

## Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2010. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2010 - December 31, 2010

### Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Agropur Cooperative
<b>Industry:</b>	Food
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	Two infants – apparently under six months of age – were featured throughout a commercial that promoted the purity of a brand of milk.
<b>Complaint:</b>	The complainant alleged that the way the infants were featured with the advertised milk conveyed the impression that fluid milk was suitable for feeding to infants.
<b>Decision:</b>	It was understood that the advertiser did not intend to suggest that fluid milk was suitable for infants. Nonetheless, in Council's opinion, the general impression conveyed by the commercial was that the advertised product was so pure that it could safely be fed to infants. Council, therefore, found that the commercial conveyed an inaccurate impression about the advertised product.
<b>Infraction:</b>	Clause 1(a).

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Best Buy Canada Ltd.

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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 camera was advertised on the advertiser's website at a sale price of \$219.99, representing a savings of \$1,980.
<b>Complaint:</b>	The advertisement was inaccurate. The actual price of the camera was \$2,199.99.
<b>Decision:</b>	The advertiser acknowledged there was an inadvertent error that the advertiser corrected immediately upon discovering it. Based on the acknowledged facts, Council found that the advertisement contained inaccurate claims both about the price of the product and the applicable savings. While the advertiser corrected the price on its website, it did not post any correction notice in close proximity to the location of the original error as required by the Code.
<b>Appeal:</b>	At an appeal hearing requested by the advertiser, Council's original decision was affirmed.
<b>Infraction:</b>	Clauses 1(a) and 3(a).
<b>Advertiser's Verbatim Statement:</b>	"Best Buy Canada Ltd. ("Best Buy") provides information for thousands of products on its websites. Unfortunately, errors in the description and pricing of these products do occasionally occur. Best Buy endeavors to ensure that errors are corrected as soon as they are detected and that the affected customers are notified of the error as soon as possible. Best Buy will also ensure that correction notices for these unintentional errors are posted online in the future. Best Buy strives to provide the most accurate information to its customers and will strive to ensure its compliance with the Canadian Code of Advertising Standards and will continue to support Advertising Standards Canada's goal of "...ensur[ing] the integrity and viability of advertising through industry self-regulation" (Advertising Standards Canada website, , (date accessed: 28 October 2010).)"

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Canadian Tire Corporation, Limited
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## Ad Standards

<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 149 piece toolkit was advertised in a flyer.
<b>Complaint:</b>	The advertisement was inaccurate because the toolkit consisted of only 141 pieces.
<b>Decision:</b>	The advertiser acknowledged that the toolkit was incorrectly described in the flyer, and that it issued a correction notice to be posted at store level. However, apparently the staff at the Canadian Tire store visited by the complainant either were unaware of the correction notice, or were aware but did not display it. On the basis of the facts, Council found that the advertisement contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	GTA Cancer Screening Network
<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	National
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement in transit shelters showed seven arms, each one progressively darker in colour than the arm above it. A hospital identification bracelet was shown on the wrist of the darkest arm.

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	The corresponding copy read, “Every time you tan your odds increase. Artificial tanning can cause cancer. Is it worth it?”
<b>Complaint:</b>	A special interest group alleged the advertisement was misleading because it implied that all types of artificial tanning can cause cancer.
<b>Decision:</b>	The advertiser stated that the intent of the advertisement was to increase awareness, particularly among young people, that exposure to UV radiation from indoor tanning equipment can increase the risk of melanoma. Council noted that the International Agency for Research on Cancer recently changed its classification of UV emitting tanning devices from “probably carcinogenic to humans” to “carcinogenic to humans”. However, Council found that the advertisement conveyed the overall impression that any artificial tanning method could cause cancer, and that the odds of a person getting cancer increased with his/her use of any of these tanning methods. This would include not only tanning beds, but also sunless tanning products and spray-on tans about which no cause and effect was adduced by the advertiser in relation to cancer. Council, therefore, concluded that the broad, all-inclusive claim made in this advertisement was inaccurate and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a) and (b).
<b>Advertiser's Verbatim Statement:</b>	“At the time that these posters were developed, the term “artificial tanning” was being used by several health organizations in Ontario, including the Canadian Cancer Society and the Ontario Sun Safety Working Group, to describe tanning caused from tanning beds. The World Health Organization refers to the “artificial tanning industry” on their website, while journal articles often differentiate between “natural” or solar UV radiation and “artificial” UV radiation – such as that from tanning beds or lamps. Thus the term “artificial tanning” was deemed appropriate for this awareness-raising campaign. The posters certainly did not mean to imply sunless tanning products, such as spray-on tans or other cosmetics, cause cancer. Thus, while the term “artificial tanning” is one that is understood and used interchangeably with other terms by health organizations and researchers, it may not be as common for members of the general public as per the decision of the Council.”

