

## Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2009. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2009 - December 31, 2009

### Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	AIC Wireless Inc.
<b>Industry:</b>	Retail (Supermarkets, Dept stores, etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser promoted discounted long distance rates of ".10c/min (US: .20c/min)".
<b>Complaint:</b>	When the complainant inquired about the rates, the advertiser acknowledged that the advertised rates were incorrect. In fact, the correct rates were ten cents per minute in Canada (rather than one-tenth of a cent per minute), and twenty cents per minute to the US (rather than one-fifth of a cent per minute).
<b>Decision:</b>	Based on the facts, Council concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Air Canada Vacations
<b>Industry:</b>	Leisure services - Travel services

## Ad Standards

<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	An air and hotel vacation package to Maui was advertised on the advertiser's website at an attractive price.
<b>Complaint:</b>	When the complainant attempted to book a 2 bedroom-2 bathroom ocean view condo in the featured resort he found that the price had increased significantly over the advertised price.
<b>Decision:</b>	According to the advertiser, the website price was a per-person price based on quadruple occupancy; and the final price to the consumer was adjusted for matters such as double occupancy after the components of the vacation package were selected. Council carefully reviewed the website advertisement but could find no reference to the price being based on quadruple occupancy. Council found that by failing to disclose this important information, the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).
<b>Advertiser's Verbatim Statement:</b>	"The pricing structure is always per person based on two adults sharing the accommodation. Our findings revealed that the price for the accommodation in question was per person for a quadruple occupancy, as a result of a purely inadvertent oversight. Upon receipt of the complaint, the matter was verified and analyzed thoroughly. The necessary steps and appropriate corrective measures were taken immediately with the concerned parties to ensure that a similar situation would not occur again in the future. The said advertisement was withdrawn immediately. By correcting the issue, there is no further exposure, distribution or circulation. We contacted the concerned clients and rectified the situation to their satisfaction prior to their departure."

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Alarm Force Industries
<b>Industry:</b>	Other
<b>Region:</b>	National

## Ad Standards

<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	In a radio commercial for an alarm care service, heard by the complainant in 2009, the advertiser announced "the launch (emphasis added) of our new product..."
<b>Complaint:</b>	According to the complainant, the service was launched in February 2008, and should not be advertised as being "new."
<b>Decision:</b>	The overall impression conveyed by the commercial was that a new service was being launched as of the date the listener heard the commercial. In fact, the service had been launched over a year ago. Council, therefore, concluded that the commercial conveyed an inaccurate and misleading impression about a service.
<b>Infraction:</b>	Clause 1(a).

### Clause 1: Accuracy and Clarity

<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>	An advertisement promoted a special price for a 37" LCD television, stating there was a minimum of 10 sets per store, and that the advertised price was valid between December 28, 2008 and January 4, 2009, inclusive.

## Ad Standards

<b>Complaint:</b>	According to the complainant, the advertised television was not available at the store he visited during the promotional period.
<b>Decision:</b>	The advertiser explained that some inventory deliveries to the stores were delayed due to unexpectedly inclement weather in British Columbia. Based on the acknowledged facts, Council concluded that the advertisement contained an inaccurate claim about the availability of a product.
<b>Infraction:</b>	Clause 1(a).
<b>Advertiser's Verbatim Statement:</b>	"Best Buy Canada Ltd. ("Best Buy") did not intend to mislead its customers with the advertisement that is the subject of this complaint. Every attempt was made to ensure the product in question was available at Best Buy's retail outlets for Boxing Week. Unfortunately, circumstances beyond best Buy's control meant that some retail outlets did not receive their inventory on time. Due to the unexpected inclement weather, some shipments were delayed. However, high demand items were replaced as quickly as possible to meet the sales requests for Boxing Week. Best Buy was not able to file a correction notice in this particular circumstance because it was unable to predict which shipments would be affected by the unexpected inclement weather. We apologize for any inconvenience our customer may have suffered due to the delayed shipments."

<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
<b>Description:</b>	A scratch and win "Free Getaway" promotion was advertised.
<b>Complaint:</b>	The complainants alleged that the advertisement, which offered a free cruise as a prize, was misleading. After they scratched the appropriate box indicated in the advertisement, the wording underneath stated that they had won a Royal Caribbean cruise. However, upon attempting to claim the prize, the complainants were told they first had to purchase a club membership.

## Ad Standards

<b>Decision:</b>	In its response the advertiser explained that the vacation was actually a "gift" with the purchase of an \$8 per month membership. However, this was not communicated on the winning message, which merely read "Congratulations. You have won a Royal Caribbean cruise for two." To Council the advertisement conveyed the overall impression that receiving a prize was not contingent upon purchasing a club membership. Because this was not the case, Council concluded that the advertisement was misleading.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Grand Prairie Hyundai
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Alberta
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement the advertiser offered free gas valued at \$500 with the purchase of any new or used vehicle.
<b>Complaint:</b>	According to the complainant who purchased a vehicle in July 2008, the advertiser failed to honour the advertised offer.
<b>Decision:</b>	In Council's view, the clear message conveyed by the newspaper advertisement was that purchasers of vehicles from this automobile dealer would receive from the advertiser either free gas valued at \$500, or \$500 to apply against the purchase of gas. In fact, purchasers were obliged to register with a marketing company unrelated to the advertiser, and then submit monthly receipts to obtain gas cards valued up to \$500 for use at a designated gas retailer. None of these conditions and restrictions was disclosed in the newspaper advertisement. Council, therefore, concluded that the advertisement contained a misleading claim, omitted relevant information about the offer, and did not clearly state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1 (a), (b) and (c).

