

## Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2008. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2008 - December 31, 2008

### Canadian Code of Advertising Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	AIG Life of Canada
<b>Industry:</b>	Financial services
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial for an insurance product, the advertiser claimed that when a loved one dies the funeral costs and other related expenses will have to be paid by family members out of their own pockets.
<b>Complaint:</b>	That the advertisement was inaccurate and misleading because family members have no legal obligation to pay the debts of a deceased person.
<b>Decision:</b>	Council found that the commercial conveyed the general impression that family members were legally responsible to pay debts of a deceased person. Because there was no factual basis for this assertion, Council concluded that the commercial conveyed an inaccurate claim which, subsequent to Council's decision, was corrected by the advertiser.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Bell Canada

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<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 for HD PVRs with expandable recording capacity, a character actor stated that “there was enough room on [the advertised PVR] to record every Western ever made.” Both in the video and the audio portions of the commercial the word “forever” was shown/stated.
<b>Complaint:</b>	The complainant alleged that the PVR shown in the advertisement was limited to a recording capacity of 200 hours and, therefore, could not possibly “record every Western ever made.”
<b>Decision:</b>	Although asked, the advertiser provided no response to Council regarding the merits of the complaint. While Council understood that additional recording capacity was available, in Council’s opinion, the overall general impression conveyed by the commercial was that the featured PVR model had an unlimited capacity to record and store forever “every Western ever made.” Given that the recording capacity of the advertised product was limited to 200 hours, Council concluded that the commercial contained an inaccurate claim about the advertised product. After being advised of Council’s decision, the advertiser informed ASC that the commercial was no longer running.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Bell Canada
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads

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<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement on the advertiser's website, the price of a television subscription to NHL Centre Ice was advertised at \$49.75 per instalment.
<b>Complaint:</b>	When the complainant called to subscribe on October 16, 2008, she was told by the advertiser that the \$49.75 price had been an "early-bird" special that ended the previous day, and that the current price was \$54.75 per instalment.
<b>Decision:</b>	Although asked, the advertiser provided no response to Council regarding the merits of the complaint. Given this, ASC staff verified that the advertisement quoting the \$49.75 price was still appearing on the advertiser's website after the complainant contacted the advertiser and filed her complaint with ASC. Upon reviewing the advertisement, Council could find nothing to indicate that the \$49.75 price was for an "early bird" special or for a limited period of time. On the basis of the evidence before it, Council concluded that the advertisement contained an inaccurate statement about the price of the service and omitted relevant information. After being advised of Council's decision, the advertiser informed ASC that the advertisement had changed.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Best Buy Canada
<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 an advertisement on its website, the advertiser offered a Sony MP3 Player at the price of \$99, claiming a savings of \$100.

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<b>Complaint:</b>	The \$100 savings claim appeared to be incorrect because later in the same advertisement on the web the advertiser claimed the instant savings were \$70.
<b>Decision:</b>	It appears the regular price of the product dropped between the time the advertisement was created and when it was posted on the website. However, the advertisement on the website was not updated to uniformly reflect the change in savings from \$100 to \$70. No correction notice was posted. As a result, the advertisement failed to state all pertinent details in a clear and understandable manner.
<b>Infraction:</b>	Clause 1(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Best Buy Canada Ltd.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	An in-store advertisement promoted free activation and three months free service with the purchase of a Sirius satellite radio during a specified period.
<b>Complaint:</b>	That the advertisement was inaccurate because it failed to mention the offer was only available with the purchase of a 24 month contract for Sirius satellite service.
<b>Decision:</b>	The advertiser acknowledged that the requirement of a 24-month minimum plan purchase was unintentionally omitted from the advertisement. 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).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Canadian Tire Corporation, Limited
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	Identified brands of hockey equipment were offered in an advertisement at forty per cent off the regular price.
<b>Complaint:</b>	The advertisement contained the logo of a brand of equipment that was not included in the sale.
<b>Decision:</b>	Council concluded that the advertisement mistakenly, albeit unintentionally, featured an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<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

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<b>Complaint(s):</b>	1
<b>Description:</b>	A swimming pool was advertised as including a ladder, pool cover, and maintenance kit.
<b>Complaint:</b>	The additional items were not included with the pool.
<b>Decision:</b>	The advertiser acknowledged that because of a printing error the ladder, pool cover and maintenance kit were mistakenly included in the advertisement. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Dell Canada
<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 remote control device was offered at a special price.
<b>Complaint:</b>	That the advertised product was not available.
<b>Decision:</b>	After the advertisement appeared, the supplier unexpectedly discontinued supplying the product to the advertiser. Council learned that the advertiser was able to disable the online ordering function for the product but did not remove all other references to the product on its website. Council also found that the advertising disclaimer (that product availability may be limited) was not located in close proximity to the advertised offer on the website. Council, therefore, concluded that the advertisement contained an inaccurate claim and that the disclaimer was not clearly visible.

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<b>Infraction:</b>	Clauses 1(a) and (d).
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Dell Canada
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	2
<b>Description:</b>	In a holiday season newspaper insert, a GPS navigational device was advertised at a special price.
<b>Complaint:</b>	One complainant alleged that the advertised product was not available for purchase. The other complainant submitted that the disclaimer text was too small to be read.
<b>Decision:</b>	Due to unexpectedly high demand, the advertised product quickly sold out and the advertiser was unable to obtain additional stock from its supplier. While there was disclaimer language in the advertisement stating that availability may be limited, Council found the type used in the disclaimer was too small to be easily legible, concluding that the advertisement contained an inaccurate claim and that the disclaimer was not clearly visible.
<b>Infraction:</b>	Clauses 1(a) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Edmonton ProLife