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Jim Gauthier Pontiac Buick GMC
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Manitoba
<b>Media:</b>	Newspapers

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<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for a liquidation sale, the price of a vehicle was listed as “Now \$6777.”
<b>Complaint:</b>	That the price was misleading.
<b>Decision:</b>	Council found no information in the advertisement that explained what the “Was” price represented. To Council, this information was crucial in order that readers could understand the basis for the advertiser’s comparative claim. Based on the above, Council concluded that this advertisement did not clearly and understandably state all pertinent details of the offer and did not present a disclaimer in a visible or legible manner.
<b>Infraction:</b>	Clauses 1(c) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Power Workers’ Union
<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a special information supplement on the subject of electricity the advertiser claimed that CANDU nuclear reactors were “emission-free.”
<b>Complaint:</b>	A special interest group alleged that the “emission-free” claim was misleading because CANDU reactors generating nuclear-sourced energy in Ontario emit pollutants into the environment.
<b>Decision:</b>	To Council, the general impression conveyed by the term “emission-free” was that CANDU reactors did not emit any emissions of any kind – neither greenhouse gas emissions nor any other type. According to the uncontroverted information cited by the complainant taken from OPG’s 2009

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	application for renewal of its Basic Comprehensive Certificate of Approval for the Darlington nuclear generating facility, numerous different contaminants are emitted into the atmosphere at the four CANDU generating sites in Ontario. Council, therefore, concluded that the unqualified emission-free claim in this advertisement was inaccurate and unsupported.
<b>Infraction:</b>	Clauses 1(a) and (e).
<b>Advertiser's Verbatim Statement:</b>	"The PWU does not agree with or accept the decision of the ASC in this matter, and is, frankly, surprised by it. The ASC's own rules exclude the type of advertising at issue here from the restrictions set out in those rules. More importantly, however, the substance of the PWU's message was and continues to be that CANDU technology is free of greenhouse gas emissions. This is a fact that remains true, and the ASC itself does not deny its truth, nor does the ASC take issue with the fact that the PWU's position is entirely consistent with the positions of both the Government of Canada and the government of Ontario. The ASC's decision amounts to a finding that the PWU should have been clearer in its message, which is a matter of syntax and not substance."
<b>Comment by ASC:</b>	"What the advertiser has characterized as a disagreement over 'syntax' was, in fact, a decision by Council that it is misleading under the Code for an advertiser to categorically promise one thing when, by its own admission, it can only deliver something that is significantly less."

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Shaw Cablesystems G.P.
<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 and in other media, the advertiser claimed that there were "no contracts" associated with its services.

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<b>Complaint:</b>	The complainant alleged that the claim was misleading. There were, in fact, "Terms of Service" shown on the advertiser's website and these governed the provision of the advertised service, including cancellation terms and privileges.
<b>Decision:</b>	The advertiser contended its "no contracts" claim did not convey to consumers the general impression that there were no "terms of service". By claiming "no contracts", the advertiser submitted it intended to convey only that customers were not required to subscribe for a fixed term to obtain the service which was cancellable on and effective on notice, without a penalty or charge. The general impression conveyed to Council, however, was that the advertiser's "Terms of Service" represented a binding, bilateral agreement between Shaw and its subscribers, and that this constituted a "contract" concerning the advertiser's Terms of Service in its entirety. Council found, furthermore, that although customers could cancel on notice, their payment obligation for the cancelled service continued until the end of the then current billing period. Based on the general impression test, Council concluded that "no contracts" claimed in the advertising was misleading.
<b>Appeal:</b>	At an appeal hearing requested by the advertiser, Council's original decision was affirmed.
<b>Infraction:</b>	Clause 1(a).
<b>Advertiser's Verbatim Statement:</b>	"Shaw Cable's terms of service have changed since the date of the complaint to remove the 30 day notice of termination requirement. Customers are now able to cancel services immediately upon providing notice to Shaw Cable. Notwithstanding this change, any service offered 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" by most people. The "No Contracts" claim does not leave the average consumer with the general impression that there will not be reasonable terms of service governing the relationship. Instead, the meaning understood by the public at large, and used throughout the telecommunications industry, is that the phrase "no contracts" means no fixed term contracts, a distinguishing feature compared to some other service providers that may "lock-in" customers for one or more years."
<b>Comment by ASC:</b>	Council understands that other advertisers are also using the term "no contracts" in cases where significant binding "terms of service" exist. While each case is evaluated on its own merits, to Council, binding "terms of service" constitute a contract. Should ASC receive consumer complaints about any such "no contracts" claim, a similar outcome is predictable. As well, ASC will develop an advisory to industry on this important topic.

### Clause 1: Accuracy and Clarity

<b>Advertiser:</b>	Unknown Advertiser
<b>Industry:</b>	Other

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<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement (identified only as a “paid advertisement”) in the Employment & Careers section of a free distribution newspaper, the headline claimed that “9/11 Was An Inside Job”. The advertisement invited readers to ask certain identified American politicians what they knew about it.
<b>Complaint:</b>	The complainant objected to the fact that nowhere in this advocacy advertisement was the identity of the advertiser disclosed.
<b>Decision:</b>	By invitation extended through the newspaper, the advertiser was given the opportunity to respond to Council regarding the complaint, but chose not to do so. The Code provides that if an advertiser fails to respond to a complaint or participate in the Consumer Complaint Procedure, the complaint may be decided in the advertiser’s absence based on the information already in Council’s possession. Council carefully reviewed the information on hand, agreed this was an advocacy advertisement and that the identity of the advertiser should have been disclosed, as required under the Code.
<b>Infraction:</b>	Clause 1(f).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Winnipeg U-Drive
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	Manitoba
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1

