

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2006. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2006 - December 31, 2006

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	A&B Sound
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A DVD recorder was advertised at an after-rebate price of \$149.99.
Complaint:	That the advertisement was misleading because it did not disclose the fact that in addition to the DVD recorder, a television set also had to be purchased in order to get the advertised low price.
Decision:	Council agreed with the complainant, concluding that the advertisement was misleading and omitted relevant and important information about the additional purchase requirement.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Applebee's International, Inc.
Industry:	Food

Ad Standards

Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	In a print advertisement, the advertiser offered a coupon for a “free sizzling steak from the menu” at its Niagara Falls location. A small print disclaimer on the coupon read: “Must present this coupon when purchasing a meal.”
Complaint:	Staff at the restaurant declined to honour coupons when presented for redemption by the complainant.
Decision:	To Council, the small print disclaimer language on the coupon did not clearly communicate the fact that the free dinner was conditional upon the purchase of one meal. Council found that the advertisement contained an inaccurate statement, omitted relevant information, and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Best Buy Canada
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	An advertisement promoted electronic products for online purchase.

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Complaint:	The complainant purchased several products online. When he asked that he be allowed to pick up the ordered item at a local retail outlet of the advertiser, the complainant's order was cancelled by the advertiser who told him the products could not be picked up at advertiser's retail outlet, but could only be shipped to the complainant's residence and at an additional cost.
Decision:	The restrictions placed by the advertiser on delivery options should have been clearly stated in the advertisement. Because they were not, Council found that that the advertisement was inaccurate and omitted relevant information regarding delivery.
Infraction:	Clauses 1 (a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Great Canadian Oil Change
Industry:	Other
Region:	British Columbia
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	In a coupon for transmission fluid service the advertiser claimed "competitors' coupons worth more."
Complaint:	The complainant alleged that the advertisement was misleading, because the advertiser would not honour a competitor's coupon.
Decision:	Because the word "competitors" in the advertisement was not qualified in any way, consumers were entitled to believe that "competitors" included any company that offered transmission fluid services, not just those offering identical services to the advertiser. Council, therefore, concluded that the advertisement omitted relevant information, i.e. a definition of "competitors", and did not clearly and understandably state all pertinent details of an offer.
Infraction:	Clauses 1(b) and (c).

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Clause 1: Accuracy and Clarity	
Advertiser:	Hartco LP
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	Various products were advertised as “free” with the purchase of a computer, after mail-in rebate. The advertisement also featured the words “Save \$620” beside the advertised price of \$799.99 that was adjacent to the image of the computer.
Complaint:	The products were not actually “free” because GST was payable and could not be recovered by consumers. The complainant also alleged that the advertiser misstated the savings a purchaser could actually realize.
Decision:	To Council, the word “free” means “at no cost whatsoever”. In this case, because consumers were required to pay GST but could never recover it, the unqualified use of “free” was misleading. In addition, Council was unable to understand how the promised savings of “\$620” could be justified on the basis of the information provided in the advertisement. Council found that the advertisement contained a misleading claim, omitted relevant information, and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Home Depot of Canada Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)

Ad Standards

Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A specified type of window washer fluid was advertised at a special price.
Complaint:	The complainant could not buy the advertised fluid at the special price.
Decision:	The advertiser acknowledged that, inadvertently, the product was incorrectly identified in the advertisement. Based on the facts, Council concluded that the advertisement contained an inaccurate representation about a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity

Advertiser:	IKEA Canada Ltd.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Bedroom furniture was described as “solid pine” in an advertisement.
Complaint:	The description was inaccurate because the advertised furniture was constructed with spruce, particleboard and fibreboard.

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Decision:	The advertiser acknowledged that the material was mistakenly described in the advertisement. Based on the facts, Council concluded that the advertisement contained an inaccurate representation about a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	MDG Computers Canada Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	An advertisement offered a free camera with the purchase of a computer system.
Complaint:	The advertisement was inaccurate because the free camera was different from the one illustrated in the advertisement.
Decision:	The advertiser acknowledged the facts as alleged and agreed that the advertisement should have made it clear that the free camera was not the one that was illustrated. Based on the facts, Council concluded that the advertisement contained an inaccurate representation about a product.
Infraction:	Clause 1(a).

