

## Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2007. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2007 - December 31, 2007

### Canadian Code of Advertising Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Alberta Livestock Industry Development Fund
<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	Alberta
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement on a website entitled "What's on your plate?" A question was posed – "Is pig manure good for the environment?" The answer "Yes" followed in a paragraph that explained the advertiser's rationale for the answer.
<b>Complaint:</b>	The complainant alleged that the claim was misleading. According to the complainant, runoff from intensive livestock operations can adversely affect water bodies and produce other negative environmental effects.
<b>Decision:</b>	In reviewing the answer to the question posed in the advertisement, it appeared to Council that the advertisement contained only generic information about manure from livestock in general, but not specifically about manure from pigs and its effects on the environment. As well, the overall impression conveyed by the advertisement to Council was that pig manure was unquestionably good for the environment in all respects. Council did not find that the advertiser had supplied adequate support to make such an unqualified and absolute claim. Council, therefore, concluded that the advertisement contained inaccurate claims.
<b>Infraction:</b>	Clause 1(a).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Army and Navy Stores
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Alberta
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A tent was advertised at a special price in a flyer.
<b>Complaint:</b>	The complainant was told by the store's sales staff that there was a limit of one tent per customer.
<b>Decision:</b>	Because the advertisement did not disclose the fact that quantities were limited to one tent per customer, Council concluded that the advertisement omitted relevant information and did not present all pertinent details of the offer in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Bell Mobility
<b>Industry:</b>	Other
<b>Region:</b>	National

## Ad Standards

<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for its calling plans the advertiser claimed that “you can get free local calls between any and all of Bell mobile, residential or business phones.” In the description of the plans that followed, it was stated that the additional, unlimited local calls would cost \$10.00 or more per month, depending on the plan selected.
<b>Complaint:</b>	The complainant alleged that the use of the word “free” in the advertisement was misleading.
<b>Decision:</b>	To Council, the word “free” refers to something that is in the nature of a bonus, supplied to customers, at no extra cost, that is in addition to, and other than, the promoted article or service. Because there was a charge of \$10.00 per month (or more, depending on the specific plan) for an unlimited number of qualifying calls, Council found the calls cannot be characterized as “free” calls. Council, therefore, upheld the complaint, concluding that using the word “free” in this way was misleading.
<b>Appeal:</b>	Council's decision was appealed by the advertiser to an Appeal Panel which, after rehearing the matter, confirmed the original decision by Council.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Burger King
<b>Industry:</b>	Food
<b>Region:</b>	National
<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1

## Ad Standards

<b>Description:</b>	In a coupon, the advertiser offered an NFL King Bobblehead with the purchase of an adult combo meal. The coupon did not say the offer could not be combined with any other offer.
<b>Complaint:</b>	The complainant alleged that the advertisement was inaccurate, because the coupon when presented was not honoured at one of the advertiser's restaurants in Edmonton.
<b>Decision:</b>	Council found that advertisement was inaccurate. By failing to state that the free bobblehead coupon could not be combined with a price "savings" coupon, the advertisement also omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Canada Safeway
<b>Industry:</b>	Food
<b>Region:</b>	British Columbia
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement, corn-on-the cob was advertised as "locally grown".
<b>Complaint:</b>	The complainant alleged that the claim was inaccurate. The corn was actually grown in Manitoba, not in British Columbia.
<b>Decision:</b>	The advertiser explained in its response to Council, that due to an inadvertent error, the advertisement was placed in the North Shore News. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Canada Safeway Ltd.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	British Columbia
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	In-store advertising identified cherries as "CDN/USA Grown".
<b>Complaint:</b>	The complainant alleged that the advertisement was inaccurate because the cherries were actually the product of Chile.
<b>Decision:</b>	The advertiser acknowledged that the information was unintentionally incorrect. Based on the facts, Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Canadian Tire Corporation, Limited
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Alberta

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<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	2
<b>Description:</b>	A personalized letter, which appeared to originate from a co-worker of the recipient, promoted Canadian Tire gift cards as rewards and incentives for other employees.
<b>Complaint:</b>	The complainants alleged that this promotional material was misleading because, in fact, it originated from the advertiser, and not a co-worker.
<b>Decision:</b>	The direct-mail letter was designed and written so as to appear to have been sent by an employee or co-worker of the recipient. In Council's opinion, this was advertising that was presented in a manner that concealed its commercial intent. It also conveyed a misleading impression about the source (i.e., sponsor) of the advertisement.
<b>Infraction:</b>	Clauses 1(a) and 2.

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Canadian Tire Corporation, Limited
<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 pantry with wood-grain finish was advertised at a special price. The "Rubbermaid" logo was featured in the advertisement immediately under the price claim and adjacent to the photograph of the pantry. At the bottom of the same advertisement, a similar-looking white pantry was shown at a lower price.