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<b>Description:</b>	New 2010 vehicles were advertised for rent. Appearing beside the reference to the model and year of the vehicle were the words “or similar”.
<b>Complaint:</b>	When the complainant attempted to rent a 2010 vehicle from the advertiser, he was provided instead with a 2008 model
<b>Decision:</b>	The advertiser contended that the words “or similar” qualified the offer in the advertisement thereby entitling the advertiser to rent out a 2008 model instead of the advertised 2010 vehicles. Council disagreed with the advertiser, finding it was acceptable to use “or similar” to describe a different but similar make, model or colour of vehicle, but unacceptable if used to describe a car that was one or two years older. Council, therefore, found that the advertisement contained a misleading claim.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b> <b>Clause 3: Price Claims</b>	
<b>Advertiser:</b>	Canadian Tire Corporation, Limited
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Ontario
<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A savings of 50% or more off the regular price of all Christmas toys was promoted in a flyer.
<b>Complaint:</b>	The complainant tried to purchase a particular Christmas toy at one of the advertiser’s stores in Ontario at 50% off the regular price, but was advised by the store manager that the item was not on sale.
<b>Decision:</b>	Council found there was nothing in the flyer to indicate there were any exclusions to the sale. Nor was there anything in the flyer to indicate that the sale was applicable only at participating Canadian Tire stores. Because the complainant could not purchase the toy at the sale price promised in the

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	advertisement, Council found that Canadian Tire's advertisement contained an inaccurate representation about the price of a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a), (b) and Clause 3 (a).

<b>Clause 1: Accuracy and Clarity</b> <b>Clause 3: Price Claims</b>	
<b>Advertiser:</b>	The Glasshouse Nursery & Garden Centre
<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 savings of 60% off all Christmas merchandise was advertised.
<b>Complaint:</b>	The advertiser would not honour the amount of the advertised savings.
<b>Decision:</b>	Based on the undisputed facts, Council found that the advertisement contained an inaccurate representation about the price of a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1(a), (b) and Clause 3 (a).

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<b>Clause 1: Accuracy and Clarity</b> <b>Clause 8: Professional or Scientific Claims</b>	
<b>Advertiser:</b>	Alliance for Life Ontario
<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	Ontario
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	7
<b>Description:</b>	In a television commercial intended by the advertiser to heighten public awareness of the fact that abortions diminish the opportunity for humans to experience life, the advertiser claimed that “up to 25% of your friends, neighbours and relatives are likely missing.”
<b>Complaint:</b>	The complainants alleged that the commercial made misleading statements regarding the number of people who would have lived, had their birth mothers not had abortions.
<b>Decision:</b>	The advertiser submitted that its claims were based largely on Statistics Canada tables regarding induced abortions and live births for the period 1972-2005, and the advertiser’s presumption that if fetuses had survived and not been aborted, a significant number of the live births would have married and had children of their own. Council carefully reviewed all of the material submitted by the advertiser and concluded that the claim that “up to 25% of your friends, neighbours and relatives are likely missing” was not adequately supported. Council did not take issue with or dispute the Statistics Canada data. However, Council was unable to agree with the conclusions the advertiser had extrapolated from that data, in particular as to the number of those fetuses who, if born, would have survived into adulthood, married and had children themselves.
<b>Appeal:</b>	At an appeal hearing requested by the advertiser, Council’s original decision was affirmed.
<b>Infraction:</b>	Clauses 1(a), (e) and 8.

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<b>Clause 1: Accuracy and Clarity</b> <b>Clause 8: Professional or Scientific Claims</b>	
<b>Advertiser:</b>	Mountain Crest Brewing Co.
<b>Industry:</b>	Alcoholic beverages
<b>Region:</b>	Ontario
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial, the advertiser claimed that beer cans are better for the environment than glass beer bottles.
<b>Complaint:</b>	A complainant alleged that the claim was untrue and unsupported.
<b>Decision:</b>	Council carefully reviewed the commercial under Clauses 1(Accuracy and Clarity) and 8 (Professional and Scientific Claims) of the Code. These clauses require that all advertising claims must be supportable and that advertising claims must not imply they have a scientific basis when they do not. In addition, Council applied the Code's Interpretation Guideline #3 - Environmental Claims. This enables Council, when evaluating allegedly misleading environmental claims, to take into account the standards proposed by the Competition Bureau and the Canadian Standards Association in their publication: Environmental Claims: A guide for industry and advertisers. Section 4.4 of that guidance document provides that "An environmental claim that is vague or non-specific or which broadly implies that a product is environmentally beneficial or environmentally benign shall not be used." Council found that the advertiser had an insufficient basis on which to make an environmental superiority claim for cans. This is of particular importance in the Ontario market where, under a very successful recycling program, 99% of refillable beer bottles are returned. Council concluded, therefore, it was misleading for the advertiser to claim that beer cans are environmentally superior to beer bottles.
<b>Infraction:</b>	Clauses 1(a), (e) and 8.

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<b>Clause 1: Accuracy and Clarity</b> <b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Regina Pro-Life
<b>Industry:</b>	Non-commercial - Other
<b>Region:</b>	Saskatchewan
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	2
<b>Description:</b>	An advertisement on the exterior of a city bus read: "Abortion. The Ultimate Child Abuse."
<b>Complaint:</b>	The complainants alleged that the advertisement was not true.
<b>Decision:</b>	The act of having an abortion and that of performing an abortion are not offences per se under the Criminal Code of Canada. In Council's view, it was incorrect and inappropriate to equate a legal medical procedure with extreme child abuse. Council found, therefore, that the unqualified claim made in the advertisement was untrue. Council also found that equating abortion with extreme child abuse, as in this advertisement, both demeaned and disparaged women who have had abortions, thereby bringing them into public contempt.
<b>Appeal:</b>	At an appeal hearing requested by the advertiser, Council's original decision was affirmed.
<b>Infraction:</b>	Clauses 1(a) and 14 (c).