## Ad Standards

<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	Alberta
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	2
<b>Description:</b>	In a billboard advertisement, the advertiser stated: "9 months. That is the amount of time the government says it is legal to have an abortion. Abortion. Have we gone too far?"
<b>Complaint:</b>	The advertisement was misleading because there is no law in Canada that states when it is or is not legal to have an abortion. As well, the ad incorrectly implied that abortions at nine months are common place.
<b>Decision:</b>	Council concluded that, contrary to the Code, the advertisement contained misleading representations and omitted relevant information, as follows: First, the Canadian Government has not, through legislation or otherwise, declared that abortions were either legal or illegal. Second, the overriding impression conveyed by the advertisement to Council was that abortions may be had simply upon request, for any reason, at any time, even in the last month of pregnancy. It concerned Council that readers of the advertisement could mistakenly be led to believe that medical practitioners were not professionally constrained as to when, or if, they may agree to perform abortions in Canadian hospitals. Whether or not it is legal to have an abortion in Canada at any time up to the full term of pregnancy, there are significant limitations that affect both "if" and "when" an abortion may be performed.
<b>Appeal:</b>	The original decision of Council was affirmed and upheld at a subsequent Appeal Hearing convened at the advertiser's request.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Extreme Fitness
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure

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<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement for the Dunfield Club included photographs of various Dunfield Club facilities, including a pool. The words "Dunfield Club" were more prominently featured in the advertisement than the name of the club's owner, Extreme Fitness. A small print disclaimer in the advertisement stated that "amenities and programs vary by location."
<b>Complaint:</b>	The advertisement was misleading because it included photographs of features not found at the Dunfield Club.
<b>Decision:</b>	In Council's opinion, consumers would be led to believe that the photographs in the advertisement depicted facilities at the Dunfield Club. As well, readers would believe that the term "amenities", found in the disclaimer language, referred to non-fundamental features, unlike the pool shown in the advertisement. The pool is an important feature that consumers, relying on the advertisement, would expect to find at the Dunfield Club. In fact, the club does not have a pool. Council found that the disclaimer failed to inform consumers that some of the photographs in the advertisement showed important features that were unavailable at the Dunfield Club. Council, therefore, concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Fairway Market
<b>Industry:</b>	Food
<b>Region:</b>	British Columbia
<b>Media:</b>	Newspapers

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	At the bottom of an advertisement for a number of grocery products the words “all locations” appeared, followed by the addresses of individual stores.
<b>Complaint:</b>	Many of the advertised products were not stocked by the advertiser's store visited by the complainant.
<b>Decision:</b>	The advertiser explained that some smaller locations don't have the space to carry all the items carried at the larger locations. Based on the facts acknowledged by the advertiser, Council concluded that the advertisement contained inaccurate claims. The advertiser promised that future advertisements would include the following disclaimer: “Some advertised items may not be available at some locations.”
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Fairweather
<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 sign in a store window at the advertiser's Yonge and Eglinton location claimed that all inventory in the store was on sale at 80% off.
<b>Complaint:</b>	According to the complainant, only selected items were on sale, and none were 80% off the regular price
<b>Decision:</b>	The advertiser did not reply to Council's request for a response to the merits of the complaint. Based on the available information, Council concluded that the "80% off" in-store advertisement was misleading since only selected items were on sale and none was at 80% off.

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<b>Infraction:</b>	Clause 1(a).
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Future Shop
<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 voice-over in a TV commercial stated that a popular videogame if ordered online was “guaranteed to be here for pick-up.”
<b>Complaint:</b>	That the claim was misleading. After placing an online order for the game for store pick-up, the local store refused to supply the complainant.
<b>Decision:</b>	The commercial conveyed the overall impression that to purchase a product online, for personal pick-up from a Future Shop store, the customer only needed to place an online order. In fact, Future Shop outlets have the discretion to not accept an order. Nowhere in the commercial was it disclosed that products ordered online at Future Shop are assured of pick-up only if the identified retail store notifies the customer by email that the store has accepted the order. 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).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Groupe Dumoulin Electronique 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 bluetooth headset was advertised at a special price of \$5.
<b>Complaint:</b>	The advertised product was not available.
<b>Decision:</b>	Based on the acknowledged facts that the identifiable product in the advertisement was incorrect, Council concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	L'Occitane en Provence
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	A news alert emailed to customers claimed “Free Shipping on All Orders.”
<b>Complaint:</b>	When the complainant visited the advertiser’s website after receiving the email alert, she found that shipping was free only on orders over \$80.
<b>Decision:</b>	The advertiser acknowledged the mistake and claimed that it was fixed on the website soon after the alert was sent. Based on the acknowledged facts, Council concluded that the claim omitted relevant information that a minimum purchase was required in order to obtain free shipping
<b>Infraction:</b>	Clause 1(b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Le Réseau des sports (RDS)
<b>Industry:</b>	Telecommunications - Other
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser promoted a subscription to an online service – Zone de Match de RDS. In the commercial a man was shown on what appeared to be a beach in a tropical location watching a Montreal Canadiens hockey game on his laptop computer. The voice-over stated “Wherever you are”.
<b>Complaint:</b>	The complainant alleged that the advertising was misleading.
<b>Decision:</b>	To Council, the juxtaposition of the image of the man watching a hockey game on a beach and the claim “Wherever you are” conveyed the impression that with a subscription it was possible to watch Montreal Canadiens games anywhere, including in winter beach locations. In fact, the games were not available in any North or South American beach location. Council, therefore, concluded that the commercial

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	contained an inaccurate claim about a service. The commercial has been amended in accordance with Council's decision.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Loblaw Companies Limited
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A Wii bundle was advertised at a special price in a flyer.
<b>Complaint:</b>	When the complainant visited his local Superstore he found that the advertised product was unavailable.
<b>Decision:</b>	The advertiser acknowledged that, due to an ordering problem, the complainant shopped at a store that failed to receive the advertised product during the promotion period. Based on the 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>	MDG Computers Canada Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement featuring two Horizon computers, the advertiser offered free upgrades and free Internet service for several months. In small print, a disclaimer stated "Where advertised, after M.I.R."
<b>Complaint:</b>	The advertisement did not clarify that the "free upgrades" resulted from mail-in rebates that required an up-front payment, with reimbursement to follow at a later date. The complainant also alleged it was misleading to claim that Internet was free for two to three months when a network card was not supplied with the computer.
<b>Decision:</b>	The disclaimer left consumers uninformed of the details of the advertised offer. Readers of the advertisement would not necessarily understand that the advertiser intended "M.I.R" to mean "mail-in rebate." Furthermore, the lack of a network card was considered to be relevant and necessary information that wasn't included 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(b) and 1(c).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	MIO Technologies