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<b>Complaint:</b>	The complainant alleged that the advertisement was misleading. The white pantry was, in fact, smaller, and was not made by Rubbermaid.
<b>Decision:</b>	Council found there was nothing to indicate that the larger, wood-grain pantry and the smaller, but similar, white pantry were different products made by different manufacturers. In Council's opinion, readers could reasonably assume that both pantries were made by Rubbermaid because its logo was so prominently featured in the advertisement.
<b>Infraction:</b>	Clauses 1(a) and 1(b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Canadian Tire Corporation, Ltd.
<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 a flyer, several cordless lawnmowers with interchangeable batteries were advertised.
<b>Complaint:</b>	According to the complainant, the model of lawnmower the complainant wanted to buy was featured, among others, in the advertisement as having an interchangeable battery when, in fact, it did not.
<b>Decision:</b>	Council found that the composition and layout of this advertisement would likely lead readers to believe that all of the illustrated cordless lawnmowers came with interchangeable batteries. The advertisement did not clearly indicate that the interchangeable battery was not an included feature of the 20" lawnmower at the advertised price. Council, therefore, found that the advertisement contained an inaccurate representation about a product and omitted relevant information. While the advertiser amended the advertisement to make it clear that the 20" model was not available with an interchangeable battery, the advertiser did not publish a corrective advertisement as required by the Code.

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<b>Infraction:</b>	Clauses 1(a) and (b).
<b>Advertiser's Verbatim Statement:</b>	"Although we are not in agreement with the Council's decision, we are respectful of the process and, upon receiving the consumer's complaint, we did amend the advertisement to alleviate the consumer's concern with the original advertisement by specifying that the 20" Yardworks cordless mower does not come with a removable battery."

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Computer Trends Canada Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Alberta
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	2
<b>Description:</b>	In a newspaper advertisement, a clearance sale consisting of various computer systems was advertised. Asterisks were included in the advertisement directing readers to a small print disclaimer at the bottom of the page stating that all systems were refurbished unless otherwise stated.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because it did not make it clear that many of the advertised products were not new, but rather, refurbished.
<b>Decision:</b>	To Council, the fact that many of the advertised products were refurbished was such an important and fundamental condition to the offer that it should have been prominently disclosed so that it could not have been missed by readers of the advertisement. In this case, Council found that the size of the asterisks was not sufficiently large so as to be noticeable and the qualifying statement that appeared in the very small print disclaimer was not presented in a manner as to be clearly visible and legible.
<b>Infraction:</b>	Clauses 1(d).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Comwave Telecom Inc.
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser promised a \$500 annual saving on residential phone service. The service was also advertised as being "All wrapped up for one full year -- \$149.95".
<b>Complaint:</b>	The complainant alleged that the claims made in the advertisement were misleading, and that important information was not included in the advertisement.
<b>Decision:</b>	The advertiser acknowledged that the advertisement should have, but failed to include the words "up to" immediately before the promise of savings. Council also found that the claim in the advertisement was deceptively all-inclusive and should have stated that a high speed Internet connection was required and that other costs, including taxes, were in addition to the \$149.95 price. On the basis of these findings, Council concluded that the advertisement made a misleading savings claim, omitted relevant information, and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(a), (b), and (c).

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

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<b>Region:</b>	Quebec
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a flyer, a red stainless steel espresso maker was advertised as a special buy for \$269.99.
<b>Complaint:</b>	When the complainant visited the advertiser's St. Bruno location, he discovered that the product had already sold out.
<b>Decision:</b>	The advertiser explained that although it had endeavoured, based on prior sales of the item, to have sufficient quantities in stock, the estimate turned out to be too low. Because the advertisement did not mention the fact that quantities were limited, Council found that this advertisement 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>	Extreme Fitness
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	2 about 2 similar advertisements
<b>Description:</b>	Advertisements for two different fitness clubs advertised by the same advertiser used the same interior photographs of the clubs and their facilities.

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<b>Complaint:</b>	Both complainants alleged that the photographs of the clubs and their facilities could not have been taken at, and bore no resemblance to, the clubs identified in the advertisements.
<b>Decision:</b>	Because the text in both advertisements specifically referred to an identified club, and not to the chain of Extreme Fitness clubs, readers of the flyers were entitled to believe that the photographs accurately depicted the facilities, the equipment and look of the club at the location being advertised. Since that was not the case, Council concluded that the advertisements contained inaccurate representations about a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and 1(b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Flight Centre
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	British Columbia
<b>Media:</b>	Print
<b>Complaint(s):</b>	1
<b>Description:</b>	In a print advertisement, the advertiser claimed "If you happen to find a cheaper available price, we'll beat it".
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading. When shown evidence of a cheaper price for a flight offered by a competitor, the advertiser declined to honour its Price Beat Guarantee.
<b>Decision:</b>	Although one would not know it from the advertisement, the guarantee was subject to several conditions. For example, the guarantee only applied to identical bookings purchased through a Flight Centre retail location in Canada; and the fare had to be of the same supplier, for the exact same product and with the same fare or pricing restriction. Council found, however, that none of these conditions was flagged, mentioned, or otherwise referenced in the print advertisement; nor were readers of the advertisement told where they might read the conditions that qualified the guarantee. In Council's opinion, readers and viewers are entitled to rely on the simple meaning conveyed by representations made in advertisements. This advertisement should have, but did not disclose there