<b>Clause 2: Disguised Advertising Techniques</b>	
<b>Advertiser:</b>	Origin BioMed

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<b>Industry:</b>	Health & beauty - Other
<b>Region:</b>	National
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	An “article” that appeared in a full-page supplement in a daily newspaper extolled the benefits of only one product – Neuragen® – as a treatment for a specified medical condition. The supplement was captioned “A Special Information Supplement”. On the same page, immediately below the article, an advertisement for the same product appeared.
<b>Complaint:</b>	The complainant alleged that the “article” was, in fact, an advertisement and should have been clearly identified as such.
<b>Decision:</b>	Although the article was styled as an “information supplement”, and had the format and appearance of a newspaper article, Council found that the supplement was actually advertising, not “information”, and should have been identified as advertising. Council also found that by failing to clearly identify the supplement as advertising, the advertisement was presented in a manner that concealed the advertiser’s commercial intent.
<b>Infraction:</b>	Clause 2.

<b>Clause 12: Advertising to Children</b>	
<b>Advertiser:</b>	John Robert Powers
<b>Industry:</b>	Leisure Services-Entertainment, sports and leisure
<b>Region:</b>	British Columbia
<b>Media:</b>	Radio

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<b>Complaint(s):</b>	1
<b>Description:</b>	In a radio commercial directed to children between the ages of 6 and 17 the advertiser claimed the first 100 children who texted “star at 2121” on their mobile phones could be become the next superstar.
<b>Complaint:</b>	The complainant alleged that the commercial was inappropriate for children.
<b>Decision:</b>	The overall impression conveyed by this commercial was that children could become stars on a children’s television channel if they were one of the first 100 to send mobile text messages to a certain telephone number. To Council, this exploited a child’s credulity and lack of experience, contrary to the Code.
<b>Infraction:</b>	Clause 12.

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	American Apparel
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	On the advertiser’s website young women were shown in various poses wearing the advertised product – a nylon spandex stretch lace unitard.
<b>Complaint:</b>	The images were highly offensive and inappropriate.
<b>Decision:</b>	It is generally understood that when advertising undergarments, models are often featured in suggestive poses. It is also understood that not all such advertising necessarily contravenes Clause 14 of the Code. In fact, Council found that the majority of the images displayed on the advertiser’s webpage did not raise an issue under Clause 14. However, referring to the slideshow entitled “Faye”, the young model

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	(presumably Faye), appeared to be posed in the advertisement less to demonstrate the unitard's selling features than for the stimulation and gratification of the viewer. Council, therefore, found that the images displayed obvious indifference to conduct or attitudes that offended the standards of public decency prevailing among a significant segment of the population.
<b>Infraction:</b>	Clause 14(d).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Cadbury North America
<b>Industry:</b>	Food
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	As he was exiting a grocery store, a young man was accosted by a large wrestler, who picked him up and hurled him against a vending machine until he spit out the piece of gum he had been chewing. While the young man was lying on the ground, other men arrived on the scene and ran away with the piece of gum. The super at the end of the commercial read: "Spit out your gum or we will find you."
<b>Complaint:</b>	The complainant alleged that the commercial encouraged violence.
<b>Decision:</b>	The overall impression conveyed to Council by this commercial was that it condoned violence. The victim had no idea why he was being attacked and appeared stunned by what had happened. Council found and considered the elements of humour and fantasy in this commercial, and concluded that they did not negate the impression of gratuitous violence.
<b>Infraction:</b>	Clause 14 (b).

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<b>Advertiser's Verbatim Statement:</b>	<p>As a responsible manufacturer and marketer, Cadbury works diligently to ensure its compliance with the Canadian Code of Advertising Standards and with our own Cadbury Marketing Code of Conduct in all of our advertising activity. We believed the Stride gum Eternal Melon Wrestler ad was in full compliance with the Canadian Code of Advertising Standards, given our view that the scenario was intended to be seen as ridiculous and was, in our opinion, unrealistic. Although we are disappointed with the decision, we fully respect the decision of Council, the Canadian Code of Advertising Standards and the self-regulatory process. The ad stopped airing Sunday, March 28, within one week of the Council's decision.</p>
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<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Virgin Mobile Canada
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	38
<b>Description:</b>	<p>Three similar, but different, advertisements in an out-of-home campaign for a wireless phone service featured different couples with angel wings apparently engaging in sexually-suggestive behaviour. A tag line at the bottom of the advertisement read "Hook-up Fearlessly."</p>
<b>Complaint:</b>	<p>The complainants alleged that this advertising in public spaces depicted provocative sexual images, and/or offensively depicted homosexual images, and/or unacceptably depicted sexualized images of angels.</p>
<b>Decision:</b>	<p>To Council, the various depictions of sexual behaviour in connection with the idiomatic phrase "hook up fearlessly" in public space advertising offended prevailing standards of public decency under the Code. The advertising could have been acceptable had it appeared in adult - targeted media, such as magazines that are not intended for viewing by the general public, and in which the depiction of what, in this advertising, appeared to be casual sex is more commonly found. Council, therefore, concluded that, with or without the angels' wings, this advertising appearing in an out-of-home medium contravened the Code.</p>
<b>Infraction:</b>	Clause 14(d).