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Clause 1: Accuracy and Clarity	
Advertiser:	MDG Computers Canada Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	In a newspaper advertisement a laptop computer was advertised at a special price.
Complaint:	The complainant alleged the advertisement was misleading because it failed to mention that the computer did not come with a battery.
Decision:	Consumers would expect that a laptop computer came equipped with a battery unless otherwise noted. Because the advertisement failed to mention that no battery was included at the special price, Council found the advertisement contained a misleading representation about a product and omitted relevant information.
Infraction:	Clauses 1(a) and (b).
Advertiser's Verbatim Statement:	"MDG acknowledges the fact that a notebook advertised did not indicate a battery was sold separately. However, with the notebook a power adapter was included. It was not MDG's intent to mislead consumers. Unfortunately, MDG did not realize the omission of the information about the battery would create such confusion until after the offer was publicized. In future, if a battery is not included with a notebook MDG will indicate this as an extra charge. MDG apologizes to the public and in particular to the customer who brought this to the attention of Advertising Standards Canada. Furthermore, MDG did try to offer compensation for any inconvenience this situation may have caused the customer. MDG would like to thank the customer and Advertising Standards Canada for bringing this oversight to our attention and appreciates the importance and hard work of Advertising Standards Canada. Thank you!"

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Clause 1: Accuracy and Clarity	
Advertiser:	Primus Telecommunications Canada Inc.
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	The words “No monthly fee” appeared in bold type in a paragraph describing one of the advertiser’s long distance phone plans. At the bottom of the advertisement, the following statement was printed in very small type: “A \$3.95 monthly network fee applies. Some conditions apply.”
Complaint:	The complainant alleged that the “No monthly fee” claim was misleading because he was charged a monthly fee for the advertised plan.
Decision:	Council agreed with the complainant that “No monthly fee” meant there were no recurring fees or charges of any kind in connection with the advertised plan. In Council’s opinion, it was misleading for an advertiser to claim, on one hand, that there were no monthly fees, while, on the other hand, charging a monthly network fee. Moreover, the disclaimer language found at the bottom of the advertisement contradicted the more prominent aspect of the message. Council concluded that the advertisement contained a misleading claim, omitted relevant information, and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(a), (b), (c), and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Sears Canada
Industry:	Retail (Supermarkets, Dept stores, etc.)

Ad Standards

Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A crib mattress identified as a "Simmons" was advertised on the retailer's website.
Complaint:	After purchasing and expecting to receive a mattress labelled "Simmons", the complainant received a mattress labelled "Jupiter".
Decision:	The advertisement promoted a specific brand of mattress, which the customer should have received, rather than another brand. Council, therefore, found that the advertisement contained inaccurate information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Spin Digital Media Corporation
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertiser, on its website, advertised its custom CD and DVD manufacturing services.

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Complaint:	The complainant alleged it was incumbent on the advertiser to disclose the fact that the advertiser would not fulfill an order from any customer who did not sign and return the advertiser's form of property right's declarations.
Decision:	The sales/service condition imposed by the advertiser was an important one, which not all potential buyers could be presumed to know unless told by the advertiser. Because the requirement was not disclosed on the advertiser's website, Council found that the advertisement omitted relevant information.
Appeal:	On appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Telus Mobility
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A free digital camera was offered with purchase of a hi-speed Internet service.
Complaint:	The advertisement was inaccurate because the complainant did not receive the model of the camera featured in the advertisement.
Decision:	The advertiser explained that the promotion originally featured a lower value camera. When supplies ran out, a higher value camera was advertised as the substitute. Because the complainant did not receive the higher value camera she saw featured in the advertisement, Council found that the advertisement contained an inaccurate representation about a product.