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<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 car navigation system was advertised on a Canadian website and listed "TMC Support with Optional cradle" as an available feature. The advertisement stated the feature was, "Compatible with external Traffic Message Channel (TMC) receivers to display real time traffic incidents."
<b>Complaint:</b>	The complainant alleged that the advertised feature was unavailable to Canadians.
<b>Decision:</b>	According to the complainant, he was informed by the advertiser in September, 2007, and again in December, 2007, that although the advertised feature was not yet available in Canada, it was expected "sometime shortly". Council, therefore, concluded that because the feature was not made available for purchase by Canadians as advertised, the advertisement was inaccurate.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Night Hawk Security Academy
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1

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<b>Description:</b>	In a small space newspaper advertisement, the advertiser stated “65 security officers wanted...Up to \$17.70/hour...” The advertisement also claimed that training was provided.
<b>Complaint:</b>	The complainant alleged that the advertiser provided training at a cost to the trainee; not actual jobs.
<b>Decision:</b>	The advertisement conveyed the overall impression that Nighthawk Security offered to hire security officers directly and to provide training free of charge. As this is not the case, Council concluded that the advertisement contained misleading claims with regard to the services provided by the advertiser.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Real Canadian Superstore
<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>	Digital picture frames were advertised for \$149.99.
<b>Complaint:</b>	The frames were unavailable at the Edmonton store visited by the complainant.
<b>Decision:</b>	Due to an unexpected supply shortage some stores in the Edmonton region didn't receive any of the advertised frames. Furthermore, the Edmonton store failed to follow the advertiser's standard policy of posting an in-store retraction notice to inform customers when advertised products are unavailable. Based on the facts, Council concluded 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>	Sears Canada
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	On an in-store sign the advertiser promoted 30% off Jessica fashions, excluding Sears Value Programs with prices ending in .97 cents.
<b>Complaint:</b>	The complainant alleged that all of the merchandise on the rack ended in .97 cents, and therefore, none was available at 30% off.
<b>Decision:</b>	The advertiser acknowledged that the error was most likely caused by the advertiser's staff. Based on the undisputed facts, Council found that the advertisement contained an inaccurate claim about the price of a product.
<b>Infraction:</b>	Clause 1(a).

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

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<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser offered twin-sized bedding for \$9.99 in its online Wishbook catalogue.
<b>Complaint:</b>	The advertiser declined to honour the advertised price.
<b>Decision:</b>	Council understood that the incorrect price information was unintentionally and mistakenly posted on the advertiser's website. After receiving the complaint, Sears amended the online advertisement by removing the \$9.99 price reference. However, the advertiser did not post a correction notice online to bring both the error and the correction to the attention of consumers, as is required of retail advertisers by the Code. Based on the facts, Council concluded that the advertisement contained an inaccurate price claim.
<b>Infraction:</b>	Clause 1(a).
<b>Advertiser's Verbatim Statement:</b>	"Sears Canada makes every effort to ensure that the content on our sears.ca website is accurate and complete. Once we were informed of the pricing error, we quickly took steps to correct the online advertisement in question. Since the pricing error was, at that point, completely rectified, we did not believe there was any benefit for our customers in posting a correction notice after the fact - there was no longer any error to correct."

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	The Globespan Group Plc
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1

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<b>Description:</b>	Flights from Hamilton to destinations in England, Scotland and Ireland were advertised in the body of an advertisement as one-way from \$117 (premium economy) and one-way from \$298 (business class) “plus taxes and fuel supplement.” In a small print disclaimer at the bottom of the advertisement it was stated “all prices are per person including tax, fuel supplement and are subject to availability.”
<b>Complaint:</b>	A special interest group alleged that this advertisement was misleading because the advertisement did not state the total price of a fare.
<b>Decision:</b>	To Council, an advertisement that quotes a price and also indicates that additional specific charges apply, is not, per se, a misleading advertisement under the Code. However, such an advertisement would be misleading if it did not clearly state that the quoted fare was subject to additional charges, taxes and/or levies, and clearly describe the kinds of charges that would be supplementary to the base fare. In this case, the advertisement disclosed that additional charges would be applied. But the information contained in the body of the advertisement (that prices were exclusive of taxes and fuel supplements) was contradicted by disclaimer language that said prices were inclusive of taxes and fuel supplements. Council, therefore, concluded that the advertisement did not clearly and understandably state all pertinent details of the advertised offer.
<b>Infraction:</b>	Clause 1(c).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	The Mobile Generation
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	Children formed a significant part of the viewing audience for a program in which a contest in the form of a “shell game” was advertised. The commercial showed a woman placing a ball under one of three shells and moving the shells around. Viewers were asked to identify under which shell the ball could be found and send their answer by text message to a number on the screen for a chance to win a prize of \$4000. Both in the audio and video portion of the commercial there were a number of disclaimers. One disclaimer said that “participants must be 16+ and have bill payers’ permission.”