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### Non-Identified Cases - January 1, 2010 - December 31, 2010

#### Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Automobile Manufacturer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	Several lines of text appeared in a small print super in the final frame of an automobile commercial.
<b>Complaint:</b>	The complainant alleged that the text was illegible.
<b>Decision:</b>	Council agreed with the complainant. The information in the super was not presented in a clearly visible and legible manner as required under the Code. Although much of the information disclosed in the super was legally required under various statutes, it was Council's view that such information should be presented in a type size and style that is readable and on-screen long enough to be understandable. Consumers should not have to look in other media (such as the advertiser's website or newspaper advertising) for a readable version of the same information.
<b>Infraction:</b>	Clause 1(d).

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

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<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	A 2011 model vehicle was advertised at a price that included various options, including a power lift gate.
<b>Complaint:</b>	The advertisement was inaccurate. In fact, the lift gate was only available at an additional cost.
<b>Decision:</b>	The advertiser stated that information regarding the 2010 model, rather than the 2011 model, had been incorrectly posted on the website. Upon learning of the error, the advertiser immediately corrected the advertisement. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim and omitted relevant information about a product.
<b>Infraction:</b>	Clauses 1(a) and (b).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Automotive Service Provider
<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>	The advertiser offered a \$39.99 oil/filter/lube with 27 point inspection, including free fluid top up and a complimentary car wash, upon presentation of the advertisement to the advertiser. Appearing at the

## Ad Standards

	bottom of the advertisement was what looked like a negotiable cheque in the amount of \$39.99, identifying the advertiser as the maker.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the oil change was not free upon presentation of the cheque look-alike.
<b>Decision:</b>	Council understood why the consumer believed that the oil change was free. The advertisement did not make it clear that the look-alike cheque could not be used to pay for the \$39.99 oil/filter/lube service. Council, therefore, found that the advertisement did not clearly state all pertinent details of the offer.
<b>Infraction:</b>	Clause 1(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Communications Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial, the advertiser claimed that a certain quantity of items were available for viewing through an unlimited number of third parties.
<b>Complaint:</b>	The complainant alleged that the quantity cited in the commercial was inaccurate. He also alleged that when he called a third party to order the items, he was told that they were unavailable.
<b>Decision:</b>	Council found that the disclaimer language in the television commercial was not sufficient to alert consumers to the fact that some third parties may be unwilling to provide the items as advertised. Council, therefore, found that the commercial conveyed the inaccurate impression that the items would be available without exception from all third party providers. Council also found the claim regarding the number of available items referred to in the TV commercial was inaccurate.

## Ad Standards

<b>Infraction:</b>	Clause 1(a).
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Financial Institution
<b>Industry:</b>	Financial services
<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a local newspaper a representative of the advertiser promoted the availability of a financial product long after the time when the advertiser stopped offering it to the public.
<b>Complaint:</b>	That the advertisement was misleading.
<b>Decision:</b>	The representative of the advertiser mistakenly ran an outdated advertisement that was no longer valid without obtaining approval from the advertiser. Based on the acknowledged facts, Council found that the advertisement was misleading.
<b>Infraction:</b>	Clause 1(a).

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

## Ad Standards

<b>Industry:</b>	Food
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	Certain healthy ingredients, which were not the principal ingredients, were highlighted in the audio and video portions of a commercial for a pre-packaged food product.
<b>Complaint:</b>	The complainants alleged that the advertisement was misleading because the product's principal ingredients were not mentioned.
<b>Decision:</b>	By highlighting only the healthier product ingredients, the commercial conveyed an erroneous impression about the overall product profile. Council, therefore, found that the commercial contained a misleading representation about a product.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Food Manufacturer
<b>Industry:</b>	Food
<b>Region:</b>	Ontario
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	1

## Ad Standards

<b>Description:</b>	An out-of-home advertisement claimed a potentially beneficial effect of consuming a certain food product.
<b>Complaint:</b>	The complainant alleged that the claim was misleading.
<b>Decision:</b>	The unmistakable impression conveyed by this advertisement to Council was that by simply consuming the advertised product it was possible to prolong one's life. No evidence was provided by the advertiser to support the claim. Council concluded that the broad unqualified claim in this advertisement was misleading.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Hotel
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	British Columbia
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement on the advertiser's website contained a statement that young people under 19 accompanied by their parents were welcome in the hotel's bar.
<b>Complaint:</b>	The complainant alleged the advertisement was inaccurate. Hotel staff did not allow his children in the bar area after 7:00 p.m.
<b>Decision:</b>	The advertiser advised Council that the statement on the website was an oversight, and that provincial liquor licensing legislation prohibited minors in bars after 8:00 p.m. 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>	Motor Vehicle Dealer
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	British Columbia
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser claimed that a car could be yours for a stated amount of money.
<b>Complaint:</b>	The complainant alleged that the claim was inaccurate as taxes were extra.
<b>Decision:</b>	Consumers understand that prices in Canada are generally subject to tax. However, in this instance, the impression communicated to Council by the commercial was that all that one needed to pay was the stated price and absolutely nothing more. Because taxes were extra, the claim was not correct. Council therefore, found 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).

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

## Ad Standards

<b>Region:</b>	Ontario
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement, a charitable organization announced that at its recent telethon it raised a specified and sizeable amount of money.
<b>Complaint:</b>	The complainant alleged that the amount claimed by the advertiser to have been raised during the telethon was inaccurate. In fact, the advertised figure included monies generated through various fundraising events held throughout the year.
<b>Decision:</b>	Based on the acknowledged 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>	Printer
<b>Industry:</b>	Telecommunications - Other
<b>Region:</b>	Saskatchewan
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser claimed all its printing was locally produced.