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	were any important limitations to the guarantee and where they could be found. Council found, therefore, that the advertisement was misleading; that it did not fully explain all conditions and limitations; and that it omitted relevant information.
<b>Appeal:</b>	The original decision was confirmed on appeal by an Appeal Panel of Council.
<b>Infraction:</b>	Clauses 1(a), 1(b) and 5.
<b>Advertiser's Verbatim Statement:</b>	“Flight Centre is generally supportive of Advertising Standards Canada and the Canadian Code of Advertising Standards but believes it is imperative that consistency and procedural fairness be the hallmarks of any self-regulation. Flight Centre does not agree with this decision. It was impossible for our company to fully address the substantive merits of the complaint without being provided with all of the information upon which the Complaint was based. Despite request this information wasn't received. Even in the absence of being afforded all of the information to properly respond: 1. The complainant's interpretation of the conditions is not a sensible one having regard to a plain reading and ordinary usage of the English language. 2. The complainant was aware of the conditions having previously taken the benefit of the program. Flight Centre stands behind its customers, products and offerings including the Price Beat Guarantee and our new Perfect Holiday Promise. “
<b>Comment by ASC:</b>	Notwithstanding the advertiser's statement to the contrary, before this complaint was heard by Council, and subsequently reheard by an Appeal Panel, this advertiser was provided both with all the complaint details pertaining the case, and the opportunity to prepare and file the advertiser's response to the complaint.

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Home Outfitters
<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 a flyer the advertiser offered a \$20 money card for each \$50 spent during the month of September.

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<b>Complaint:</b>	The complainant alleged there was nothing in the flyer to indicate that additional money had to be spent in order to redeem the \$20 money card.
<b>Decision:</b>	Although in-store signage disclosed that one \$20 money card could be redeemed with every \$50 spent between October 8th and October 28th, this information was missing from the flyer. Council accepted the advertiser's submission that this important information had been inadvertently, not intentionally, omitted from the flyer. However, because pertinent details were missing Council concluded 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(b) and 1(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Honda 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>	In a television commercial, a Honda CR-V was shown being driven through city streets while encountering various large industrial vehicles, such as a garbage truck, and a transport truck, which, in the commercial, were reduced in size to that of the CR-V. In a voice-over, viewers were invited to “Imagine a world where safety has nothing to do with size”.
<b>Complaint:</b>	The complainant alleged the commercial implied that the CR-V was as safe as the featured industrial vehicles.
<b>Decision:</b>	The general impression communicated by the commercial was that Honda's CR-V was as safe as any other vehicle regardless of the other vehicle's mass or size. Council also found that this impression related to today's environment and conditions, not to some time in the future or to future objectives which the advertiser hoped to achieve. On this basis, Council concluded that the advertisement was misleading.

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	After receiving Council's decision, the advertiser amended the voice-over to alleviate Council's concerns with the original commercial.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	MDG Computers Canada Inc.
<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 flat panel television was featured on the advertiser's website at prices starting from \$549.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading. Although the television screen, speakers and stand all appeared in the advertisement as one complete unit, in reality, the speakers and stand were extra.
<b>Decision:</b>	The advertiser acknowledged that the advertisement should have stated that the speakers and stand were extra. Based on the acknowledged facts, Council found that advertisement was misleading and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	MDG Computers Canada Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	3
<b>Description:</b>	The advertiser offered a free videogame system with the purchase of a "+ model" notebook or desktop computer.
<b>Complaint:</b>	Complainants alleged that it was not clear from the advertising how a buyer could qualify for the free videogame system, or that the free video game systems were refurbished, rather than new.
<b>Decision:</b>	The advertiser claimed the offer was available only in connection with 2008 "+models". However, Council could not determine from the advertising which products qualified as "+model" purchases. Furthermore, the fact that the free video game systems were refurbished, rather than new was important information that should have been disclosed in the advertisement. Council concluded that the advertisement 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) and 1(b).

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

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<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser offered consumers various "free" items, such as a digital camera, printer, and MP3 player with the purchase of a Horizon L computer.
<b>Complaint:</b>	None of the advertised "free" items were available with the model of computer the consumer wished to purchase.
<b>Decision:</b>	Council found that the advertisement omitted relevant information by failing to mention that the free items were only available with certain models.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	MDG Computers Canada Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A free upgrade to a Windows Vista™ was offered with the purchase of a certain model of notebook computer.