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<b>Complaint:</b>	The complainant alleged the commercial was an attempt to lure children into sending text messages (at a cost to the sender) in hopes of winning money, and that it should not be aired at any time, or during any program, where children form a significant part of the viewing audience.
<b>Decision:</b>	Council found that the disclaimer was very difficult to read and hear. It also contradicted the more prominent impression this commercial conveyed, which was that a contestant of any age could win a money prize by correctly identifying the winning shell. Such was not the case. The offer in the commercial was significantly limited by the disclaimer that limited participation to those who were at least sixteen years of age. However, the commercial was seen by the complainant in a program that appeared during morning viewing hours when children, who would not understand the limitation, were watching. Council, therefore, concluded that the commercial contravened the Code when it ran during programming watched by children.
<b>Infraction:</b>	Clause 1(d).
<b>Advertiser's Verbatim Statement:</b>	"Although, The Mobile Generation stands behind the function and importance of the Canadian Code of Advertising Standards; we would like to express, however, that we do not concur with the Council's ruling nor the original complaint. We believe that nature of the game in the commercial and the cash prize offered were not aimed at a minor audience and the audio and visual disclaimers provided all mandated service information to support this. The audio and video disclaimers adhered to the Canadian code in the same manner as other advertisements, of the same nature, which were running at that time. We also believe that the original complaint was made without perspective of the unique, mature audience of the "Teletoon Retro" television show and the unique retro programming offered by the TV Channel. Had these factors been taken into consideration; it would have been understood that the exposure of the advertisement would have been only to an older demographic and/or minors in the presence of an older demographic; whom by nature, would have undoubtedly undertook the responsibility of understanding the service advertised and advising the minor, prior to participating."

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	The Mobile Generation
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1

## Ad Standards

<b>Description:</b>	A contest to win a Family Guy DVD box set and DVD player was advertised in a television commercial for a mobile subscription service.
<b>Complaint:</b>	The commercial did not disclose that the subscription service charged a fee for each message that was sent.
<b>Decision:</b>	The terms applicable to the advertised service were not clearly disclosed. Council found that the supered disclaimer was of a size and colour that made it very difficult to read. As well, the voice-over audio portion at the end of the commercial was spoken too quickly and softly to be clearly understandable. Council concluded that the commercial did not clearly and understandably state all details of the advertised offer, and that the disclaimer was not presented in a manner that was clearly visible or audible.
<b>Appeal:</b>	Council's decision was confirmed by a new Appeal Panel after considering the advertiser's appeal.
<b>Infraction:</b>	Clauses 1(c) and (d).
<b>Advertiser's Verbatim Statement:</b>	"Although, The Mobile Generation stands behind the function and importance of the Canadian Code of Advertising Standards; we would like to express, however, that we do not concur with the Council's ruling nor the original complaint. We believe that both our audio and visual disclaimers provided all mandated service information, according to not only the Canadian Code but in the same manner as other advertisement, of the same nature, which were running at that time. We also believe that the original complaint was made without perspective of the unique, mature audience of the "Family Guy" television show nor the unique retro programming offered by the TV Channel. Had these factors been taken into consideration; it would have been understood that the exposure of the advertisement would have been only to an older demographic; whom by nature, would have undoubtedly undertook the responsibility of understanding the service advertised, prior to participating."

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Trade Freedom
<b>Industry:</b>	Financial services
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	A financial service was advertised at \$9.95 per trade.
<b>Complaint:</b>	The advertised commission rate did not apply to all trades, and the fact that additional fees may be applicable was presented in an illegible super.
<b>Decision:</b>	Council found that the fact that the commission rate did not apply to all trades was important information that should have been disclosed in the commercial. As well, Council concluded that the disclaimer was not large enough to be clearly visible.
<b>Infraction:</b>	Clauses 1 (b), (c) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Ultramatic Sleep of Canada
<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, the advertiser claimed that Ultramatic beds cost half the price of luxury flat beds.
<b>Complaint:</b>	The complainant alleged that the price comparison was inaccurate.
<b>Decision:</b>	The impression conveyed to Council by the advertised claim was that all Ultramatic beds sold in Canada are half the price of luxury flat beds, regardless of where they are sold in Canada or whether the flat beds are offered at regular or sale prices. To Council, the claim was absolute and unlimited. Council found that

## Ad Standards

	the information submitted to it by the advertiser did not adequately substantiate the claim. Council concluded, therefore, that the advertisement contained an unsupported and inaccurate price claim.
<b>Infraction:</b>	Clauses 1(a) and (e).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	UPS Canada
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On its website the advertiser claimed that its service area was “every address in Canada.”
<b>Complaint:</b>	The complainant alleged that the advertiser does not currently deliver to every address in Canada. The complainant now has to pick up his parcels at a drop centre. Previously, the advertiser was able to deliver parcels directly to the complainant's home address.
<b>Decision:</b>	Council found that the advertised statement (“Service Area: Every Address in Canada”) communicates that, UPS shipments, without exception, are made directly to the recipient’s address, not a drop centre. Because this was not true in all cases, Council concluded that the advertisement conveyed an inaccurate message about the service provided by the advertiser.
<b>Infraction:</b>	Clause 1(a).

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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	XSCargo
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	British Columbia
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a flyer, a "\$150 Accessory Bonus" was advertised with the purchase of a stainless steel barbecue. The disclaimer "Regular Marketplace Value at 03/21/08" appeared at the bottom of the advertisement.
<b>Complaint:</b>	The complainant alleged that the total cost of the six bonus items, if separately purchased from XSCargo, amounted to \$68.76.
<b>Decision:</b>	Since the advertisement conveyed the overall impression that the total cost of the six items, if purchased at XSCargo, would be \$150, Council concluded that the advertisement contained an inaccurate claim regarding the value of the bonus items.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b> <b>Clause 3: Price Claims</b>	
<b>Advertiser:</b>	Bell Canada
<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 displayed on the Internet, the advertiser promoted 50% off the price of an NFL Sunday Ticket television package.
<b>Complaint:</b>	The complainant alleged that Bell would not honour the 50% discount.
<b>Decision:</b>	The advertiser, although asked, provided no response to Council regarding the merits of the complaint. Given this, ASC staff independently verified that the advertisement was still running and that the offer had expired earlier in the year. On the basis of the evidence before it, Council concluded that the advertisement contained an inaccurate price claim because the advertiser no longer honoured the advertised discount. After being advised of Council's decision, the advertiser informed ASC that the advertisement had changed.
<b>Infraction:</b>	Clauses 1(a) and 3(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Clause 3: Price Claims</b>	
<b>Advertiser:</b>	Carl Weill Warehouse
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	British Columbia
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A set of knives was advertised at a sale price of \$55 and a regular price of \$1100. A cutlery set was advertised at a sale price of \$100 and a regular price of \$1450.
<b>Complaint:</b>	The complainant questioned whether the advertised products had ever been sold at the so-called regular prices.