## Ad Standards

<b>Advertiser's Verbatim Statement</b>	<p>Grande Prairie Hyundai is truly remorseful that closer attention was not paid to a disclaimer before the offer of a “free gas voucher” went into circulation via the newspaper last summer. It is unfortunate that the original flyer’s disclaimer was not printed on the newspaper version of the ad. Grande Prairie Hyundai has, and will continue to apologize to our clients that have come forth; for the unintended problems the gas vouchers have caused.</p>
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Hawk Security
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	<p>In an Internet advertisement the advertiser stated “45 security guards wanted for GTA &amp; Surrounding Areas. Up to \$17.70/hr + benefits. FT/PT Training Provided.”</p>
<b>Complaint:</b>	<p>The complainant alleged that, in fact, the advertiser charges applicants to attend the advertiser's classes and does not offer employment.</p>
<b>Decision:</b>	<p>The advertiser did not respond to Council on the merits of the complaint. On the basis of the information available to it, Council found that the advertisement conveyed the impression that Hawk Security offered to hire security guards directly, and provided training free of charge. According to the contrary information provided by the complainant, this was not the case. Council concluded, therefore, that the advertisement contained misleading claims with regard to the services provided by the company. An almost identical newspaper advertisement apparently sponsored by the same advertiser was found by Council in 2008, to contravene Clause 1(a) for the same reasons.</p>
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	High Falls Cottage Resort
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	National
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1
<b>Description:</b>	An outdoor sign for High Falls Cottage Resort carried this message: "2009 Fractional from \$39,000."
<b>Complaint:</b>	That there is no zoning for, nor approval from, the municipal authority for fractional ownerships at the resort.
<b>Decision:</b>	Staff in the Town of Bracebridge's Planning Department confirmed to ASC that fractional ownership is not permitted at this time nor had they received any application to authorise fractional ownership of this property. Based on the available information, Council concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	High Falls Cottage Resort
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	Ontario



## Ad Standards

<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a brochure the advertiser claimed the resort was located on “Canada’s Only Bay Where 5 Separate Waterfalls Come Together Like Magic.”
<b>Complaint:</b>	The complainant alleged that the claim was inaccurate because four of the five identified falls did not exist.
<b>Decision:</b>	Based on the information available to ASC from the local municipal authority, including information about local falls, as well as in a map from the local Chamber of Commerce, two of the falls identified in the brochure did not appear to exist. Council, therefore, concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Hyundai Auto Canada Corp.
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	4
<b>Description:</b>	The performance and handling capabilities of the advertised vehicle were featured in a commercial that showed the vehicle being driven at what appeared to be high speeds, as if in a race. The commercial ended by showing the vehicle spinning to a stop. Cautionary disclaimers were included in two places. One super appeared near the beginning of the commercial. It read “Dramatization. Professional driver on a closed-circuit course. Do not attempt.” The second super appeared near the conclusion of the commercial and read “Never, ever, ever attempt.”

## Ad Standards

<b>Complaint:</b>	That the manner in which the car was driven encourage unsafe and reckless driving.
<b>Decision:</b>	It was clear that the car in the commercial was being driven on a closed-circuit track and not on public roads; and that the driver appeared to be a professional, wearing full safety gear. It was important, in Council's opinion, that the commercial should not be interpreted by viewers as an encouragement or invitation to drive in the manner depicted in the commercial. Further, the advertiser attempted to provide the disincentive by including the two cautionary disclaimers in the commercial. However, Council found that these disclaimers were neither big enough nor on-screen long enough to be clearly visible, as required under the <i>Code</i> .
<b>Infraction:</b>	Clause 1(d).
<b>Advertiser's Verbatim Statement:</b>	Hyundai Auto Canada Corp. ("Hyundai") is disappointed with the decision reached by the Consumer Review Council. As a responsible advertiser, Hyundai always seeks to abide by both the spirit and letter of the Canadian Code of Advertising Standards, and believes that the advertisement adhered to the spirit and letter of the Code. While Hyundai strongly disagrees with the decision reached by Council, it respects the decision of Council. Hyundai presently does not have any plans to air this advertisement again. If that should change, Hyundai will make amendments to the advertisement, taking into consideration the concerns of Council.

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Maybelline New York
<b>Industry:</b>	Health & beauty - Other
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A commercial for a brand of mascara illustrated the lengthening effects of the advertised product.
<b>Complaint:</b>	The complainant alleged it was impossible to achieve the results depicted in the commercial without the use of false eyelashes.

## Ad Standards

<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. While the commercial contained a super stating “ Filmed with lash inserts, “ to Council, the super was not on screen long enough to be easily read and understood by viewers. Council, therefore, concluded that the disclaimer in this commercial was not presented in a manner that was clearly visible.
<b>Infraction:</b>	Clauses 1(a) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	National Collector's Mint
<b>Industry:</b>	Retail (Supermarkets, Dept stores, etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The commercial offered a 9/11 Silver Leaf Coin Certificate commemorating the seventh anniversary of the World Trade Centre tragedy. In the commercial it was stated that the certificate was non-circulating authorized Liberian legal tender. Elsewhere, it was stated that the advertised certificate was « A piece of money in silver of \$20 payable in coin of the realm. »
<b>Complaint:</b>	The complainant alleged that the commercial was designed to create confusion about the value of the advertised item.
<b>Decision:</b>	To Council, the commercial contained several claims that together conveyed the clear impression that the advertised item had a face value of 20 dollars and could be used in Canada as legal, negotiable currency - which was not the case. Council, therefore, concluded that the commercial made inaccurate representations about the value of the product and did not clearly and understandably state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1(a) and (c).