## Ad Standards

<b>Complaint:</b>	The complaint alleged that the claim was untrue and that the advertisement was misleading.
<b>Decision:</b>	Based on the facts acknowledged by the advertiser, Council found that the advertisement was inaccurate. Council noted that the advertiser promptly corrected the advertising.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Provincial Government Agency
<b>Industry:</b>	Non-commercial - Ads by government
<b>Region:</b>	Alberta
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	A free training program was offered to applicants who met four qualifications listed in the advertisement.
<b>Complaint:</b>	The complainant alleged that although he met the qualifications, he was not accepted into the free program.
<b>Decision:</b>	The unmistakable impression conveyed by the advertisement was that applicants only had to meet the qualifications listed in the advertisement in order to be accepted into the program and receive the training without charge. In fact, there were several additional qualifications and/or restrictions on eligibility for the training program. Because these were not disclosed in the advertisement, Council concluded it omitted relevant information and did not clearly and understandably state all pertinent details of the offer.
<b>Infraction:</b>	Clauses 1(b) and (c).

## Ad Standards

Clause 1: Accuracy and Clarity	
<b>Advertiser:</b>	Rental Service
<b>Industry:</b>	Cars and motorized vehicles – General
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser offered a bonus with the rental of a vehicle from the advertiser at participating airport locations.
<b>Complaint:</b>	The complainant did not receive the promised bonus when renting a vehicle at one of the airports listed in the advertisement.
<b>Decision:</b>	The advertiser acknowledged the error. Based on the facts, Council found that the advertisement contained an inaccurate representation about a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1 (a) and (b).

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

## Ad Standards

<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	In a newspaper advertisement, the advertiser claimed that a particular product cost no more today than it did before the introduction of the Harmonized Sales Tax in BC.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading.
<b>Decision:</b>	Council understood that the purpose of the advertisement was to clarify public misconceptions about the impact of the new HST on the price of a consumer product. However, because many factors affected the price of the advertised product other than the taxation rate, Council found that the unqualified claim was too broad. Council, therefore, concluded that the advertisement omitted relevant information and was inaccurate.
<b>Infraction:</b>	Clauses 1(a) and (b).

<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>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	The features of an innovative new electronics product were highlighted in a commercial.
<b>Complaint:</b>	According to the complainant the commercial did not clearly disclose the fact that a WIFI connection was required to use the product in the manner depicted in the commercial.

## Ad Standards

<b>Decision:</b>	Because the advertised product was new to the Canadian market, in Council's opinion it was essential for the advertising to make it abundantly clear that a WIFI connection was necessary in order to use the unique product features highlighted in the commercial. Although this fact was disclosed in a super in the commercial, it was on screen for an insufficient time to be clearly noticed and read by viewers. Council, therefore, found that the disclaimer was not presented in a manner as to be clearly visible.
<b>Infraction:</b>	Clause 1(d).

<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>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	An advertisement for a GPS device contained a statement that it was configured with full maps of North America.
<b>Complaint:</b>	The complainant alleged that the claim was misleading because the maps did not include Mexico.
<b>Decision:</b>	The advertiser acknowledged that the device had been incorrectly described in the flyer. Based on the facts, Council found that the advertisement contained an inaccurate claim about a product.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
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## Ad Standards

<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>	A laptop with certain specifications was advertised at a specific price.
<b>Complaint:</b>	The complainant could not buy the laptop at the advertised price.
<b>Decision:</b>	The advertisement did not make it clear that the advertised price was simply the starting price for the featured laptop. Nor was it clear which components were included in that price. Council, therefore, concluded that the advertisement did not state all pertinent details of 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>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1

## Ad Standards

<b>Description:</b>	A sofa was advertised at a special price in an online catalogue.
<b>Complaint:</b>	The complainant attempted but was unable to purchase the sofa at the advertised price.
<b>Decision:</b>	Due to a systems error, the product was priced incorrectly online. The advertiser corrected the price upon learning of the error. Based on the acknowledged facts, Council found that the advertised price was inaccurate.
<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>	Newspapers
<b>Complaint(s):</b>	1
<b>Description:</b>	Recreational equipment was advertised at a special price in a newspaper advertisement.
<b>Complaint:</b>	When the complainant attempted to purchase the product she found it was unavailable as depicted in the photograph in the advertisement.
<b>Decision:</b>	The disclaimer "some items shown are optional" should have been, but was not, included in the advertisement. Based on the acknowledged facts, Council found that the advertisement was inaccurate.
<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>	National
<b>Media:</b>	Radio
<b>Complaint(s):</b>	1
<b>Description:</b>	In a radio commercial, a retailer of luxury products claimed that its products were superior in quality and cost less than those sold by its competitors.
<b>Complaint:</b>	That the claims were misleading.
<b>Decision:</b>	Council found that the comparative claims were unsubstantiated by the information submitted to it by the advertiser. As a result, Council found that the commercial contained misleading claims about a product, and unfairly discredited and disparaged other products and services.
<b>Infraction:</b>	Clauses 1 (a); (d); and Clause 6.

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

## Ad Standards

<b>Media:</b>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A media player was advertised as capable of storing 1 terabyte of movies, images and music.
<b>Complaint:</b>	The complainant alleged the advertisement was misleading because, to exercise this capability, an external hard drive had to be purchased at an extra cost. This fact was not disclosed in the advertisement.
<b>Decision:</b>	The advertiser acknowledged that, unintentionally, there was an error in the in-store flyer. Upon learning of the error, the advertisement was corrected. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim and omitted relevant information about a product.
<b>Infraction:</b>	Clauses 1(a) and (b).