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Infraction:	Clause 1(a).
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Clause 1: Accuracy and Clarity	
Advertiser:	The Source by Circuit City
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A particular extension cable was advertised at a special price on the advertiser's website.
Complaint:	The advertisement was inaccurate because the advertiser could not provide the complainant with the advertised cable.
Decision:	The advertiser explained that the item had been incorrectly described and priced on the website. Based on the facts, Council concluded that the advertisement contained an inaccurate representation about a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity Clause 6: Comparative Advertising Clause 11: Superstition and Fears Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	The Clorox Company of Canada

Ad Standards

Industry:	Household goods - Other
Region:	National
Media:	Television, Magazines
Complaint(s):	11
Description:	In a television commercial for an in-home water filtration system, a drinking glass emptied and then filled at the same time as a woman flushed her toilet. The woman was then shown drinking the glass of water. Superimposed on the image were the words "Tap and toilet water come from the same source". A voice-over at the end of the commercial asked viewers: "Don't you deserve better?" In the magazine advertisement for the same product, below a woman whose hair resembled a floor mop was advertising copy that read "You deserve better than the water you mop with."
Complaint:	The complainants alleged that the advertisements were misleading and discredited drinking water service provided by municipal water systems.
Decision:	The overwhelming impression conveyed to Council by these advertisements was that municipally supplied water was unfit to drink. Council found that the television and the magazine advertisement conveyed an inaccurate representation of a product/service/commercial activity; omitted relevant information; unfairly demeaned, disparaged and discredited another product/service/commercial activity (i.e. municipally supplied water); and misled consumers by playing upon their fears of the safety of drinking water.
Appeal:	The advertiser proposed a number of significant amendments and modifications to the television commercial and magazine advertisement. The Appeal Panel agreed that the modifications would result in advertising that was in compliance with the <i>Code</i> .
Infraction:	Clauses 1(a) and (b), 6, 11 and 14(c).
Advertiser's Verbatim Statement:	"The Clorox Company of Canada disagrees with the Consumer Response Council (Council) decision that our advertisements for Brita contravened Clauses 1 (a) and (b), 6, 11 and 14 (c) of the Canadian Code of Advertising Standards (Code). Only a handful of complaints were received, the majority from affiliated special interest groups, whose objective is to ensure public confidence in the safety of municipal drinking water. While we dispute the Council's interpretation of the Code in this instance, we respect the ASC and have cooperated throughout the process, first by responding quickly to the initial complaint by adding a disclaimer, and finally by amending the advertising to the Council's satisfaction."

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Clause 10: Safety	
Advertiser:	Effem Inc.
Industry:	Food
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	3
Description:	A party scenario was depicted in which the advertised confectionery product was shown tossed in the air and caught in people's mouths. A super in the commercial stated: "Caution. Dramatization using special effects."
Complaint:	The complainants believed that the commercial depicted acts that could potentially be dangerous if emulated by young children.
Decision:	To Council, the confectionery-catching activity appeared realistic and appealing to young and impressionable children who, Council believed, could be prompted to emulate this activity. While the commercial was not targeted to children, they formed a significant part of its audience. Council found that the commercial displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts. Council did not find that the disclaimer, which young children would not be able to read or understand, negated the impression conveyed by the commercial.
Appeal:	On appeal by the advertiser, the Appeal Panel confirmed the original decision of Council. The Appeal Panel considered the commercial would be appropriately amended if the media buy were restricted to after 9:00 p.m. times and programs when young children would be unlikely to form a significant part of the viewing audience.
Infraction:	Clause 10.