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<b>Complaint:</b>	The advertisement was misleading; it failed to mention that the computer did not come equipped with an operating system and that a set-up fee was charged.
<b>Decision:</b>	The advertiser acknowledged that the advertisement omitted to mention the fact that an operating system and set-up charge were not included with the computer. Because this was important information that should have been included in the advertisement, Council concluded that the advertisement omitted relevant information and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(a), (b), and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Sears
<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 heritage style home audio system on a wooden stand was advertised in a flyer at a special price.
<b>Complaint:</b>	The complainant tried to purchase the system with the stand, but was told by the advertiser's sales representative that the stand was not included in the advertised price.
<b>Decision:</b>	In the advertisement, the stand appeared to be an integral part of this unique audio system. Council, therefore, found that advertisement was inaccurate and omitted relevant information, i.e., that the stand was not included in the price of the system.
<b>Infraction:</b>	Clauses 1(a) and (b).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Shoppers Drug Mart
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertisement promised "20 x Bonus Points" with the purchase of a specified product priced at \$17.99.
<b>Complaint:</b>	The complainant alleged the advertisement was inaccurate because he was not given the full number of points he believed he was entitled to receive according to the advertiser's offer.
<b>Decision:</b>	To Council, the term "Bonus Points" means points over-and-above (i.e. in addition to) the regular points available upon the purchase of the promoted product. The regular points on the purchase of the \$17.99 product amounted to 180 points. The "Bonus Points" (i.e. extra points) the advertiser promised to award in addition to the regular points should have been 3,600 points (i.e. 180 times 20) for a total of 3,780 points. Council concluded that since the complainant did not receive all of these points the advertisement was inaccurate, and did not clearly and understandably state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1(a) and (c).

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

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<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	In successive editions of the advertiser's catalogue, a power supply was listed at several different prices.
<b>Complaint:</b>	According to the complainant, the product was not available in Canada at any of the prices advertised in the catalogue.
<b>Decision:</b>	The fact that the product was not available in Canada at any of the advertised prices should have been, but was not, included in the advertisement. Council, therefore, found that the advertisement contained a misleading claim and omitted relevant information. Council also considered the disclaimer language used in the advertisement. It stated that the advertiser was not responsible for any typographical, technical, or descriptive errors in the catalogue regarding the advertised products. For the purpose of the Code, advertisers may not rely on a disclaimer that says, in effect, the advertiser is not responsible for the content of the advertising it publicizes.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Clause 5: Guarantees</b>	
<b>Advertiser:</b>	XCopper Legal Services Inc.
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1

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<b>Description:</b>	On its website and in advertisements in several other media, the advertiser claimed “We win or it’s free”.
<b>Complaint:</b>	The complainant alleged that the claim was misleading. Based on his experience with the advertiser, the claim was subject to limitations and conditions that were important but unstated.
<b>Decision:</b>	Council found the advertisement was misleading because it did not state that the very broad and unqualified guarantee was significantly limited by conditions.
<b>Infraction:</b>	Clauses 1(a) and 5(Guarantees).

<b>Clause 3: Price Claims</b>	
<b>Advertiser:</b>	The Learning Annex
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a Canadian newspaper advertisement the advertiser promoted a “Real Estate and Wealth Expo” and quoted the price for the event as \$99.00.
<b>Complaint:</b>	The complainant alleged that the quoted price was misleading because the advertisement did not state that the price was in US dollars.
<b>Decision:</b>	Council found that by not stating the fact that the price was in US funds, the advertisement contravened the Code, which requires that prices be quoted in Canadian funds unless otherwise identified in the advertisement.
<b>Infraction:</b>	Clause 3(c).

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<b>Advertiser's Verbatim Statement:</b>	“The Learning Annex was very concerned that there was a problem with our advertising, and we quickly corrected the ad. At the beginning of its print advertising campaign for the March 24, 2007 Real Estate & Wealth Expo, our advertising should have specified U.S. dollars. We corrected the error around February 26, 2007. For ticket orders placed after approximately February 26, 2007, the charges were in Canadian dollars. Any customers who told us they misunderstood were refunded the difference between the Canadian and U.S. currencies.”
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<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Bank of Montreal
<b>Industry:</b>	Financial services
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	2
<b>Description:</b>	In a television commercial, two soccer players were shown heading a soccer ball back and forth between them while engaging in various day-to-day activities, including driving a car.
<b>Complaint:</b>	The complainant alleged that the driving scene in the commercial encouraged unsafe or dangerous behaviour.
<b>Decision:</b>	To Council the commercial, which was broadcast during the FIFA U20 World Cup soccer tournament, would appeal to teenage boys and young men, many of whom would be novice drivers, strongly motivated to behave like professional athletes and try to replicate their behaviour. To Council, the driving scene appeared realistic and fun. If attempted in real life, it could result in serious harm. Council concluded, therefore, that the commercial displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts.
<b>Infraction:</b>	Clause 10.
<b>Advertiser's Verbatim Statement:</b>	“BMO Bank of Montreal is proud to support soccer in Canada, and Toronto FC, Canada’s first team in Major League Soccer. Our commercial “Headers” was created to demonstrate the passion for the sport of soccer and the players’ desire never to give up heading the ball. Most of the situations were obviously exaggerated to create humour in the advertisement. Although we are not in agreement