<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 from a hardware retailer, a free power tool was offered with the purchase of another power tool made by a specified manufacturer.
<b>Complaint:</b>	Two tools, not one, had to be purchased in order to obtain the free product.

## Ad Standards

<b>Decision:</b>	The advertiser acknowledged that an error had been made inadvertently in the flyer. Based on the facts, Council found that the advertisement contained an inaccurate representation about a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1 (a) and (b).

<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>	Point-of-Sale
<b>Complaint(s):</b>	1
<b>Description:</b>	A "Buy 2 Get 1 Free" promotion was advertised on in-store and exterior banners.
<b>Complaint:</b>	The complainant alleged that the claim was misleading, as some products were excluded from the promotion.
<b>Decision:</b>	Council found that the advertisement should have disclosed those limitations. Because it did not, Council concluded that the advertisement omitted relevant information.
<b>Infraction:</b>	Clause 1(b).

## 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>	In a small advertisement in a flyer a personal video recorder (PVR) was advertised at a special price after instant rebate. In extremely small print below the price, a disclaimer read, "See in store for details".
<b>Complaint:</b>	The advertisement failed to state that the special price was available only to new customers.
<b>Decision:</b>	To Council, the disclaimer was not sufficient to alert consumers to the fact that there was an important limitation to the offer i.e., that only new customers could buy the PVR at the advertised price. Council, therefore, concluded that the advertisement contained a misleading representation about the price of a product and did not state all pertinent details of the offer in a clear and understandable manner.
<b>Infraction:</b>	Clauses 1 (a) and (c).

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

## Ad Standards

<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	In a television commercial, the advertiser claimed its outlets were open during specific hours.
<b>Complaint:</b>	The complainant alleged that some outlets were not open at the times stated in the advertisement.
<b>Decision:</b>	The overwhelming impression conveyed by the commercial was that all of the advertiser's outlets, without exception and regardless of location, were open during the hours stated in the commercial. Because some were not, Council found that the commercial contained an inaccurate claim.
<b>Infraction:</b>	Clause 1(a).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other
<b>Region:</b>	Ontario
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	The advertiser claimed it had a 90% success rate in treating a specific physical condition.
<b>Complaint:</b>	The complainant alleged that the claim could not be substantiated and was misleading.
<b>Decision:</b>	In the absence of any substantiation for the claim from the advertiser, Council found the advertisement was misleading.

## Ad Standards

<b>Infraction:</b>	Clauses 1(a) and (e).
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<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Company
<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A television commercial for a new service demonstrated the features and benefits of the service.
<b>Complaint:</b>	The complainant alleged that the commercial was misleading.
<b>Decision:</b>	Although the advertisement conveyed the general impression that the offer had few limitations, the offer was subject to important limitations and qualifications. These were disclosed not in a commercial, but, rather, on the advertiser's website, and contradicted the general impression conveyed by the advertisement. Council, therefore, found that this advertisement did not clearly state all pertinent details of the offer and was misleading.
<b>Infraction:</b>	Clauses 1(a) and(c).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Telecommunications Company

## Ad Standards

<b>Industry:</b>	Other
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for a telecommunications service plan, the cost of the plan was stated at a specific rate.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading.
<b>Decision:</b>	Council agreed with the complainant, finding that the advertising conveyed the general impression that the offer was unconditional. In fact, very important qualifications to the offer appeared in small print footnotes. The limitations should have been prominently disclosed on the main page in close proximity to the claim. Because they were not, Council found that the advertisement was misleading and did not present all details of the offer in a clear and understandable manner. Council also found that the disclaimer language contradicted the main message in the advertisement.
<b>Infraction:</b>	Clauses 1(a), (c) and (d).

<b>Clause 1: Accuracy and Clarity</b>	
<b>Advertiser:</b>	Travel Agency
<b>Industry:</b>	Leisure services - Travel services
<b>Region:</b>	National
<b>Media:</b>	Digital - Display ads
<b>Complaint(s):</b>	1

## Ad Standards

<b>Description:</b>	A vacation was advertised at a specified price for one passenger with the second passenger travelling free.
<b>Complaint:</b>	The complainants alleged that the advertisement was misleading.
<b>Decision:</b>	The advertisement conveyed the impression that one customer travelling with a second person would be required to pay only a single fare at the price quoted in the advertisement. This was not the case. The prices quoted in the advertisement were per person prices. Council, therefore, concluded that the advertisement contained an inaccurate price claim.
<b>Infraction:</b>	Clause 1(a).

<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>	Brochures/leaflets/flyers
<b>Complaint(s):</b>	1
<b>Description:</b>	A camera was advertised in a flyer at "\$179.99 after savings." Immediately above the sale price, the phrase "Save \$50" was printed, implying the regular price was \$229.99. When the complainant visited the local retail outlet, he found the camera advertised at the same sale price, but the regular price was listed as \$199.99.
<b>Complaint:</b>	That the regular price was inaccurately advertised.
<b>Decision:</b>	After carefully comparing the in-store price claim with the price that was advertised in the flyer, Council agreed with the complainant and found that the regular price of \$229.99 was an inaccurate claim.
<b>Infraction:</b>	Clause 1(a) and Clause 3(a).