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Clause 10: Safety	
Advertiser:	Hyundai Auto Canada
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	24
Description:	Two young men, one a driver, the other a passenger, were depicted in a car that was driven repeatedly around a roundabout. When the car stopped, the actors stumbled out dizzily. The driver then said to the passenger, “your turn”, and they changed places.
Complaint:	The complainants believed that the commercial encouraged unsafe and reckless driving.
Decision:	The speed at which the car was driven repeatedly around a round-about in what appeared to be a residential neighbourhood; the look on the faces of the two occupants of the car; their apparent dizziness and stumbling when the car stopped for them to change places – all emphasized speed and contributed to an impression of unsafe driving. The overall impression conveyed to Council by this commercial was that driving the car in this way was like playing a game or taking a ride in an amusement park. Council believed that the “fun” aspect of this commercial could be especially appealing to impressionable drivers, particularly young male drivers. In Council’s view, this category of driver would be encouraged by this commercial to drive in a similarly unsafe or dangerous manner. As directed by Interpretation Guideline #1 to the Code, Council also considered the elements of humour and fantasy in this commercial, and found that they were insufficient to negate the overall impression conveyed to Council by this commercial that the depicted activity encouraged unsafe or dangerous practices or acts. Council therefore concluded that the commercial contravened the Code.
Appeal:	On appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clause 10.
Advertiser's Verbatim Statement:	“Hyundai Auto Canada would like to express its disappointment with the Consumer Response Council’s decision to permanently restrict the “Round and Round” TV spot. Council’s decision failed to recognize three key factors. Firstly, Council failed to apply Interpretation Guideline #1 – Alleged Infractions of Clauses 10 or 14 ignoring the intended humour and fantasy in the spot. Secondly, it failed to consider the impact that several tragic “street-racing” deaths in the news at the time had on both the number/passion of the complaints. Thirdly, the decision claimed Hyundai was attempting to

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	<p>“appeal to impressionable novice, male drivers”. Council failed to acknowledge that our media selection overtly avoided teen programming and the casting clearly showed late 20’s males. It is our contention that the spot was no more problematic in the situations portrayed than any other automotive ad on-air and that it was unfairly targeted and removed without thoughtful and considered judgment.”</p>
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Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Bacardi Canada Inc.
Industry:	Alcoholic beverages
Region:	National
Media:	Newspaper, Out-of-Home
Complaint(s):	2
Description:	A woman was depicted in this advertisement wearing a revealing tank top that clearly showed she had three, not two, breasts. The words “better than beer.com” were superimposed on the image of the woman.
Complaint:	The complainants alleged that the advertisement degraded and demeaned women.
Decision:	Prior to exhibiting the advertisement, the advertiser submitted and received approval to exhibit the advertisement under the CRTC Code for Broadcast of Advertising of Alcoholic Beverages, (which applies to print advertising, as well as broadcast in British Columbia). Approval under CRTC’s Broadcast Code, however, does not constitute or guarantee conformity with the provisions of the Canadian Code of Advertising Standards that were applied in the case of this adjudication. Aspects of women’s and men’s sexuality have been found in other advertising that did not raise issues under the Canadian Code of Advertising Standards. However, in this case, it appeared to Council that the female model was digitally modified in this advertisement for one purpose only – to attract the attention of readers by exploiting the female model’s sexuality. Council could find no relevant connection between the altered image and the product being advertised. Council concluded, therefore, that focusing on parts of a woman’s body for no purpose related to the product objectified and demeaned women.
Infraction:	Clause 14(c).

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Advertiser's Verbatim Statement:	<p>“Bacardi Canada Inc. is a member in good standing of Advertising Standards Canada. The company undertook what was felt to be responsible steps to ensure the creative in question was acceptable, by pre-submitting to ASC and securing approval according to the Code for Broadcast Advertising of Alcoholic Beverages, which applies to print as well as broadcast advertising in British Columbia. We also undertook a full review of the existing and historical creative aired in Canada, to ensure this was consistent and in keeping with what was felt to be accepted areas of creative. While we do not agree with the Council's decision, we respect it and the process that was followed. We have committed to cease exhibiting of the creative in question.”</p>
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Ad Standards

Non-Identified Cases - January 1, 2006 - December 31, 2006

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Travel Service Provider
Industry:	Leisure services - Travel services
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	An advertisement offering travel services made an unqualified claim regarding the availability of the advertiser's service.
Complaint:	The advertisement was misleading because the service was only available to online purchasers.
Decision:	The advertiser's offer was made without limitation or qualification. That the program was only available online was information that should have been, but was not, disclosed in the advertisement itself. Council, therefore, concluded that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General