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<b>Decision:</b>	The Code requires that a substantial volume of the advertised product must actually be sold by the advertiser at the "regular price" within a reasonable period of time (such as six months) immediately before or after making the representation in an advertisement. Based on the information submitted by the advertiser, the advertising standard in the Code was not met. Council, therefore, concluded that the claims of significant savings off the "regular price" of the featured articles were unsubstantiated and inaccurate.
<b>Infraction:</b>	Clauses 1(a) and 3(a).

<b>Clause 1: Accuracy and Clarity</b> <b>Clause 6: Comparative Advertising</b>	
<b>Advertiser:</b>	City of Toronto
<b>Industry:</b>	Non-commercial - Ads by government
<b>Region:</b>	Ontario
<b>Media:</b>	Television, Internet
<b>Complaint(s):</b>	1
<b>Description:</b>	In this commercial an interviewer was seen and heard questioning the average person's knowledge about the quality of Toronto tap water compared to bottled water. The commercial ended with the interviewer saying: "You are paying a lot more for something [referring to bottled water] not as good for you [as the water you'd get from the tap in Toronto]."
<b>Complaint:</b>	The complainant alleged that the claim was not true, and also expressed concerns about the safety of Toronto water.
<b>Decision:</b>	The general impression conveyed by the broad and unqualified claim was that, without exception, bottled water is not as healthy or safe as Toronto tap water. While the complainant's concern about the safety of Toronto's water was acceptably refuted in the City's response to Council, the advertiser provided no information to support the inferiority claim made in the commercial about bottled water. By failing to provide data in support of the claim, Council found that the commercial included a misleading and unsupported representation. Council also found that the representation had the effect of disparaging all bottled water.
<b>Infraction:</b>	Clauses 1(a), (e), and 6.

## Ad Standards

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	American Apparel
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	British Columbia
<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	Appearing on the back cover of a free distribution magazine was a panty advertisement that focussed provocatively on the scantily covered buttocks of an otherwise undressed woman lying on her stomach on bed sheets.
<b>Complaint:</b>	That the advertisement was sexually exploitative of women.
<b>Decision:</b>	Council unanimously concluded the focus and presentation in this advertisement, particularly on the back cover of a free distribution magazine, denigrated and disparaged women and offended standards of public decency contrary to Clause 14 (d) of the Code.
<b>Infraction:</b>	Clauses 14(c) and (d).

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

## Ad Standards

<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertisement in question appeared on the back cover of a free distribution magazine. It showed a young woman wearing the advertised tights lying on her back on a bed with her legs spread-eagled widely, and her hands positioned, suggestively, on the inside of her thighs.
<b>Complaint:</b>	That the advertisement was sexually exploitative and objectified the young woman in the advertisement.
<b>Decision:</b>	Council recognized that the advertisement contained no nudity and that fashion advertising is often suggestive and provocative. Nonetheless, Council found it could not avoid concluding that the young woman's pose and the focus of the advertisement was closer to something one might see in an adult men's magazine than it was to a mildly suggestive or inoffensively provocative clothing advertisement. Furthermore, the advertisement in question was not contained within an adult-targeted publication. Rather, it was featured on the back cover of a free distribution magazine. Council concluded that the visual presentation in this advertisement demeaned and degraded women and offended standards of public decency.
<b>Infraction:</b>	Clauses 14(c) and (d).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	American Apparel
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1
<b>Description:</b>	Directly above an American Apparel storefront in a large urban centre, an advertisement for American Apparel showed a young woman, from behind, wearing nothing but tights, the advertised wearing apparel. The model was bent over at the waist with her legs spread open, suggestively. The focus of the advertisement was on her buttocks.

## Ad Standards

<b>Complaint:</b>	That the advertisement was inappropriate for display in the out-of-home forum and was degrading towards women.
<b>Decision:</b>	Council agreed with the complainant, finding that the way in which the model was posed and photographed in clear focus from the rear to emphasize the model's buttocks was demeaning and degrading to women, and offended standards of public decency prevailing among a significant segment of the population.
<b>Infraction:</b>	Clauses 14(c) and (d).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Labatt Brewing Company Limited
<b>Industry:</b>	Alcoholic beverages
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	2
<b>Description:</b>	At a pool party, an irritating guest in an abbreviated bathing suit was making other guests feel uncomfortable. A Bud Light character attempted to persuade the irritating guest to leave the party by telling the man, in German, that a person outside the pool party was selling "schnitzel".
<b>Complaint:</b>	The commercial condoned discrimination and denigrated people of German nationality.
<b>Decision:</b>	Council had no doubt that the advertiser would never intentionally discriminate against or ridicule a person based on his national origin. Council found, however, that the unwanted party guest was made into a caricature of a German-speaking person. Because of his attire, manner, and language he was singled out for derision. Council concluded that the commercial condoned personal discrimination and ridiculed a person from an identifiable group. As directed by Interpretation Guideline #1 to the Code, Council also considered the use of humour in the commercial. Council was unable in this case to find the general impression conveyed by the commercial was altered or subordinated by the use of humour.

## Ad Standards

<b>Infraction:</b>	Clauses 14 (a) and (c).
<b>Advertiser's Verbatim Statement:</b>	Labatt did not intend for this ad to upset or offend anyone. The intent was to provide a humorous take on a social gathering. Labatt takes very seriously its duty to advertise within relevant societal standards and is committed to upholding the provisions of the Canadian Code of Advertising Standards.