## Ad Standards

<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>	1
<b>Description:</b>	A video game was advertised at a price that represented a saving of 50% off the original price.
<b>Complaint:</b>	The price quoted in the advertisement actually represented a saving of 40%.
<b>Decision:</b>	The advertiser acknowledged that the price was incorrectly stated in the advertisement, although the error was corrected midday on the day it first appeared. Based on the facts, Council found that the advertisement contained an inaccurate representation about the price of a product and omitted relevant information.
<b>Infraction:</b>	Clauses 1 (a), (b); and Clause 3 (a).

<b>Clause 7: Testimonials</b>	
<b>Advertiser:</b>	Service Provider
<b>Industry:</b>	Other

## Ad Standards

<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	People were featured in a television commercial giving personal testimonials about a service to which they subscribed.
<b>Complaint:</b>	The complainant alleged that the advertisement was misleading because the testimonials were given by US, not Canadian customers.
<b>Decision:</b>	In fact, the service available to Canadians was more limited than the one available to US customers. Council found that the experience of the US testimonial givers did not apply equally to the Canadian service. Council, therefore, found that the commercial contravened the Code because the testimonials were not based on adequate information about, or experience with the advertised Canadian service.
<b>Infraction:</b>	Clause 7.

<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>	Upon finding themselves in an unexpectedly dangerous encounter with a wild animal, the vacationers in this commercial ran away.

## Ad Standards

<b>Complaint:</b>	That the commercial depicted a potentially unsafe and dangerous response, in direct contrast to the action that experts recommend be taken in similar circumstances.
<b>Decision:</b>	Recognizing that the advertiser did not intend to depict or recommend an unsafe reaction with potentially dangerous consequences, Council found that the commercial did, in fact, depict, whether intentionally or otherwise, a situation that might reasonably be interpreted as encouraging unsafe practices.
<b>Infraction:</b>	Clause 10.

<b>Clause 10: Safety</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	3
<b>Description:</b>	An individual was pictured on the hood of a moving car while attempting to reach out to another vehicle that was speeding ahead of her.
<b>Complaint:</b>	The complainant alleged that commercial encouraged unsafe and dangerous acts.
<b>Decision:</b>	Council found that the act depicted in the commercial was unsafe, dangerous and highly appealing and tempting to a younger audience. Council concluded, therefore, that the commercial contravened the Code by depicting a situation that might reasonably be interpreted as encouraging unsafe and dangerous acts. Council found that the humorous elements were in themselves appealing to a younger audience and insufficient to overcome the impression of reckless disregard for safety.
<b>Infraction:</b>	Clause 10.

## Ad Standards

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	Consumer Product Manufacturer
<b>Industry:</b>	Food
<b>Region:</b>	Quebec
<b>Media:</b>	Audio Visual - Traditional television
<b>Complaint(s):</b>	1
<b>Description:</b>	A man was shown in a deserted area suddenly surrounded by a group of people who repeatedly hit him until he fell to his knees on the ground.
<b>Complaint:</b>	The complainant alleged that the commercial encouraged violence.
<b>Decision:</b>	Despite its humorous elements, the scenario conveyed the impression to Council of condoning violence.
<b>Infraction:</b>	Clause 14 (b).

Clause 14: Unacceptable Depictions and Portrayals	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	British Columbia
<b>Media:</b>	Digital - Display ads

## Ad Standards

<b>Complaint(s):</b>	1
<b>Description:</b>	In an advertisement for a consumer product that showed a young man smoking a cigarette, the copy included language that referred to using marijuana.
<b>Complaint:</b>	That the advertisement encouraged marijuana use.
<b>Decision:</b>	The visual of the young man who appeared to be smoking marijuana combined with the language in the copy that referred to marijuana use conveyed the overall impression to Council that the advertisement condoned the use of marijuana. Council, therefore, found that the advertisement exhibited obvious indifference to unlawful behaviour.
<b>Infraction:</b>	Clause 14(b).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	National
<b>Media:</b>	Out-of-Home - Billboard, Poster, Transit
<b>Complaint(s):</b>	68
<b>Description:</b>	Women were depicted in very provocative poses in two out-of-home advertisements for a line of clothes.
<b>Complaint:</b>	The manner in which the women were depicted in these billboards was unacceptable for public display.
<b>Decision:</b>	Although advertising for clothing is often sexy and provocative, to Council the two complained-of advertisements overstepped the line of acceptability provided in the Code by being displayed on outdoor billboards to which persons of all ages and sensibilities were exposed. Council, therefore, found that the advertisements displayed obvious indifference to conduct or attitudes that offended the standards of public decency prevailing among a significant segment of the population. Council noted that the

## Ad Standards

	advertising could have been acceptable had it appeared in adult-targeted media, such as fashion magazines that are not intended for viewing by the general public.
<b>Infraction:</b>	Clause 14(d).

<b>Clause 14: Unacceptable Depictions and Portrayals</b>	
<b>Advertiser:</b>	Retailer
<b>Industry:</b>	Retail (Supermarkets, Dept stores etc.)
<b>Region:</b>	Quebec
<b>Media:</b>	Newspapers
<b>Complaint(s):</b>	3
<b>Description:</b>	In an advertisement on the back cover of a free-distribution newspaper, a young woman on her hands and knees was posed in very revealing undergarments.
<b>Complaint:</b>	The woman was presented as a sex object in the advertisement.
<b>Decision:</b>	Council agreed that the depiction of the young woman in this advertisement degraded and objectified women.
<b>Infraction:</b>	Clause 14(c).