## Ad Standards

<b>Advertiser's Verbatim Statement:</b>	Here at the National Collector's Mint we value our customers, and in striving for 100% customer satisfaction, we consistently go to great lengths to ensure our promotions are clear and accurate. While we stand behind our offers and products, we do respect the concerns raised by the Advertising Standards Canada. Throughout the process we have cooperated with ASC by keeping a line of open communication, as well as making a number of significant amendments to our TV commercial to address the concerns raised by ASC's Consumer Response Council.
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Pharmasave Drugs (Pacific) Ltd.
<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>	A package of 12 cans of Coca-Cola was advertised at \$2.99.
<b>Complaint:</b>	The consumer was unable to purchase the advertised products because the retailer had substituted Pepsi products for Coca-Cola products.
<b>Decision:</b>	The advertiser acknowledged that its Kamloops retailer failed to follow instructions from head office to supply Coca-Cola, rather than Pepsi products, as part of the advertised promotion. Accordingly, Council found that, in the Kamloops area only, the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Scotts Canada Ltd.
<b>Industry:</b>	Household goods - Other
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	2
<b>Description:</b>	Various noxious weeds were illustrated in a newspaper advertisement for a branded weed killer. One of the weeds was identified in the advertisement as ragweed.
<b>Complaint:</b>	The complainants believed that the plant described as ragweed in the advertisement was actually the goldenrod plant, which is not a noxious weed.
<b>Decision:</b>	Council recognized that the two plants have a similar look during some stages of their growth. However, given that the advertisement was intended to identify the noxious weeds that the advertised product could eliminate, it was imperative, in Council's view, that the advertisement be correct, and not misidentify a harmless weed as a noxious one. Although Council believed the mistaken identification was unintended by the advertiser, the illustration of the plant described as ragweed was, nonetheless, inaccurate and could lead to the decimation of a plant that is harmless.
<b>Infraction:</b>	Clause 1(a).
<b>Advertiser's Verbatim Statement:</b>	The Scotts Company appreciates the concerns raised as a result of the recent Roundup Brand Products ad featured in the Toronto Star. There was absolutely no intent to mislead the public regarding the approved uses for Roundup Herbicide under the newly implemented Ontario Pesticide laws. This is confirmed both within the headline and the body copy. There are no direct or implied references to product uses other than what is legally allowed in Ontario. There is a debate with regards to the image used in the ad to represent Ragweed. There are numerous types of ragweed and we chose a species that is recognized by consumers. The illustration is a true representation of a species of Ragweed and was not intended to cause any confusion with other types of plants.

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Shaw Cablesystems G.P.
<b>Industry:</b>	Other
<b>Region:</b>	British Columbia
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for three telecommunications' services (phone, Internet and television) the advertiser claimed "Pick One or Pick Them All. All 3 for Under \$45 per Month."
<b>Complaint:</b>	The complainant stated that she had tried, but was unable, to subscribe to phone or Internet service without also subscribing to television service.
<b>Decision:</b>	The claim "Pick One or Pick Them All" clearly conveyed the message that a customer could subscribe to any one of the three indentified services, or to all of them. However, according to the evidence before Council it was necessary to subscribe to television service in order to receive any other service. Council, therefore, found that the advertisement conveyed an inaccurate impression about the availability of the advertised services.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Shaw Direct
<b>Industry:</b>	Other

## Ad Standards

<b>Region:</b>	British Columbia
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial for a satellite television service the advertiser claimed there were “No Contracts”.
<b>Complaint:</b>	When the complainant attempted to cancel his subscription, he was told by the advertiser that under Shaw Direct’s terms and conditions of service, thirty days’ notice was required to cancel.
<b>Decision:</b>	Council understood that the advertiser’s intention by this claim was to distinguish itself from its competitors. However, after reviewing the “Terms of Service – Residential Customer Agreement” on the advertiser’s website, Council was unable to conclude that the Agreement and the Terms of Service were anything other than a contract. To Council, the clear impression conveyed was that Shaw Direct’s service was cancellable at any time without notice. Because it was not, Council found the unqualified “No Contracts” claim to be inaccurate and misleading.
<b>Infraction:</b>	Clause 1(a).
<b>Advertiser's Verbatim Statement:</b>	“Any service offering to the public has associated with it terms of service, either express or implied, which govern the relationship between the service provider and the consumer. Such terms are not commonly understood to be a “Contract”. The Code provides that “the focus is on the ... general impression conveyed by the advertisement”. The “No Contracts” claim does not leave the average consumer with the general impression that there are no terms of service governing the relationship, such as a requirement on the part of the consumer to provide reasonable advance notice to deactivate the service. The general impression conveyed by the advertisement is that Shaw Direct does not commit the customer to receive its DTH satellite television service for a fixed term, a distinguishing feature compared to the one other DTH satellite television service provider that has “Term Contracts” over and above its terms of service.”

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

## Ad Standards

<b>Region:</b>	National
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A name brand of paper towels was advertised in a flyer at a special price good for two days of a specified week. In small print at the bottom of another page in the flyer, a disclaimer stated that "Unless otherwise indicated, we will gladly provide the purchaser with a rain check..."
<b>Complaint:</b>	The complainant was told he wasn't entitled to, and was not given, a rain check for the out-of-stock paper towels.
<b>Decision:</b>	Council could find no statement in the entire flyer to the effect that rain checks were unavailable for items included in the two day sale. In fact, the exact opposite was stated in the disclaimer paragraph at the end of the flyer. Furthermore, the complainant was told by the advertiser's customer service staff that each store had the discretion to decide whether rain checks would be issued at all. Council concluded that the advertisement omitted relevant information, did not clearly state all details of an advertised offer, and also contained a disclaimer that contradicted the more prominent aspect of the message.
<b>Infraction:</b>	Clauses 1(b), (c), and (d).
<b>Advertiser's Verbatim Statement:</b>	"Upon review of the Consumer Response Council's decision and a further investigation into this matter, Shoppers Drug Mart has determined that this is not a matter of an error in the advertisement, but a store-level error. The advertisement did not omit information relating to rain checks as it was not intended that rain checks would not be issued for the paper towels. The complainant's request for a rain check should have been honoured. Steps have been taken to ensure that similar mistakes do not occur. Please be assured that we take all regulatory requirements relating to advertising very seriously and respect the role of Advertising Standards Canada. We hope our response assists in clarifying this matter."