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Molson Canada
<b>Industry:</b>	Alcoholic beverages
<b>Region:</b>	Quebec
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	8
<b>Description:</b>	Advertising on the Molson Ex website depicted images of women from the Les déesses 2008 calendar, many of whom were scantily clad and posed in provocative positions.
<b>Complaint:</b>	That the advertisement degraded women.
<b>Decision:</b>	Council recognized that both attractive and appealing women and men are frequently featured in advertising for this product category. Council also understood that the website advertising was not aimed at a mass market, but was intended for consumers who chose to visit the site. However, Council concluded that the images of scantily-clad women, and the manner in which they were posed in the calendar photographs on the website, objectified women and exploited their sexuality. Council, therefore, found that the website advertising demeaned women.
<b>Infraction:</b>	Clause 14(c).

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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Nissan 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>	27
<b>Description:</b>	A television commercial for a “100 days of grace” deferred payment promotion featured a long haired, bearded man dressed in white, bathed in a halo-like light, with a dove ascending from behind him. The long-haired man proclaimed the promotion to be “glorious”.
<b>Complaint:</b>	That the commercial demeaned the Christian religion, the Christian community, and fundamental tenets that underlie its religious beliefs.
<b>Decision:</b>	Council accepted the advertiser's assurances that it did not intend by this commercial to offend or insult the Christian religion. Nonetheless, to Council it was inappropriate to use symbols and icons in this commercial that have been identified by adherents of the Christian religion as being sacred. These included the Christ-like figure around which a halo of ephemeral light radiated, the dove ascending, and the out-of-context and out-of-character application of religiously significant words such as “grace” and “glorious”. Council concluded that these elements, in combination, and in a commercial context, all served to demean fundamental religious beliefs and principles of the Christian community. Council did not find that the elements of humour or fantasy in this commercial justified the way in which sacred aspects of the Christian faith and belief were treated.
<b>Infraction:</b>	Clause 14(c).
<b>Advertiser's Verbatim Statement:</b>	“Nissan Canada did not intend for the 100 Days of Grace advertising campaign to upset or offend anyone. Nissan Canada is committed to upholding the provisions of the Advertising Code and takes great effort to ensure that our advertising is consistent with our obligations to Advertising Standards Canada and the consuming public. Nissan Canada has acknowledged and respects the decision of the Consumer Review Council.”

## Ad Standards

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	Ron Zalco Fitness
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	British Columbia
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for a fitness club a woman was shown wearing what appeared to be a thong, one end of which was in her mouth.
<b>Complaint:</b>	That the advertisement degraded women.
<b>Decision:</b>	It is expected that attractive, physically fit men and women will be pictured in advertisements for fitness clubs. But, how they are shown or featured in such advertising is relevant when assessing the acceptability of the presentation in terms of the Code. Prominently featured in the advertisement were the woman's bare buttocks. To Council, this was not an advertisement that simply pictured a physically fit woman. Council found that the advertisement used a woman's sexuality in a manner that objectified and denigrated women.
<b>Infraction:</b>	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	Trader Corporation
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National

## Ad Standards

<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	6
<b>Description:</b>	In a television commercial, a man and a woman met in a coffee shop for the first time. After exchanging names, the woman asked the man if she could "take a quick peek". The man obliged by lowering his pants so the woman could look at his private parts from various angles. In the audio portion of the commercial the announcer said that "You can do that on Auto Trader - where you can research your car before you buy it."
<b>Complaint:</b>	That the advertisement offended standards of public decency and was demeaning towards men.
<b>Decision:</b>	It was Council's opinion that not only did the commercial display obvious indifference to conduct that offends standards of public decency prevailing among a significant segment of the population, the commercial was also demeaning and denigrating to men and women alike.
<b>Infraction:</b>	Clauses 14(c) and (d).
<b>Advertiser's Verbatim Statement:</b>	"Trader Corporation is not condoning the behaviour in the commercial "Research". We believe it is clear to anyone viewing that the actions in the commercial are exaggerated and, via the copyline "You can do that on AutoTrader.ca", clearly portrayed as behaviour that is not socially acceptable. Rather these actions are used in a humorous and entertaining manner to support the campaign message – It is easier to find your perfect “match” (car) with Auto Trader. Our belief that most people understand the humour is supported not only by positive reviews by the advertising press for its empowering message to female car buyers but also by quantifiable market research that indicates that the commercial performed significantly above industry norms on scores such as 'enjoyable' and 'appropriate and fits my lifestyle'. We have also tried to put it into adult-oriented television programs which match the content of the ads realizing that the commercial is somewhat risqué for Canadian standards. It is also interesting to note that the commercial was recently selected for the U.S.-based show World's Funniest TV Commercials."

## Ad Standards

### Non-Identified Cases - January 1, 2008 - December 31, 2008

#### Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Automobile Dealer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Alberta
<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	Various 2008 and 1998 vehicle models were shown with their respective 2008 and 1998 prices.
<b>Complaint:</b>	The complainant alleged that the price comparison was unrealistic and misleading.
<b>Decision:</b>	The advertiser acknowledged that relevant information may have been omitted from the advertisement that was intended to show that today's market conditions and prices are no less favourable than they were ten years ago. Council concluded that the advertisement should have included additional information to clarify the price comparison as presented in the advertisement.
<b>Infraction:</b>	Clauses 1(b) and 3(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Consumer Product Manufacturer
<b>Industry:</b>	Health & beauty - Other

## Ad Standards

<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A television commercial illustrated the lengthening effects of a mascara product.
<b>Complaint:</b>	That the commercial misled viewers because the depiction could not have been achieved unless false eyelashes or lash inserts were used.
<b>Decision:</b>	The use of false eyelashes/inserts in mascara commercials is important information that must be clearly communicated so that viewers understand the basis for the depiction and claim. Otherwise, viewers may not understand that the depicted results may not be achievable without the use of false eyelashes or inserts. Council found that the small-type super in this commercial (stating that lash inserts had been used) was neither large enough nor on screen long enough to be easily read and understood by viewers. Council, therefore, concluded that the disclaimer was not presented in a manner that was clearly visible.
<b>Infraction:</b>	Clause 1(d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Consumer Product Manufacturer
<b>Industry:</b>	Health & beauty - Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A commercial for a brand of mascara claimed the advertised product would significantly enhance lashes.