Ad Standards

Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Specific features of a particular model of vehicle were highlighted in a television commercial. A price was prominently displayed.
Complaint:	The highlighted features in the commercial were only available in a much more expensive vehicle than the one that was most prominently specified.
Decision:	The pricing information for the featured model was included at the end of the commercial in a super that was completely unreadable. The overall impression conveyed by this commercial to Council was that the vehicle with the features that were highlighted in the commercial was available for the price that was also most prominently featured in the commercial. Because it was not, Council concluded that the advertisement contained a misleading representation, omitted relevant information, and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(a), (b), (c), and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	Ontario
Media:	Newspapers
Complaint(s):	1

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Description:	In a print advertisement the advertiser offered 0% purchase financing on all new 2006 vehicles. Disclaimer language at the bottom of the advertisement qualified the headline by stating that 0% financing was available for “24/36/48/60 months”.
Complaint:	The complainant believed that the advertisement was misleading because he could not obtain 0% financing from the manufacturer’s dealer for the term that he requested.
Decision:	The disclaimer language implied the financing rate was available for each advertised vehicle for a 24 or 36 or 48 or 60 month term, when in fact it was not. The disclaimer did not make it clear that the available term of the offer depended on the model of vehicle purchased. Council, therefore, concluded that the advertisement omitted relevant information, and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Services Provider
Industry:	Financial services
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	An advertisement showed two significantly different sized stacks of money, side-by-side, to illustrate the difference in interest rates between those offered by the advertiser compared with other institutions. The actual difference in rates was stated elsewhere in the advertisement.
Complaint:	The complainant alleged that the visual depiction was inaccurate and exaggerated the difference in the interest rates.
Decision:	The advertiser contended that the visual depiction was not intended to be taken literally. Council, on the other hand, believed that readers would be most likely to see the arresting comparison as a visual representation of the actual difference in interest rates. Council found that because the visual depiction

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	significantly exaggerated the difference in rates, the advertisement contained an inaccurate representation regarding a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Hotel
Industry:	Leisure services - Travel services
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	Two-night hotel packages, including accommodation, dinners and breakfasts, were featured within a box located in the centre of the advertisement. A special rate was prominently shown inside a circle found immediately below the box.
Complaint:	The complainant who attempted to book a two-night package was told that the advertised rate was for each night, not for the two-night package.
Decision:	Given the layout of the advertisement and the proximity of the quoted room rate to the offer of a two-night package, Council understood why the complainant was misled. The advertisement should have, but did not, make it clear that the rate was for one night and not for two nights. Council, therefore, 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.
Infraction:	Clauses 1(a), (b), and (c).

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Clause 1: Accuracy and Clarity	
Advertiser:	Not-for Profit Organization
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	Two versions of an advertisement, one in television and the other in newspapers, proffered limited, informative data regarding the services and benefits provided to consumers of the advertiser's service. Each advertisement directed readers to a website and information line for additional details.
Complaint:	The complainants believed that the advertisement was misleading.
Decision:	The general impression and message conveyed by the television and newspaper advertisement was that the service and benefits were considerably more comprehensive and timely than they turned out to be upon reading or hearing the extended message on the website or information line. To Council, the advertising in question raised expectations that remained unsatisfied after reading or hearing the information found in the website or helpline to which readers/viewers of the advertisements were directed. Council, therefore, found that the advertisements made inaccurate claims and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Not-for Profit Organization
Industry:	Non-commercial - Other

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Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	In an advocacy advertisement, personal comments on a public issue were attributed to several high profile individuals.
Complaint:	The complainant alleged that the individuals' statements were taken out-of-context and did not specifically relate to the subject of the advertisement.
Decision:	Council agreed with the complainant finding that the advertisement was misleading.
Appeal:	On appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Various products were depicted in a television commercial promoting a special savings event.