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	The Ottawa Citizen
<b>Industry:</b>	Telecommunications - Other



## Ad Standards

<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A 2008/2009 advertising rate card displayed newspaper advertising rates, along with an illustration of a row of 10 newspaper boxes. Eight of the boxes were yellow Ottawa Citizen boxes. The remaining two boxes – each of a different colour– represented other newspapers. Directly underneath the overall illustration was the statement: “8 out of 10 newspaper readers choose the Ottawa Citizen each week.” An asterisk beside the statement directed readers to a disclaimer that read: “Source NADbank 2007. Over 80% of Ottawa adults (18+) who read English language newspapers read the Ottawa Citizen each week.”
<b>Complaint:</b>	That the illustration misrepresented 2007 NADbank data regarding readership of the Ottawa Citizen.
<b>Decision:</b>	The claim that “8 out of 10 newspaper readers choose the Ottawa Citizen each week” did not, itself, imply to Council that 8 out of 10 only read the Ottawa Citizen. However, that statement combined with the arresting graphic in which 8 out of 10 newspaper boxes were Ottawa Citizen boxes created the strongest of impressions that 80% of the newspaper readers only read the Ottawa Citizen, while the balance only read one or the other newspaper. The impression conveyed by this graphic was unsupported by the research data. Council concluded, therefore, that the advertisement contained a misleading representation about the readership of the Ottawa Citizen.
<b>Infraction:</b>	Clauses 1(a) and (d).

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	The Sunwing Travel Group
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	National
<b>Media:</b>	Brochures/leaflets/flyers

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	In a brochure the advertiser offered a Sunwing prepaid MasterCard with a \$100 credit balance if a travel package was purchased by October 31, 2008.
<b>Complaint:</b>	The complainant booked a package on September 26, 2008, but did not receive the \$100 credit. She was told by the advertiser's representative that the offer had expired and that she should have booked the trip by September 11, 2008.
<b>Decision:</b>	The advertiser explained that it had changed the promotion and notified consumers of the change via the advertiser's website on September 12, 2008. Council found that since the complainant had satisfied the conditions of the advertised promotion by booking a package before the expiry date stated in the advertisement, she should have been given the \$100 credit. Because she was not, Council concluded that the advertisement contained an inaccurate claim. To Council, the advertiser should not have unilaterally changed the terms of the promotion without also ensuring that consumers who were reached by the original advertisement were given timely notification of the change in terms. Posting a change notice only via the advertiser's website did not satisfy the advertiser's obligation to give an effective correction notice, particularly to prospective consumers who viewed the advertisement in a different medium.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Westwood CruiseShipCenters
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	British Columbia
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A 13 night Panama Canal Cruise was advertised from \$499 (USD) per person.

## Ad Standards

<b>Complaint:</b>	The cruise was unavailable at the advertised price.
<b>Decision:</b>	The advertiser acknowledged that the price quoted in the flyer was a misprint. 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>Clause 5: Guarantees</b> <b>Clause 11: Superstition</b>	
<b>Advertiser:</b>	Peer Sayed Sahib
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement in a Punjabi language newspaper offered the advertiser's services to remove, forever, all personal worries and problems, including problems relating to marriage, infertility, and business. The advertiser promised "100% Guaranteed Results" in "less than one-week".
<b>Complaint:</b>	That the advertisement played upon readers' superstitions and fears.
<b>Decision:</b>	Although requested by Council to do so, the advertiser provided no response on the merits of the complaint. Because the advertisement failed to explain any details about the conditions and limitations applicable to the guarantee. Council concluded that the advertisement was misleading. Council also found that the advertisement exploited superstitions and played upon fears to mislead consumers
<b>Infraction:</b>	Clauses 1, 5 and 11.

## Ad Standards

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Mazda Canada Inc.
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The commercial depicted the advertised vehicle passing and overtaking four cars travelling in tight formation on what appeared to be a public roadway. The voiceover stated “in the war between fun and practicality, there are victims and there are victors. To the victor, go the spoils.”
<b>Complaint:</b>	That the commercial promoted unsafe driving.
<b>Decision:</b>	To Council, the effect of the scenes showing the Mazda passing four cars together with the voiceover statement that “there are victims and victors”, all conveyed the undeniable impression of speed and racing. In addition, it was not at all clear from the visuals that the driving scenes were on a closed track and not on an open public road. Although the advertiser informed Council that the commercial included a super stating “Dramatization. Professional Drivers. Closed Course,” Council could not read the super because it was so small and on the screen for a very limited time. Because the commercial did not clearly establish and convey the impression that a professional driver was driving the Mazda on a test track or closed course, rather than on a public roadway, Council found that the commercial displayed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe or dangerous practices or acts.
<b>Infraction:</b>	Clause 10.