## Ad Standards

	with the Council’s decision, we are respectful of the process. As a result we have responded to ASC concerns by removing the scene at issue from the commercial.”
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<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Mitsubishi Motor Sales of Canada
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	2
<b>Description:</b>	Various racing scenes were featured in a television commercial for the Mitsubishi Lancer. The Dakar Rally appeared in several scenes. In another racing scene involving the Lancer, a woman was pictured standing in the middle of a road and dropping her arms as if to start a race. At the end of the commercial, a super appeared with the words “Certified Street Legal. We Think”.
<b>Complaint:</b>	The complainants alleged that the commercial promoted street racing and unsafe driving.
<b>Decision:</b>	In its response to Council, the advertiser contended that the depicted races were professional on-track competitions, not street races. The advertiser submitted that the super at the end of the commercial did not refer to street racing or dangerous behaviour, but rather to the fact that the Lancer has Mitsubishi’s rally heritage and performance DNA. To Council, however, the overall impression conveyed by the commercial was that it attractively depicted street racing. Contributing to this impression was the scene in which the woman was shown dropping her hands to start a race that did not appear to Council to be a professional race. Other elements contributing to the same conclusion by Council were the interior car shot of the car’s driver wearing high-top sneakers rather than professional driving gear; the song lyrics (readily identifiable by a younger audience) heard at the end of the commercial; and the very large super – “Certified Street Legal. We Think”. Council found that the combination of these elements could appeal to impressionable young drivers who might be tempted to emulate the extreme driving portrayed in this commercial. After lengthy and careful deliberation, Council concluded that the commercial displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts.
<b>Appeal:</b>	The original decision was confirmed on appeal by an Appeal Panel of Council.

## Ad Standards

<b>Infraction:</b>	Clause 10.
<b>Advertiser's Verbatim Statement:</b>	“MMSCAN does not condone street racing or any other illegal or unsafe driving practice or act. Our Lancer TV commercial was intended to introduce our new product to target Canadians by showcasing our world-renowned rally and performance heritage. While the ASC’s decision is not in line with our real intention, we respect the integrity of ASC’s self-regulation process and support adherence to ASC’s Canadian Code of Advertising Standards. We presently have no plans to air the commercial again. If these plans change, we will amend the commercial to address the concerns identified by the ASC.”

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Volkswagen Canada Inc.
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Quebec
<b>Media:</b>	Magazines
<b>Complaint(s):</b>	2
<b>Description:</b>	In a print advertisement, a woman was shown hugging a tree with a terrified look on her face after having quickly exited the vehicle in which she had been a passenger. The tagline read, “That’s what we call equipped for the autobahn”.
<b>Complaint:</b>	That the advertisement promoted driving at excessive speeds.
<b>Decision:</b>	Council agreed with the complainants, finding that overall impression conveyed by the advertisement was that there were no limits on how fast the vehicle could or should be driven. Council, therefore, concluded that the advertisement displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts.
<b>Infraction:</b>	Clause 10.

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<b>Clause 10: Safety</b> <b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Dairy Queen
<b>Industry:</b>	Food
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	30
<b>Description:</b>	In a TV commercial, a child was shown hanging by his clothes on a coat hook on the back of a door, struggling to get down, as his older brother looked on while eating a DQ Blizzard. This scene was followed by another in which the older brother was also shown hanging from the bedroom wall while the boys' father was seen eating a DQ Blizzard and taunting both children.
<b>Complaint:</b>	That the commercial depicted an unsafe act, and also condoned bullying behaviour.
<b>Decision:</b>	Council concluded that the commercial displayed a disregard for safety by depicting a situation that could reasonably be interpreted as encouraging a dangerous act – one that could be appealing to, and possibly emulated by, children or teenagers. In addition, Council found that the commercial appeared, in a realistic manner, to condone bullying behaviour. In arriving at its decision, Council took into consideration the use of humour in this commercial, but found that it did not negate the impression that the advertisement unacceptably conveyed.
<b>Infraction:</b>	Clause 14(b) and Clause 10.
<b>Advertiser's Verbatim Statement:</b>	"Dairy Queen is all about creating smiles and stories for families and often uses irreverent, off-beat humour in its commercials. The Kit Kat commercial was meant to accentuate this in a humorous way how families interact in a playful manner. Although we are not in agreement with the Council's decision, we are respectful of the process."

## Ad Standards

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	American Apparel
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	2
<b>Description:</b>	An advertisement on the back cover of a free weekly publication showed a young woman wearing leggings but otherwise naked from the waist up. One arm crossed over her chest, only partially covered her breasts. With her other arm she held one of her legs in the air.
<b>Complaint:</b>	The complainants alleged that the advertisement offended and degraded women.
<b>Decision:</b>	Council understood that fashion advertising is often suggestive and sexy. But the degree of nudity displayed in this advertisement that appeared on the back cover of a free publication was, in Council's opinion gratuitous. It contravened the Code by displaying obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.
<b>Appeal:</b>	On an appeal by the advertiser, the Appeal Panel, which was composed of individuals who had not participated in the original decision, confirmed Council's decision that the advertisement contravened Clause 14. The Appeal Panel acknowledged that the same degree of nudity is often seen in fashion advertisements for products like underwear and swim wear, which women typically wear in a state of near-undress. However, it becomes exploitative and disparaging of women when nudity is the very essence of an advertisement for a product like leggings that women typically wear together with some kind of top.
<b>Infraction:</b>	Clause 14(c).