## Ad Standards

<b>Complaint:</b>	That the commercial was misleading because the depicted results could not have been achieved without the use of false eyelashes or lash inserts.
<b>Decision:</b>	In its response to Council, the advertiser did not state whether or not the woman featured in the commercial was wearing false eyelashes or lash inserts, leaving Council to draw its own conclusion on that matter. The use of false eyelashes/inserts in mascara commercials is important information that must be clearly communicated so that viewers understand the basis for the depiction and claim. Otherwise, viewers may not understand that the depicted results may not be achievable without the use of false eyelashes or inserts. Based on its assessment of this commercial Council concluded that the woman was wearing false eyelashes or lash inserts, and this was not disclosed. Council, therefore, found that the commercial omitted relevant information.
<b>Infraction:</b>	Clause 1(b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Entertainment Company
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A contest offering cash prizes was the subject of a newspaper advertisement.
<b>Complaint:</b>	The advertisement failed to state that acquiring a club membership was a condition of entry.
<b>Decision:</b>	The advertiser acknowledged that the advertisement failed to include important details regarding the contest. Council concluded that this advertisement omitted relevant information and did not include all pertinent details of the advertised offer.
<b>Infraction:</b>	Clauses 1(b) and (c).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Financial Services Company
<b>Industry:</b>	Financial services
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A financial service was advertised at an attractively low price.
<b>Complaint:</b>	The fact that other fees may be applicable was presented in an illegible super.
<b>Decision:</b>	Council concluded that the video disclaimer was not large enough to be clearly visible.
<b>Infraction:</b>	Clause 1(d).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Home Services Supplier
<b>Industry:</b>	Household goods - Other
<b>Region:</b>	Atlantic Canada
<b>Media:</b>	Newspapers

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	A supplier/installer of a household product advertised an offer to supply and install the product for "\$29.99/month tax in OAC."
<b>Complaint:</b>	The complainant alleged that the advertisement omitted important information about the price of the product, such as the financing term.
<b>Decision:</b>	The advertiser acknowledged that the timeframe for financing was unintentionally omitted from the advertisement. Council concluded that the advertisement omitted relevant information and did not include all pertinent details of the advertised offer.
<b>Infraction:</b>	Clauses 1(b) and (c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Hotel
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A special low room rate was advertised for any overnight stay if booked during a specified period of time. At the bottom of the advertisement there was a disclaimer stating "Subject to availability."
<b>Complaint:</b>	The complainant, who tried to book a room on the first day of the promotion, was told that none were available.
<b>Decision:</b>	Given the limited number of rooms the advertiser set aside for the promotion during the peak travel season, Council found that the disclaimer, "Subject to availability," contradicted the more prominent

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	aspect of the message, namely that consumers could enjoy the special room rate for any overnight stay in 2008.
<b>Infraction:</b>	Clause 1(d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Industry Association
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	In a radio commercial on behalf of an industry association, the advertiser claimed that certain standards would be met if the advertised article was purchased from members of the association.
<b>Complaint:</b>	The complainant alleged that a factually incorrect guarantee was offered in the commercial. He had purchased a product from a member of the association and later discovered that the product did not meet the advertised standard.
<b>Decision:</b>	To Council, the overall impression conveyed by the commercial was that consumers could be assured that members of the association would not sell a sub-standard product. Based on the complainant's experience, this was not the case. Council, therefore, concluded that the commercial contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Motor Vehicle Dealer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Saskatchewan
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	In a commercial for a large clearance sale, the advertiser claimed that some of its cars were available for \$5.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because it failed to explain that the \$5 offer was really part of a contest. If a person bought one vehicle in the usual way during the promotion, that person would be entered in a daily draw to win the opportunity to also purchase a selected used vehicle for \$5.
<b>Decision:</b>	That customers had to first purchase one vehicle and then win a draw in order to be eligible to purchase a second selected vehicle for \$5 was important information that should have been, but wasn't, included in the advertisement. Council concluded, therefore, that the advertisement in question contravened the Code by omitting relevant information and failing to include all pertinent details of the advertised offer.
<b>Infraction:</b>	Clauses 1(b) and (c).

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

## Ad Standards

<b>Region:</b>	Manitoba
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	3
<b>Description:</b>	In a billboard advertisement, the advertiser stated: "9 months. The length of time an abortion is allowed in Canada. Abortion. Have we gone too far?"
<b>Complaint:</b>	That the advertisement was misleading because, in practice, abortions are only performed in the third trimester in the case of very serious health problems.
<b>Decision:</b>	In Council's opinion, the dominant and overriding impression conveyed by the advertisement was that abortions may be had for the asking at any time throughout the nine months of pregnancy. It concerned Council that readers of the advertisement could mistakenly be led to believe that there were no medical constraints whatsoever on the circumstances in which medical practitioners will agree to perform abortions in Canadian hospitals. Council concluded, therefore, that relevant information was omitted from the advertisement in a manner that in the result was deceptive; and that such deception related to accessibility of services, namely abortions in Canada.
<b>Appeal:</b>	The original decision of Council was confirmed and upheld at an Appeal hearing convened at the advertiser's request.
<b>Infraction:</b>	Clauses 1(a) and (b).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	In an emailed advertisement, a retailer promoted a barbeque at a sale price of \$129.99. The correct price for the product, which was not, in fact, on sale, was \$599.99.
<b>Complaint:</b>	The advertisement was misleading.
<b>Decision:</b>	The advertiser acknowledged that the barbeque was inadvertently and mistakenly advertised as being on sale. As soon as the error was found by the advertiser, correction notices were distributed by email to everyone who had received the original advertisement. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate price 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>	An online sale for specific product categories was advertised on the advertiser's website. The sale advertised 15% off a category of products, subject to certain exclusions.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the online sale did not include all the advertised products.
<b>Decision:</b>	The advertiser acknowledged there was a lack of clarity about the exclusions to the sale that may have been confusing to consumers. Given this, the advertiser posted a retraction notice on its website to clarify

## Ad Standards

	the offer. Based on the acknowledged facts, Council found that the advertisement contained exclusions that were not clearly and understandably stated.
<b>Infraction:</b>	Clause 1(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>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser advertised 20 per cent off the total purchase price of every item in every department throughout the store.
<b>Complaint:</b>	The advertising was inaccurate because many major advertised brands were excluded from the sale.
<b>Decision:</b>	The advertiser acknowledged that terms such as "every," "entire" and "all" were too strong when applied to an offer that the advertiser qualified by a disclaimer. In small print size the disclaimer said, in effect, that not every item, not everything in the store, and not all purchases were discounted. Council concluded that the disclaimer in the advertisement contradicted the more prominent aspects of the main message.
<b>Infraction:</b>	Clause 1(d).