<b>Clause 11: Superstition and Fears</b>	
<b>Advertiser:</b>	Ajmeri Baba

## Ad Standards

<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	Readers of a full page advertisement in a Punjabi language newspaper were offered the advertiser's expertise in black magic. Readers were assured that the advertiser had the ability to eliminate all personal worries, fulfill all desires, remove obstacles in the way of marrying a loved one, and eliminate lottery problems and business worries. Results were 100% guaranteed.
<b>Complaint:</b>	That the advertisement played upon readers' superstitions and fears.
<b>Decision:</b>	Although requested by Council to do so, the advertiser provided no response on the merits of the complaint. Based on the available evidence, Council concluded that the advertisement exploited superstitions and played upon fears to mislead consumers.
<b>Infraction:</b>	Clause 11.

### Clause 14: Unacceptable Depictions and Portrayals

<b>Advertiser:</b>	Canadian Centre for Bio-Ethical Reform
<b>Industry:</b>	Non-commercial - Ads by government
<b>Region:</b>	Alberta
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1

## Ad Standards

<b>Description:</b>	An advertisement on the outside of a moving truck consisted of a photograph of an aborted fetus (at 11 weeks) displayed on the fingers of a hand. Beside the image, the word “Choice” was shown. Also shown was a website address “unmaskingchoice.ca” and a telephone number.
<b>Complaint:</b>	The complainants alleged that this image and message constituted an advertisement that offended the standards of public decency.
<b>Decision:</b>	Council recognized that, in order to draw attention to an important societal issue, advocacy advertising sometimes uses imagery that might offend some individuals. Whether a particular advocacy advertisement actually raises an issue under the Code depends on a number of factors such as the context and content of the advertisement, the audience it reaches or is intended to reach, and the medium/media used to deliver the advertisement. Advertising that appears on the outside of a moving vehicle is exposed, without limitation, to people of all ages, backgrounds and sensitivities, including children, all of whom are given no option but to view, and be affected, by the advertising when they see it. It is understood how and why young children, their parents and others could find this particular advertising to be shocking, profoundly disturbing and offensive. Council, therefore, concluded that the advertising using the image of an aborted embryo in this medium and in this way, displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population. Council also concluded that the imagery, when combined with the words “unmasking choice”, denigrated women who have chosen to have an abortion.
<b>Infraction:</b>	Clauses 14(c) and (d).
<b>Advertiser's Verbatim Statement:</b>	“The images at issue can be seen on our website unmaskingchoice.ca. We are surprised at the ASC’s conclusion, since not long ago virtually identical images were displayed in the Canadian public square for all ages to see and were found by a court of law to be protected speech in our free and democratic society. Furthermore, this decision of the ASC is an attempt at censorship by a non-governmental body of individuals whose decision has no bearing on what we do nor has any authority to limit our or anyone else’s freedom of speech. The ASC has allowed itself to become the pawn of someone wanting to silence us out of the public square, like repressive regimes in North Korea and China do, rather than engage in an intellectually honest exchange of ideas. We refuse to be intimidated.”
<b>Comment by ASC:</b>	“An advertiser’s entitlement to state their position on their advertisements about which a Council has upheld one or more complaints is enshrined in the Code. Also stated upfront in the Code, are the following fundamental principles: First, that the Code is not intended to replace the many laws and guidelines designed to regulate advertising in Canada. [Note: The Code reference is to “regulate” and not to “censor” advertising.] And, second, that the Code has as its primary purpose the expression of Canadian standards in advertising that, when followed, should result in responsible yet effective advertising without unreasonably blunting the underlying fundamental right to advertise lawfully-sold products and services in a fair but competitive manner. Nor, in the case of advocacy advertising, to unreasonably blunt the advertiser’s right to advertise a point-of-view that bears on a publicly recognized controversial issue.”

## Ad Standards

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	Hydromax
<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 print advertisement for a garden centre depicted a woman wearing a t-shirt with the words "For results larger than nature." The illustration of the woman was cropped so that only her chest - from her neck to her waist - was visible.
<b>Complaint:</b>	The complainant alleged that the advertisement was sexist and degraded women.
<b>Decision:</b>	Council concluded that the advertisement used a woman's sexuality in a manner that objectified and demeaned women.
<b>Infraction:</b>	Clauses 14(c) and (d).

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	Joe Rockhead's Indoor Climbing Wall
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	National

## Ad Standards

<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement for an indoor climbing wall depicted a doll that parodied Jesus, together with words "Bigger than Jesus."
<b>Complaint:</b>	That the advertisement was demeaning to Christians.
<b>Decision:</b>	Council found that by describing the climbing wall as being "Bigger than Jesus", and by including a doll that caricatured Jesus, the advertisement crossed the line of acceptability under the Code. Council concluded that referencing and characterizing Jesus in this way demeaned and denigrated the Christian religion and adherents of that faith.
<b>Infraction:</b>	Clause 14(c).



# Ad Standards

## Non-Identified Cases - January 1, 2009 - December 31, 2009

### Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Automobile Dealer Association
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Western Canada
<b>Media:</b>	Newspaper, Internet
<b>Complaint(s):</b>	1
<b>Description:</b>	A model of a line of vehicles was advertised at a specified price.
<b>Complaint:</b>	According to the complainant, the advertised model was not available for purchase from any dealer.
<b>Decision:</b>	Even though dealers may have experienced difficulty in locating inventory of the advertised model, the vehicle should not have been advertised to the public unless adequate inventory was readily available at the dealerships. Council concluded that the advertisement conveyed an inaccurate impression about the availability of the advertised vehicle.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Automobile Dealer Association
<b>Industry:</b>	Cars and motorized vehicles – General

## Ad Standards

<b>Region:</b>	Western Canada
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A certain model of a vehicle was advertised at a specified price.
<b>Complaint:</b>	The advertised model was not available at any dealer.
<b>Decision:</b>	Although sufficient inventory may have been available at dealers when the advertisement was first prepared in August, when the advertisement was published in September, inventory was down to only two vehicles. In Council's view, it was improper to advertise the vehicle unless a reasonable number were available at dealers at the advertised price. Council, therefore, found that the advertisement conveyed an inaccurate impression about the availability of the advertised vehicle.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Automobile Dealers
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Western Canada
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement, one model of a line of vehicles was advertised at a specified price.