## Ad Standards

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Amp'd Mobile, Inc.
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	15
<b>Description:</b>	The commercial depicted a man standing in a bus ordering passengers to engage in various physical activities. A black man was ordered to fight with an elderly white-haired passenger. Another man was instructed to turn up the volume on his radio; a black woman to “shake her junk”; and the bus driver to hit the brakes. All of the individuals did as they were ordered resulting in near-mayhem. Shown at the end of the commercial were examples of the advertiser's entertainment services that corresponded with the physical activities that were dramatized on the bus.
<b>Complaint:</b>	The complainants alleged that the commercial condoned and promoted violence and intimidation, promoted racial stereotyping, and denigrated women and the elderly.
<b>Decision:</b>	Council found that the commercial appeared in a realistic manner to condone violence and bullying behaviour and demeaned identifiable groups through racial and sexual stereotyping. Council also found that the commercial displayed obvious indifference to conduct that offends the standards of public decency prevailing among a significant segment of the population. In coming to its decision, it was necessary for Council to consider whether the substance of the complaints was mitigated by the elements of humour and/or fantasy in the commercial. Rather than finding that fantasy and humour justified the actions dramatized in this commercial, the majority of Council found the depictions were frighteningly realistic, especially in the context of today's all-too-frequent unprovoked attacks and abuse directed at transit users and drivers in cities across Canada.
<b>Infraction:</b>	Clause 14(b), (c), and (d).

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<b>Clause 14: Unacceptable Depictions and Portrayals</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>	77
<b>Description:</b>	The couple in this commercial were shown “making out” in the advertised vehicle. When they finished their amorous embrace and the woman exited the vehicle, it became apparent from her uniform that she was a police officer going back to her police car.
<b>Complaint:</b>	The complainants included individuals involved in law enforcement. Both they and others who complained alleged that by featuring a female police officer “making out” with a man whom, it appears, she had just pulled over, the commercial was particularly demeaning to women in law enforcement and generally disparaging of all persons identifiable as law enforcement professionals.
<b>Decision:</b>	Council unanimously concluded that this commercial had the effect of demeaning and denigrating both female police officers and others employed in the profession of law enforcement.
<b>Infraction:</b>	Clause 14(c).
<b>Advertiser's Verbatim Statement:</b>	“As a responsible advertiser, Kia Canada Inc. [Kia] is aware of Advertising Standards Canada [ASC] guidelines, of which its media service agencies are members, and strives to adhere to the spirit of which they have been written. While not in agreement with the Council's final decision, Kia respects it and the process by which it was achieved. Kia believes it has responded to the subject of the complaints by making revisions to the commercial in question, and in adherence to the ASC's Advertising Standards Code.”

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Piscines Val-Morin Inc.
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	Quebec
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	5
<b>Description:</b>	In a billboard advertisement for swimming pools, a woman wearing a bikini was photographed lying on her stomach on a deck. The main focus of the photograph was on her buttocks and lower back. The headline of the advertisement read – “All forms ...of pools”.
<b>Complaint:</b>	The complainants alleged that the advertisement objectified women.
<b>Decision:</b>	Council agreed with the complainants, finding that the association of a part of a woman’s body with an object (a pool) in this advertisement objectified and demeaned women.
<b>Infraction:</b>	Clause 14 (c).
<b>Advertiser's Verbatim Statement:</b>	“In this campaign, we wanted to emphasize our large selection of pools and the superior quality of our spas. Through the use of billboards, we depict the body of a man showing off his abdominal muscles and the body of a woman in a bathing suit, lying on her stomach. These images are modest and relevant since we are marketing the pleasures of water in spas and pools. With the male ad, we say that “it is hard to find better spas else where”, making an obvious reference to the hardness of his abdominal muscles. In the case of the female ad, with the “of all shapes” headline, the hint to the woman’s shape is also obvious. In both cases, the bodies are beautiful and make people want to look like them.”

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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	RONA Inc.
<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 showed a female customer apparently suffering from “homestressitis”. While attempting to diagnose the woman’s ailment a female salesperson asked whether the woman’s husband helped much in the home. When the woman shook her head in disagreement, the associate commented “They’re all like that aren’t they?”
<b>Complaint:</b>	The complainant alleged that the salesperson’s comment in this commercial was derogatory to, and also denigrated men, in particular, married men.
<b>Decision:</b>	Council recognized that the commercial demonstrated a slightly unreal and cartoon-like touch. However, the response to the female customer delivered in the most realistic manner by the female salesperson appeared to Council to be a disparaging comment to the effect that, in general, all husbands are lazy. Council concluded that by this statement and delivery, the commercial disparaged an identifiable group, i.e. men/married men.
<b>Infraction:</b>	Clause 14(c).
<b>Advertiser's Verbatim Statement:</b>	"RONA was sorry to hear that its 'Relaxing Home Renovations' commercial offended someone. This was never RONA's intention and the company wishes to extend its apologies. The ad concept, one of four similar short segments to air on HGTV in the Spring, was meant to be a humorous way to engage customers to undertake do-it-yourself home improvement projects. RONA is amending the commercial to ensure its compliance with ASC regulations for any future broadcasts."