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Complaint:	The complainant alleged that the advertisement was misleading because the advertiser would not provide him with the promised savings on the product he purchased in response to the advertisement.
Decision:	Council found it was unclear in the commercial that some of the featured items were not necessarily part of the sale event. Nor was the basis of the savings offer made as clear and certain in the advertisement as it could have been. Council, therefore, concluded that the advertisement contained an inaccurate representation about a product, and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In the headline of the advertisement a free \$10 gift card was promised with the purchase of \$50 or more on "anything" in the store. The word "anything" was emphasized with underlining and bold type. An asterisk was located not beside the word "anything" but next to "\$50 or more". In the disclaimer language at the bottom of the advertisement, certain categories of products were excluded from the offer.
Complaint:	The use of the word "anything" in the advertisement was misleading because in the fine print several types of products were excluded.
Decision:	The general impression conveyed by the advertisement, taken as a whole, was that the offer was not restricted. A term such as "anything" must be used carefully in advertising, especially if the offer is restricted in a significant way. Not only was the word "anything" highlighted in the advertisement, there was no asterisk or other symbol next to the word "anything" to alert readers to the fact that there were restrictions. Furthermore, the asterisk located next to the words "\$50 or more" was misplaced; it should have been located immediately after "anything". Council concluded that, because the restriction found in

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	the footnoted disclaimer paragraph contradicted a very prominent aspect of the main message of the advertisement, the advertisement contravened the <i>Code</i> .
Infraction:	Clause 1(d).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	Several products in a particular category were advertised for "\$7.97" each in a flyer that was posted on the advertiser's website. In the printed version of the same flyer, the products were advertised as "starting at \$.7.97".
Complaint:	That the price quoted in the website advertisement was inaccurate.
Decision:	Council agreed with the complainant and found that the website advertisement did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clause 1(c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	Several products were advertised as “free” with the purchase of a computer, after mail-in rebate.
Complaint:	The complainant alleged the products were not actually “free” because taxes were payable and could not be recovered by consumers.
Decision:	To Council, the word “free” means “at no cost whatsoever”. Because consumers were required to pay taxes but could not recover the amount of the taxes, Council considered the unqualified use of the word “free” to be incorrect. Council found that the advertisement omitted relevant information and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Sports Club
Industry:	Leisure Services - Entertainment, sports and leisure
Region:	Ontario

Ad Standards

Media:	Point-of-Sale
Complaint(s):	1
Description:	Unlimited guest privileges were offered in advertising promoting a sports club.
Complaint:	The complainant, who tried to bring a guest to a fitness class, was told that the offer did not permit guests to participate in group activities.
Decision:	The advertiser said that the offer, as made, intended to restrict the number of visits a guest could make. However, to Council, the “unlimited” offer in the advertisement was unqualified and conveyed the clear impression there were no restrictions at all on the activities in which guests could participate. Council found that the advertisement did not disclose the fact that the offer was significantly limited; contained a misleading statement; omitted relevant information; and did not state all the pertinent details in a clear and understandable manner.
Infraction:	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Company
Industry:	Other
Region:	National
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	Telephone and Internet services were advertised at a special monthly price.
Complaint:	The advertisement was misleading because it did not disclose the fact that a pre-authorized payment by credit card was required in order to subscribe to the advertised service.

Ad Standards

Decision:	The fact that payment conditions had to be met in order to subscribe to the service was an important fact that should have been, but was not, disclosed in the body of the advertisement itself. Council, therefore, found that the advertisement omitted relevant information.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Travel Service Provider
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an Internet advertisement, the advertiser claimed that people could receive certain travel rewards if they fulfilled an identified condition.
Complaint:	The complainant alleged that the claim was not true. He could not obtain the advertised reward even though he fulfilled the condition.
Decision:	To Council, people reading the advertisement were entitled to expect they could obtain vacation rewards upon meeting the specified condition. Based on the information provided by the advertiser, Council concluded that, contrary to the advertised offer, a reasonable supply of "reward" was not available. Council found, therefore, that the advertisement contained an inaccurate representation, and omitted relevant information, namely that supplies were limited.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Clause 13: Advertising to Minors	
Advertiser:	Entertainment Company
Industry:	Leisure Services - Entertainment, sports and leisure
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Two young persons were featured in an advertisement for an activity in which persons under the age of majority were prohibited from participating.
Complaint:	That the featured individuals appeared to be too young to legally participate in the advertised activity.
Decision:	Although the actors were, in fact, young adults and not minors, the commercial conveyed the strong impression that, by their looks, wardrobe and behaviour, the actors were not and could not be identified as adults. Council, therefore, found that the commercial contravened the <i>Code</i> .
Infraction:	Clause 13.