## Ad Standards

<b>Complaint:</b>	According to the complainant, the advertised model was not available for purchase from any dealer.
<b>Decision:</b>	Even though dealers may have experienced difficulty in locating inventory of the advertised model, the vehicle should not have been advertised to the public unless adequate inventory was readily available at the dealerships. Council concluded that the advertisement conveyed an inaccurate impression about the availability of the advertised vehicle.
<b>Infraction:</b>	Clause 1(a).

<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>	In a television commercial, the advertiser offered a money-back guarantee to consumers who were unsatisfied after trying the product.
<b>Complaint:</b>	When the complainant called the advertiser to inquire about the guarantee, she was told that the refund was limited in amount to less than the full price including taxes and postage.
<b>Decision:</b>	The advertiser acknowledged that all redemption requests were forwarded to its fulfillment agency, which mistakenly failed to follow the advertiser's instructions to fully reimburse purchasers who returned the product after trial, including an amount equal to taxes and postage. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Consumer Product Manufacturer
<b>Industry:</b>	Health & beauty - Other
<b>Region:</b>	Quebec
<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	A magazine advertisement illustrated the lengthening and volumizing effects of a brand of mascara.
<b>Complaint:</b>	The complainant alleged it was impossible to achieve the results depicted in the advertisement without the use of false eyelashes.
<b>Decision:</b>	In its response to Council, the advertiser acknowledged that the image of the lashes had been enhanced during post production. According to Council, this was important information that should have been clearly disclosed in the advertisement. Because it was not, Council concluded that the advertisement conveyed an inaccurate impression about the effects that users of the advertised product could achieve.
<b>Infraction:</b>	Clause 1(a).

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

## Ad Standards

<b>Media:</b>	Magazines
<b>Complaint(s):</b>	1
<b>Description:</b>	A magazine advertisement illustrated the volumizing effects of a brand of mascara.
<b>Complaint:</b>	The complainant alleged it was impossible to achieve the results depicted in the advertisement without the use of false eyelashes.
<b>Decision:</b>	According to Council, the fact that lash inserts were worn by the model in this advertisement was important information that should have been clearly disclosed in the advertisement. Because it was not, Council concluded that the advertisement conveyed an inaccurate impression about the effects that users of the advertised product could achieve.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Electronics Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores, etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser promoted a post Christmas sale from December 26 to December 31 on its website.
<b>Complaint:</b>	The complainant visited the store during the advertised sale period to purchase a particular product, but found that it was not on sale.

## Ad Standards

<b>Decision:</b>	In this case, the sale period advertised on the website and that advertised by the individual store were inconsistent. Council, therefore, concluded that all pertinent details of the offer were not clearly disclosed.
<b>Infraction:</b>	Clause 1(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Financial Institution
<b>Industry:</b>	Financial services
<b>Region:</b>	British Columbia
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	A personal loan was advertised at a rate of 3.25%. The fact that the loan was subject to terms and conditions was also mentioned in the advertising.
<b>Complaint:</b>	That the advertisement failed to disclose the fact that loan insurance must be purchased in order to obtain the advertised loan rate.
<b>Decision:</b>	Council was aware that the phrase “terms and conditions apply” has become a standard industry practice to alert consumers that there may be details applicable to an advertised offer that are not provided in the advertisement and that consumers should inquire about them. To Council, however, the fact that loan insurance was required in order to obtain the advertised rate was a very important condition that should have been clearly disclosed within the advertising itself. Because it was not, Council found that the advertising omitted relevant information and did not state all pertinent details of the offer in a clear and understandable manner.
<b>Appeal:</b>	The original decision of Council was confirmed at an appeal requested by the advertiser.
<b>Infraction:</b>	Clause 1(c).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Financial Services Provider
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	A financial package consisting of several components was advertised at \$11.95 per month.
<b>Complaint:</b>	That the advertisement failed to disclose the fact that in order to obtain access more than once to one of the components, the payment of an additional fee was required.
<b>Decision:</b>	The advertising did not clearly communicate the important fact that users will be charged an additional fee each time they accessed a specific component of the financial package. Council, therefore, found that the advertising did not state all pertinent details of the offer in a clear and understandable manner.
<b>Infraction:</b>	Clause 1(c).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Licensed Establishment
<b>Industry:</b>	Food
<b>Region:</b>	British Columbia

## Ad Standards

<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement customers were invited to "Play For Free Texas Hold 'Em."
<b>Complaint:</b>	According to the complainant, when he wanted to play Texas Hold 'Em in the establishment's poker room, he was told there was a \$5.00 cover charge.
<b>Decision:</b>	In its response to Council, the advertiser explained that, although a cover charge to play is not required, a minimum \$5.00 food and beverage purchase is required. Council concluded that the advertisement should have clearly stated the minimum purchase requirement. Because all pertinent details were not disclosed, Council found that the advertisement contravened the <i>Code</i> .
<b>Infraction:</b>	Clause 1(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Media Company
<b>Industry:</b>	Telecommunications - Other
<b>Region:</b>	Saskatchewan
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	A statement on the advertiser's website guaranteed home delivery of a print publication by a specific time of day.
<b>Complaint:</b>	The complainant alleged that the advertisement was inaccurate because she did not receive home delivery by the specified time.



