of the public being recklessly endangered and also condoned the destruction of property.
<b>Decision:</b>	In Council's opinion, adult viewers would likely understand that the scenario was exaggerated and not to be re-enacted or taken seriously. On the other hand, Council was concerned that to children and teenaged viewers, the well-known sports figures were role models, and these icons appeared to be indifferent and unconcerned about the havoc their game-playing caused the passers-by. Council believed that the realistic action could influence children to copy the conduct of their heroes. Based on this assessment Council found that the commercial contravened the Code by depicting situations that might reasonably be interpreted as encouraging unsafe or dangerous practices; and by appearing in a realistic manner to condone violence and exhibit obvious indifference to unlawful behaviour. Council noted it would not have concluded that the commercial violated the Code had its broadcast schedule been restricted to adult programmes and times when children were unlikely to be part of the viewing audience.

## Ad Standards

<b>Infraction:</b>	Clauses 10 and 14(b).
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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Film Distributor
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A television commercial promoting a horror film contained very violent scenes.
<b>Complaint:</b>	The complainant believed that commercial was inappropriately broadcast during early evening programming that was watched by children.
<b>Decision:</b>	After taking into account the content of the commercial, the intended audience, and the audience actually reached by it - families with children, Council found that the commercial appeared in a realistic manner to exploit and condone violence.
<b>Infraction:</b>	Clause 14(b).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Media Company
<b>Industry:</b>	Telecommunications - Other

## Ad Standards

<b>Region:</b>	Quebec
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	3
<b>Description:</b>	A billboard advertisement for a broadcast programme featured a totally exposed part of a woman's anatomy that is typically associated with a woman's sexuality.
<b>Complaint:</b>	The complainants alleged that the advertisement was degrading to women and inappropriate for exhibition in the out-of-home medium.
<b>Decision:</b>	Council understood that there was a connection between the subject matter of the advertised programme and women's body image. However, in this case, Council found the degree of nudity depicted in the advertisement was inappropriate for display in the medium of out-of-home, to which persons of all ages, backgrounds, and sensibilities may be exposed. Council, therefore, concluded that the advertisement displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.
<b>Infraction:</b>	Clause 14(d).

### Clause 14: Unacceptable Depictions and Portrayals

<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	4 about 2 advertisements

## Ad Standards

<b>Description:</b>	In one of two transit shelter advertisements, a young woman wearing only jeans was shown with her arms crossed in front of her, exposing part of her breasts. In the other advertisement, a woman was posed with her hands positioned suggestively between her legs.
<b>Complaint:</b>	The complainants alleged the advertisements were inappropriate for exhibition in the out-of-home medium.
<b>Decision:</b>	Council concluded that the display of nudity in the first advertisement was gratuitous and unrelated to advertising jeans. In the case of the second advertisement, Council agreed with the complainants that the woman's pose, the positioning of her hands, and the obvious sexual overtones, collectively displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.
<b>Infraction:</b>	Clause 14(d).

### Clause 14: Unacceptable Depictions and Portrayals

<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Food
<b>Region:</b>	Nova Scotia
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertisement used language that could be interpreted as a slang reference to a part of a woman's anatomy.
<b>Complaint:</b>	The advertisement demeaned women.
<b>Decision:</b>	Council, agreed with the complainant's interpretation of the language in the advertisement, and found that the advertisement demeaned and denigrated women.

## Ad Standards

<b>Infraction:</b>	14(c).
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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement for a clothing store depicted a man holding a chainsaw. The wall in front of him was splattered with blood.
<b>Complaint:</b>	The advertisement was offensive and promoted violence.
<b>Decision:</b>	Council found that the advertisement appeared in a realistic manner to exploit and condone violence, as well as exhibiting obvious indifference to unlawful behaviour.
<b>Infraction:</b>	Clause 14(b).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)

## Ad Standards

<b>Region:</b>	Quebec
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	A poster promoting a brand of clothing featured two individuals hugging. The hand of one of the individuals could be seen positioned between the legs of the other person. The poster was prominently displayed in the window of a store overlooking a busy street.
<b>Complaint:</b>	The complainant alleged that the advertisement was highly inappropriate because it could be seen by pedestrians, including children.
<b>Decision:</b>	Because of its location in the store's window, the poster was accessible to persons of all ages, backgrounds, and sensibilities. After considering the sexual overtones in the advertisement and its location, Council concluded that the advertisement displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population. Council noted that its decision would have been different had the advertisement not been accessible from the street, but rather, displayed within the store's premises.
<b>Infraction:</b>	Clause 14(d).

### Clause 14: Unacceptable Depictions and Portrayals

<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	13

## Ad Standards

<b>Description:</b>	A television commercial showed people using the advertised product to communicate with each other about an individual they were holding captive without the person's consent.
<b>Complaint:</b>	The complainants alleged the advertisements condoned kidnapping.
<b>Decision:</b>	It was apparent to Council that the unseen individual in this commercial was being confined without that person's consent. This depiction appeared realistic to Council and not exaggerated. As a result, Council found in the commercial an obvious indifference to unlawful behaviour. Council did not find that the element of humour mitigated the overall impression conveyed by the commercial.
<b>Infraction:</b>	Clause 14(b).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Telecommunications Company
<b>Industry:</b>	Other
<b>Region:</b>	Quebec
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a print advertisement a man and his profession were depicted in a negative manner.
<b>Complaint:</b>	The advertisement demeaned members of the profession.
<b>Decision:</b>	Council found that the advertisement demeaned, denigrated, and disparaged an identifiable profession, and attempted to bring it into public contempt or ridicule.
<b>Infraction:</b>	Clause 14(c).