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	Quebec

Ad Standards

Media:	Audio Visual - Traditional television
Complaint(s):	10
Description:	In a television commercial a man was introduced to his colleagues who immediately began to laugh at him.
Complaint:	The complainants alleged that the depiction condoned bullying in the workplace.
Decision:	Council agreed with the complainants finding that the scenario depicted in the commercial condoned psychological bullying and also denigrated a person and his profession.
Infraction:	Clauses 14(b) and (c).

Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Consumer Product Manufacturer
Industry:	Household goods - Other
Region:	Quebec
Media:	Point-of-Sale
Complaint(s):	1
Description:	An in-store advertisement for a household product depicted a tired and worn-out looking woman. The accompanying copy suggested that she deserved better than the product she was currently using.
Complaint:	The complainant alleged that the depiction of the woman negatively associated women with the drudgery of housework.

Ad Standards

Decision:	Council found that by depicting a woman in this manner, the advertisement demeaned and ridiculed women.
Infraction:	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Entertainment Company
Industry:	Leisure Services - Entertainment, sports and leisure
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	Realistic scenes of violence were included in a television commercial promoting a horror movie.
Complaint:	The complainants alleged that the extreme violence displayed in the commercial was inappropriate for family viewing.
Decision:	The advertiser claimed that instructions the advertiser gave to the media to air the commercial after 9:00 p.m. during age-appropriate programming were not strictly followed. In assessing whether the commercial conformed to the Code, Council considered the context and content of the commercial, the audience actually, or likely to be, or intended to be reached by the commercial, and the medium used to deliver it. In this case, impressionable children were regrettably part of the audience actually reached by the commercial. On that basis, Council found that the commercial displayed obvious indifference to conduct and attitudes that offend standards of public decency prevailing among a significant portion of the population.
Infraction:	Clause 14(d).

Ad Standards

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Entertainment Company
Industry:	Leisure Services - Entertainment, sports and leisure
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	In a transit advertisement it was suggested that a potentially dangerous implement could be used to eliminate an elderly relative.
Complaint:	That the advertisement encouraged abuse of and violence toward the elderly.
Decision:	In a unanimous decision, Council found that the advertisement appeared in a realistic manner to exploit and condone violence. Council also concluded that the humorous elements of this advertisement were unable to negate the impression conveyed by the advertisement that violence was both acceptable and to be encouraged.
Infraction:	Clause 14(b).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Not-for-Profit Organization
Industry:	Non-commercial - Other
Region:	Atlantic Canada

Ad Standards

Media:	Magazines
Complaint(s):	2
Description:	The visual portion of a print advertisement promoting employment opportunities focused on a female server's backside and legs. The advertisement's headline contained a play on words on a part of woman's anatomy.
Complaint:	The complainants alleged that the advertisement demeaned women.
Decision:	In Council's opinion, the combination of the visual together with the headline, constituted a gratuitous exploitation of women's sexuality to promote a subject that was unrelated to sexuality. Council, therefore, concluded that the advertisement demeaned and disparaged women.
Infraction:	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Quebec
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	2
Description:	A well endowed woman wearing a bikini was depicted from the waist up on a billboard advertisement. An arrow pointed towards her chest together with the slogan "nothing but the real stuff".
Complaint:	The complainants alleged that advertisement inappropriately used a woman's body to sell a product unrelated to sexuality.

Ad Standards

Decision:	Council agreed that the depiction objectified women, thus demeaning and denigrated them.
Infraction:	Clause 14(c).