## Ad Standards

<b>Decision:</b>	The advertiser acknowledged that it had been difficult to secure a reliable delivery agent in the complainant's area, which resulted in only sporadic delivery. The advertiser also acknowledged that its website had not been updated to reflect the unavailability of regular home delivery to addresses in the complainant's area. 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>	Motor Vehicle Manufacturer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Quebec
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for the sale of pre-owned vehicles, a financing charge of 1% was quoted. In the disclaimer paragraph at the bottom of the advertisement, an example of the financing calculation was provided.
<b>Complaint:</b>	The complainant alleged that the example provided in the advertisement was inaccurate.
<b>Decision:</b>	The advertiser acknowledged that an error had occurred and the amount of the taxes that applied was incorrect in the example. The advertiser explained that steps had been taken to ensure that mistakes of this nature would not occur again in future. Based on the facts, Council concluded that the advertisement contained an inaccurate claim about the price of a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Restaurant
<b>Industry:</b>	Food
<b>Region:</b>	Alberta
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	The price of a product quoted on the in-store menu board at a quick service restaurant in Calgary was lower than the price charged for the same product at the till.
<b>Complaint:</b>	That the cash register price was inaccurate.
<b>Decision:</b>	The advertiser acknowledged that an unintended discrepancy had occurred and that the price on the menu board had not been increased to reflect the cash register price. Based on the facts, Council concluded 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>	Restaurant
<b>Industry:</b>	Food
<b>Region:</b>	National

## Ad Standards

<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A food product in a large size container was shown and promoted in television commercials. At the end of the commercials a super appeared that read "2.29 small plus tax".
<b>Complaint:</b>	The complainant alleged that the commercials were misleading.
<b>Decision:</b>	Council found that, although the advertiser may not have intended to confuse or mislead the public, the qualifying word "small" in the super was neither clearly visible nor legible. Moreover, the super contradicted the more prominent visual aspect of the message. Council, therefore, found that the commercials conveyed an inaccurate impression about the price of a product.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Restaurant
<b>Industry:</b>	Food
<b>Region:</b>	Ontario
<b>Media:</b>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	A sign at a restaurant said that children could eat for free all summer.
<b>Complaint:</b>	At the restaurant visited by the complainant, children could eat for free only from Sunday to Wednesday.

## Ad Standards

<b>Decision:</b>	To Council, the claim in question conveyed the clear impression that children could eat for free everyday "all summer long." Because the advertisement did not clarify that there were limitations on the applicable days, Council found that the advertisement did not disclose all pertinent details of the offer in a clear and understandable manner.
<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>	Alberta
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial concerning a sale, the advertiser claimed its stores would be closed on a specified date.
<b>Complaint:</b>	According to the complainant, the store he visited was not closed on that date.
<b>Decision:</b>	Council found that the impression conveyed by the television commercial was that advertiser's stores would be closed on the stated date so that staff could prepare for the next day's sale. In fact, some stores apparently were not closed; nor was there any signage in their windows or otherwise to indicate to consumers why the stores were open. Council, therefore, concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Food
<b>Region:</b>	British Columbia
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a flyer, 1 kg. of "assorted varieties" of a private label coffee were advertised.
<b>Complaint:</b>	That the advertisement was inaccurate. Staff at one of the advertiser's retail locations told the complainant that only one variety of the coffee – "Fine Drip Grind" – was available in a 1 kg. size.
<b>Decision:</b>	The advertiser acknowledged that although the advertisement was incorrect, steps had been taken to ensure that similar mistakes did not reoccur. Based on the facts, Council concluded that the advertisement contained an inaccurate claim about a product.
<b>Infraction:</b>	Clause 1(a).

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

## Ad Standards

<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A contentious claim in an infomercial about a sleep product raised health issues about the product.
<b>Complaint:</b>	The complainant alleged that the claim was an urban myth and was not true.
<b>Decision:</b>	In its response to Council, the advertiser stated that the claim was anecdotal and authenticated by a story published in the Wall Street Journal. No independent test or research evidence was submitted by the advertiser to support the claim. Clause 1(e) of the Code requires that all advertising claims must be supportable. While the Wall Street Journal is a well respected publication, the information contained in the article was purely anecdotal. It did not cite any authoritative proof of the claim in the form of research or test data. Council, therefore, found that the claim was unsupported and misleading.
<b>Infraction:</b>	Clauses 1(a) and (e).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores, etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A Wii bundle was advertised in an online flyer. However, because of shipping delays, the product was available only in limited quantities. The advertiser posted in-store correction notices saying that rain checks were available on request.
<b>Complaint:</b>	When the complainant requested a rain check at his local store, he was told that none was available.

## Ad Standards

<b>Decision:</b>	While some rain checks were available, they were only available in limited numbers and the correction notice did not state that the supply of rain checks was limited. Based on the facts, Council concluded that the advertisement contained an inaccurate claim about the availability of a product.
<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>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a flyer, a retailer featured a sale price for watermelon from Mexico. Directly above the photograph of the watermelon was a Foodland Ontario logo that is used to indicate the associated food is grown in Ontario.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading.
<b>Decision:</b>	The advertiser acknowledged the mistake was inadvertent, and that the Foodland Ontario logo was unintentionally included in the flyer next to a food that was not grown in Ontario. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores, etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A cosmetic product was advertised in a flyer at \$19.99.
<b>Complaint:</b>	When the consumer visited the store, she found that the product was available at a price that was higher than that advertised in the flyer.
<b>Decision:</b>	In this case, only those products bearing a specific UPC code that were displayed in an end aisle at the entrance to the store were available at the price advertised in the flyer. The same sized product, bearing a different UPC code, was available elsewhere in the store, but at higher than advertised price. To Council, the fact that only products with a specific UPC code were for sale at \$19.99 was important information that was not disclosed anywhere in the flyer. Council, therefore, concluded that the advertisement contravened the Code by not clearly and understandably stating all details of the offer in a clear and understandable manner.
<b>Infraction:</b>	Clause 1(c).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Health & beauty - Other