# Ad Standards

## Non-Identified Cases - January 1, 2007 - December 31, 2007

### Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Entertainment Facility
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	Ontario
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its website in October 2007, the advertiser offered a complimentary jacket with the purchase of tickets within a specified time period. According to the advertising, the jacket would be "available for pick up soon."
<b>Complaint:</b>	After checking the website over a two month period, the complainant was told by the advertiser that the jacket would not now be available until the spring of 2008. The complainant alleged the advertising was misleading.
<b>Decision:</b>	The advertiser claimed that delivery of the jacket by the supplier had been unexpectedly delayed until April 2008. Based on the acknowledged facts, Council upheld the complaint, finding that the advertisement contained inaccurate information and omitted relevant information.
<b>Infraction:</b>	Clause 1(a) and (b).

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

## Ad Standards

<b>Industry:</b>	Financial services
<b>Region:</b>	National
<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	A credit card was promoted in a direct mail advertisement in which no mention was made that an annual fee would be charged. The annual fee requirement was only disclosed on the advertiser's website.
<b>Complaint:</b>	That the advertising was misleading.
<b>Decision:</b>	The advertiser acknowledged the advertisement should have stated, but did not, that an annual fee was associated with the product. Based on the facts, Council concluded that the advertisement omitted relevant information, and did not state all pertinent details of an offer in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(b) 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

## Ad Standards

<b>Description:</b>	Shoes were described on the advertiser's website as being "black patent leather."
<b>Complaint:</b>	The complainant alleged that the advertising was misleading because the shoes were actually made of man-made materials.
<b>Decision:</b>	The advertiser acknowledged that, inadvertently, incorrect information was included in the advertisement. Based on the facts, Council concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

<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>	In a coupon, the advertiser offered a free product with the purchase of another item at its retail outlets.
<b>Complaint:</b>	The offer was not honoured at the outlet visited by the complainant.
<b>Decision:</b>	Council concluded that the advertisement was misleading and failed to provide relevant information that the free offer was exclusive and could not be used together with other offers.
<b>Infraction:</b>	Clauses 1(a) and (b).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Print
<b>Complaint(s):</b>	1
<b>Description:</b>	Four free product samples were offered by the advertiser as part of a promotion.
<b>Complaint:</b>	The complainant alleged that the advertising did not state that a minimum \$30 order was required to obtain the “free” samples.
<b>Decision:</b>	From the wording of the advertisement, it was not clear that consumers had to spend anything in order to receive the samples. Council, therefore, concluded that the advertisement omitted relevant information and did not state all pertinent details of an offer in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1(b) and 1(c).

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

## Ad Standards

<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement for a product on the advertiser's website quoted a charge for shipping and handling as \$5.99.
<b>Complaint:</b>	When the complainant attempted to enter his postal code to order the product, he found that the charge for shipping had jumped to \$23.30.
<b>Decision:</b>	Council found that the advertisement made an inaccurate claim about the shipping charges, omitted relevant information, and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(a), (b), and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A super in the final frame of a television commercial for a service contained detailed disclaimer language regarding a contest.
<b>Complaint:</b>	The disclaimer was totally illegible.

## Ad Standards

<b>Decision:</b>	Council agreed that the commercial did not clearly and understandably state all pertinent details of an offer, and that the disclaimer was not presented in a manner as to be clearly visible.
<b>Infraction:</b>	Clauses 1(c) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial, the advertiser claimed that no fee was payable in connection with the advertised services.
<b>Complaint:</b>	The complainant was charged a fee for one of the advertiser's services.
<b>Decision:</b>	The impression conveyed by the commercial was that the advertiser's no-fee feature applied to all of the advertiser's services detailed on the advertiser's website to which viewers were directed. When it became apparent that the no-fee feature did not apply to all services provided by the advertiser, Council concluded that the advertisement contained an inaccurate statement about a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Service Provider
<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>	The advertiser claimed that certain entertainment content could be downloaded from its website.
<b>Complaint:</b>	The entertainment content was not available to Canadian customers.
<b>Decision:</b>	The advertiser acknowledged that due to an inadvertent programming error, the material was not available to Canadians. Council, therefore, upheld the complaint, finding that the advertisement omitted relevant information.
<b>Infraction:</b>	Clause 1(b).

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

## Ad Standards

<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser offered a \$20 savings on the price of a service.
<b>Complaint:</b>	The claim was inaccurate.
<b>Decision:</b>	The advertiser acknowledged that the advertised price had already been discounted by \$20 and that this fact was not disclosed in the advertisement. Based on the undisputed facts, Council found that the advertisement made a misleading claim, omitted relevant information, and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(a), (b), and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	Manitoba
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A phone plan was advertised at a specified package price.
<b>Complaint:</b>	The advertisement did not mention that the package was not available in certain areas.
<b>Decision:</b>	The fact that the offer did not apply in certain urban areas was important information that should have been specifically disclosed in the advertisement. The disclaimer "available in selected areas only" in the

## Ad Standards

	advertisement did not convey the extent of the coverage limitations of the advertised plan. Council, therefore, found the advertisement was misleading and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Services Provider
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	Telecommunication services were advertised on the Internet. The advertisement failed to mention that a particular advertised feature of the service was not available in all areas.
<b>Complaint:</b>	The complainant alleged that the advertising was misleading.
<b>Decision:</b>	Council agreed with the complainant that it wasn't made clear in the advertisement that an important feature was available in some, but not all, service areas. Council concluded that the advertisement omitted relevant information.
<b>Infraction:</b>	Clause 1(b).