## 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>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement claimed that you could carpet your house for a special price.
<b>Complaint:</b>	The advertisement was misleading because it did not state that the advertised price was for installation only. The cost of the carpet was extra.
<b>Decision:</b>	To Council, the claim clearly conveyed the impression that the quoted price included both carpet and installation. Since that was not the case and the advertised price was only for the installation of carpet, which had to be purchased at an extra cost, Council concluded that the advertisement was misleading and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

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

## Ad Standards

<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	In radio commercials an advertiser claimed it was closing its store.
<b>Complaint:</b>	The complainant alleged that the commercials were misleading.
<b>Decision:</b>	To Council, the overall impression conveyed by the commercials was that the advertiser's retail store was closing forever. In fact, the advertiser was closing its retail location at one address, and opening a new store under the same name in the same city. Council concluded that the commercials contained inaccurate claims.
<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>	Quebec
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	On an in-store sign the advertiser promoted 30% off the price of a category of clothing, excluding products prices ending in .99 cents.
<b>Complaint:</b>	The complainant alleged that all of the merchandise on the rack at the store she visited ended in .99 cents, and therefore, no merchandise was available at 30% off.

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<b>Decision:</b>	The advertiser acknowledged that an error had occurred. Based on the undisputed facts, Council found that the advertisement contained an inaccurate price claim.
<b>Infraction:</b>	Clause 1(a) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Company
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	4
<b>Description:</b>	The advertiser claimed on its website that its download speeds were as fast – or faster than – any other high-speed Internet service.
<b>Complaint:</b>	That the claim was misleading.
<b>Decision:</b>	The advertiser acknowledged that the speed of any Internet service is affected by a variety of factors. Council concluded that the advertising that contained this broad and unqualified claim was misleading because it omitted relevant information and did not clearly and understandably state all pertinent details of the advertised offer.
<b>Infraction:</b>	Clauses 1(a), (b) and (c).

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Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Travel Service Provider
<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>	A flight was advertised on the advertiser's website at \$822.91. A disclaimer at the bottom of each webpage stated that pricing was for comparison purposes only and that the price would be verified only when the consumer confirmed the booking.
<b>Complaint:</b>	The price was inaccurate. When the complainant attempted to book a flight, the confirmed price was significantly higher.
<b>Decision:</b>	It was explained to Council that the price a consumer will pay cannot be confirmed until the third party booking search engine is given access to the selected airline's database to verify the price and availability of the selected flight. To Council, the information found in the disclaimer was very important information that should be clearly visible and prominently located at the top of each page before the price of any flight is shown. In this way, consumers may be adequately informed that an advertised price may differ significantly from the actual price they will be charged, if the flight is booked. Council found that because appropriate disclaimer language was not prominently located, the advertisement did not clearly and understandably disclose all pertinent details.
<b>Infraction:</b>	Clause 1(c).

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

## Ad Standards

<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>	In its website advertisement, the advertiser claimed that no fuel surcharge would be applied to the advertiser's air fares.
<b>Complaint:</b>	The complainant alleged that the claim was misleading. He was charged a fuel surcharge when he booked his ticket through a rewards program.
<b>Decision:</b>	Council found that the advertisement omitted relevant information by failing to disclose the fact that a fuel surcharge applied to air fares purchased through a loyalty program.
<b>Infraction:</b>	Clause 1(b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Travel Services Provider
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	Quebec
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser offered bonus reward points for travel booked within a specific week.

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<b>Complaint:</b>	Although the complainant booked travel within the specified time, the advertiser would not provide him with the applicable points.
<b>Decision:</b>	The advertiser acknowledged it mistakenly failed to award the bonus points. Based on these facts, Council found that the advertisement contained inaccurate representations and did not clearly and understandably state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1 (a) and 1(c).

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Automotive Accessories 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>	Vehicles were shown “dancing” through city streets in an artistic and carefully choreographed television commercial.
<b>Complaint:</b>	The advertisement encouraged reckless driving.
<b>Decision:</b>	The advertiser gave assurances it did not intend that the manoeuvres performed in this commercial should be attempted in real-life situations. While the manoeuvres had been digitally enhanced during production and may not have been intended to appear realistic, a number of visual elements that appeared to be realistic and plausible could be particularly appealing to impressionable young drivers, who might be prompted to emulate the depicted driving behaviour.
<b>Infraction:</b>	Clause 10.

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<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Manufacturer
<b>Industry:</b>	Food
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	7
<b>Description:</b>	In the commercial, a passenger was shown standing up in a moving car.
<b>Complaint:</b>	The advertisement depicted a disregard for safety.
<b>Decision:</b>	In Council's view this act was presented in such an appealing way that younger, impressionable people might well be tempted to emulate this dangerous conduct and activity. Council, therefore, concluded that, even though unintended, the depiction in this commercial displayed a disregard for safety that might reasonably be interpreted as encouraging unsafe acts.
<b>Infraction:</b>	Clause 10.

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Household goods - Other
<b>Region:</b>	Alberta

## Ad Standards

<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement for a household service, a homeowner's yard was shown covered in excrement.
<b>Complaint:</b>	That the advertisement offended standards of public decency.
<b>Decision:</b>	Council agreed with the complainant. This depiction in a mainstream daily newspaper displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.
<b>Infraction:</b>	Clause 14(d).