## Ad Standards

<b>Region:</b>	Ontario
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	A program was advertised as being available for 9 weeks at \$99.00.
<b>Complaint:</b>	That the advertisement failed to state the advertised rate was available only with a one-year purchase commitment.
<b>Decision:</b>	The advertisement did not state that a twelve-month commitment was required in order to obtain the \$99.00 price. Council found, therefore, that the advertisement contained an inaccurate representation about the price of a service and did not clearly and understandably state all pertinent details of an offer.
<b>Infraction:</b>	Clauses 1(a) and (e).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser's service was described in a commercial as being available all over Quebec.
<b>Complaint:</b>	The service was not available in a significant area of Quebec.

## Ad Standards

<b>Decision:</b>	Although the advertised service was accessible by a very large proportion of the population of Quebec, it was not available in an important geographic area of Quebec. To Council, the advertising conveyed the impression of geographic territory, not the number of people that could access the service. Council, therefore, concluded that the advertisement conveyed a misleading impression about the availability of the advertised services.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Supplier
<b>Industry:</b>	Telecommunications - Other
<b>Region:</b>	Ontario
<b>Media:</b>	Direct Marketing - Other
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement by a cable service supplier, the advertiser claimed that after a specified date when US broadcasters change from analogue to digital channels, Canadians will no longer be able to watch some popular US channels and US programs.
<b>Complaint:</b>	The complainant alleged that the advertisement contained false and misleading claims about the transition from analogue channels to digital channels in the US.
<b>Decision:</b>	The overall (and inaccurate) impression conveyed to Council was that because the US was switching to digital, Canadians using an antennae had no choice other than to subscribe to cable if they wanted to continue receiving their "favourite shows." In fact, options other than switching to cable are available to Canadian consumers. Council, therefore, found that the advertisement contained inaccurate claims about a service.
<b>Infraction:</b>	Clause 1(a).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Telecommunications Supplier
<b>Industry:</b>	Other
<b>Region:</b>	Western Canada
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A telecommunications plan advertised unlimited calling within “North America.”
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because it did not disclose that calls to or from Mexico (which is a part of North America) were not included in the advertised plan.
<b>Decision:</b>	The advertiser agreed that future advertisements would clearly state what the advertiser intended by “North America.” Based on the facts, Council concluded that the advertisement contained an inaccurate claim and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Transportation Company
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Ontario

## Ad Standards

<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser claimed it provided service to a destination that was close to the centre of a large urban centre.
<b>Complaint:</b>	The advertiser misrepresented the proximity to the urban centre.
<b>Decision:</b>	Council agreed with the complainant finding that the commercial contained an inaccurate claim about the advertised service.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Travel Services Supplier
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement invited customers to “book a travel package by Jan. 31, 2009.” However, a small print disclaimer at the bottom of the advertisement stated that the price was valid only between Jan. 16 & 20/09.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading.

## Ad Standards

<b>Decision:</b>	The advertiser acknowledged that an incorrect date had been mistakenly included in the disclaimer paragraph. Based on the facts, Council concluded that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clauses 1(a) and (d).

<b>Clause 1: Accuracy and Clarity</b> <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>	Digital - Display ads
<b>Complaint(s):</b>	12
<b>Description:</b>	An electronic product was offered at a very attractive price of \$99.99.
<b>Complaint:</b>	The advertiser would not honour the price.
<b>Decision:</b>	According to the advertiser, the special \$99.99 price was featured during a time-limited promotion. However, the special price mistakenly remained on the website after the promotion expired, thus enabling consumers to continue placing orders at the special promotional price. The advertiser corrected the error upon discovering it, but not before notices had already been mailed to customers confirming the retailer's acceptance of their orders. The advertiser subsequently sent cancellation notices to confirmed buyers, together with a coupon for 5% off their next purchase. Council found that the advertisement contained an inaccurate representation about the price and availability of a product.
<b>Appeal:</b>	At an appeal hearing requested by the advertiser, the original decision of Council was affirmed.
<b>Infraction:</b>	Clauses 1(a) and 3(a).

## Ad Standards

<b>Clause 10: Safety</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>	In a television commercial a young man was depicted climbing from one balcony ledge to another.
<b>Complaint:</b>	That the depiction condoned an unsafe activity.
<b>Decision:</b>	To Council, the depicted act was appealing – particularly to younger persons who, in Council's opinion, would see it as a "cool" thing to try after having seen the dramatization in this advertisement. Council concluded that this advertisement displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe or dangerous acts.
<b>Infraction:</b>	Clause 10.

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	Quebec

## Ad Standards

<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	2
<b>Description:</b>	A man was shown attempting a simple home repair. His wife, who was not satisfied with the results, ridiculed him using condescending language and a sarcastic tone of voice.
<b>Complaint:</b>	That the commercial was sexist by depicting a man as incompetent.
<b>Decision:</b>	Council concluded that the depiction of the man and the manner in which his wife treated him in this commercial had the effect of demeaning men. Council also considered whether, but did not find that, the humour in the commercial negated the overall impression conveyed by the commercial.
<b>Infraction:</b>	Clause 14(c).