## Ad Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Transportation Company
<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>	The advertiser offered 50% off the cost of its travel within Canada.
<b>Complaint:</b>	The complainant alleged that the advertising misrepresented the price reduction.
<b>Decision:</b>	In its response to Council, the advertiser stated that the reduction was from its "regular" prices. Council found that this fact was not clearly communicated by the advertising. Nor was it obvious to Council what the so-called "regular" fares were, or where consumers could find them quoted. Council concluded, therefore, that the advertisement omitted relevant information, and did not clearly and understandably provide all details of an offer.
<b>Infraction:</b>	Clauses 1(b) and (c).

<b>Clause 2: Disguised Advertising Techniques</b>	
<b>Advertiser:</b>	Media Company
<b>Industry:</b>	Telecommunications - Other
<b>Region:</b>	British Columbia

## Ad Standards

<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	Advertising material, not identified as such, appeared immediately below an article that discussed the very same kind of services that were offered in the advertising material.
<b>Complaint:</b>	The complainant alleged that the "article" was not editorial content; it was unattributed advertising for the same kind of services promoted in other advertisements.
<b>Decision:</b>	The fact that the services described in the "editorial" appeared to be the same as those found in paid advertisements by the same service provider, conveyed the impression to Council that the so-called "editorial" was not editorial content. Council concluded that it was advertising and should have been prominently identified in the article as "advertising". Because it was not, Council upheld the complaint, finding that the article was, in fact, disguised advertising.
<b>Infraction:</b>	Clause 2.

<b>Clause 3: Price Claims</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>	In a television commercial, a product was offered at a special price that the advertiser claimed was a "regular \$60 value".

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<b>Complaint:</b>	The complainant alleged that the reference to a regular value was misleading because the product had never previously been sold at that price.
<b>Decision:</b>	When it was confirmed that the advertised product had never previously been sold at the \$60 price by the advertiser or any other retailer, Council concluded that the “regular value” references in the commercial were misleading.
<b>Infraction:</b>	Clause 3(a).

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Automobile Manufacturer
<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>	In a commercial that highlighted special features of a vehicle, the advertised model was shown being driven at night, through wet city streets at what appeared to be excessive speeds.
<b>Complaint:</b>	The complainant alleged that the depicted situation encouraged unsafe or dangerous driving.
<b>Decision:</b>	The overall impression conveyed by this commercial was that the advertised vehicle was capable of being driven fast and aggressively in an urban setting under poor driving conditions. Based on this impression, Council concluded that the commercial displayed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe practices or acts.
<b>Infraction:</b>	Clause 10.

## Ad Standards

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Manufacturer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Quebec
<b>Media:</b>	Magazines
<b>Complaint(s):</b>	4
<b>Description:</b>	In a print advertisement, a man was shown smiling at his family who were in obvious physical discomfort after having driven in the advertised vehicle.
<b>Complaint:</b>	That the advertisement promoted driving at excessive speeds.
<b>Decision:</b>	Council found that the advertisement displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts.
<b>Infraction:</b>	Clause 10.

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec

## Ad Standards

<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for a recreational product, two boys were shown playing in a lake, neither of whom was wearing a lifejacket.
<b>Complaint:</b>	That the commercial condoned unsafe and dangerous behaviour.
<b>Decision:</b>	The fact that the boys were shown without lifejackets, and not under any adult supervision conveyed the impression to Council that the commercial displayed an indifference to water safety. Council, therefore, found that the commercial displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts.
<b>Infraction:</b>	Clause 10.

<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>	A commercial depicted a gun-bearing man holding up a clerk in a retail store.
<b>Complaint:</b>	The commercial condoned gun violence.

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<b>Decision:</b>	Council agreed and concluded that the hold-up as depicted in the commercial appeared, in a realistic manner, to condone violence.
<b>Infraction:</b>	Clauses 14(b).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a commercial, an enraged woman was depicted berating and behaving in a physically aggressive manner towards her spouse.
<b>Complaint:</b>	The complainant alleged that the commercial depicted domestic violence.
<b>Decision:</b>	Council found that the depiction in the commercial of the woman's behaviour appeared in a realistic manner to condone physical and psychological abuse, as well as to demean and denigrate men.
<b>Infraction:</b>	Clauses 14(b) and (c).

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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Sports/Entertainment Organization
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	British Columbia
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	2
<b>Description:</b>	In a television commercial, a man was shown in an enclosed environment violently pushing and knocking over another man who was blocking his way.
<b>Complaint:</b>	The complainants alleged that the commercial condoned violent behaviour.
<b>Decision:</b>	To Council, the depiction of physical aggression in this commercial did not appear fantastical or exaggerated to the extent that it was not to be believed, but rather, was an all too realistic depiction of a violent act. Council agreed with the complainant that the commercial appeared to condone violence.
<b>Infraction:</b>	Clause 14(b).