

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2011. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2011 - December 31, 2011

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	7-Eleven Canada Inc.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	2
Description:	An advertisement for a prepaid phone bundle stated that customers who signed up to purchase a bundle of three hundred minutes would receive two hundred airtime minutes without charge.
Complaint:	The complainants alleged it was misleading for the advertiser not to clarify that the two hundred "free" minutes were already included in the basic three hundred minutes.
Decision:	The advertiser acknowledged that the correct information had been inadvertently omitted from the advertiser's webpage. Based on the facts, Council concluded that the original advertisement omitted relevant information.
Infraction:	Clauses 1(b) and (c).

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

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Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	The website contained a “Best Price Guarantee”, which stated that the advertiser would refund the difference if a lower advertised price was found for the identical item.
Complaint:	The complainant alleged the advertisement was misleading because the advertiser would not honour the guarantee in connection with the phone he wished to purchase.
Decision:	The advertiser claimed the Best Price Guarantee did not apply because the guarantee appeared on a different part of the website than the advertised brand of phone. To Council, if the advertiser intended to exclude certain brands of products from the guarantee, then this fundamental fact should have been, but was not, clearly disclosed.
Infraction:	Clauses 1(a) and (b)

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A Week-Long Super Sale was promoted in a flyer. While the end date of the sale was provided in the flyer, the start date was not.

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Complaint:	The complainant visited one of the advertiser's stores on the day he received the flyer, but store staff would not honour the advertised sale prices, as the sale had not yet started.
Decision:	To Council, it was understandable and reasonable for the consumer to assume that the advertiser would honour the sale prices in the flyer on the day he received it, unless otherwise stipulated. Council, therefore, found, in this case, that by not including the start date of the sale, the advertisement did not clearly state all pertinent details of the offer.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity	
Advertiser:	Dell Canada
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A computer system was advertised at a special price.
Complaint:	The advertised model was not available.
Decision:	Council was told by the advertiser that it was unable to fill customers' orders for the advertised system because it unexpectedly ran out of parts. Based on the facts, Council found that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

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Clause 1: Accuracy and Clarity	
Advertiser:	Extreme Fitness
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	National
Media:	Digital - Display ads
Complaint(s):	2
Description:	Advertisements for club memberships read: "No Annual Contract. Only \$6 per month. No extra fees. No excuses." The words "Only \$6 per month" were printed in very large, bold type. Language in a disclaimer at the bottom of the advertisement read: "\$6 Per Month-No Long Term Obligation offer based on two month prepaid membership. No Obligation month to month membership available after the initial two months."
Complaint:	The complainants alleged that the advertisement was misleading because they were required to sign a contract in order to get the six dollar rate for the first two months.
Decision:	The advertiser did not respond to Council's request for comments on the merits of the complaints. To Council, the advertisement conveyed the general impression that consumers would not have to pay a membership fee of more than six dollars per month and that no annual contract was required. However, based on the experience of the consumers who complained, this appeared not to be the case. Council, therefore, found that the advertisement was misleading and did not state all pertinent details of the offer in a clear and understandable manner. Council also found that the disclaimer contradicted the main message of the advertisement.
Infraction:	Clauses 1(a), (c) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Frank Stollery Limited

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Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	A retailer advertised a “Summer Sale at 40 – 70% off. All Men’s and Women’s Wear.”
Complaint:	The store would not discount the prices on shirts the complainant wanted to purchase because they were not “summer” merchandise.
Decision:	To Council, the word “summer” as it was used and appeared in this advertisement described only the time of the sale (i.e. summer months). The advertiser’s position, however, was that the stated price discounts were intended to apply to summer merchandise and nothing else. Because the advertisement failed to state that the advertised savings related to summer merchandise only, Council found the advertisement was inaccurate and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Future Shop
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1

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Description:	An advertisement for a video game promotion offered “Buy 1 Get 1 Free. 23 to Choose From.”
Complaint:	When the complainant attempted to purchase a particular game, sales staff at the advertiser’s store told him that the game was not included in the promotion.
Decision:	According to the evidence, the video game the complainant wanted to buy was, in fact, included in the promotion on the advertiser’s website. Council concluded that because the store would not honour the offer as advertised, the advertisement contained an inaccurate representation.
Appeal:	On an appeal by the advertiser, the Appeal Panel confirmed Council’s original decision.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity

Advertiser:	Novotel Ottawa
Industry:	Leisure services - Travel services
Region:	Ontario
Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website the advertiser offered double Aeroplan reward miles upon booking a hotel stay.
Complaint:	The advertiser would not provide the reward miles as advertised.
Decision:	Through the complainant, Council understood that the hotel was unable to provide the advertised bonus miles because it had stopped partnering with Aeroplan. Based on the facts, Council found that the advertisement was misleading.

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Infraction:	Clause 1(a).
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Clause 1: Accuracy and Clarity	
Advertiser:	Shoppers Drug Mart
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A case of bottled water was advertised at a special low price.
Complaint:	The advertiser would not honour the advertised price.
Decision:	In its response to Council the advertiser acknowledged that although the supply of the advertised bottled water ran out before the sale ended, the complainant should have been offered his choice of either a raincheck or a make-good at the special price as advertised. However, staff at the store the complainant visited did not give the complainant either option. Council found, therefore, that the advertisement was inaccurate and omitted relevant information, i.e. that quantities were limited.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Stokes International

Ad Standards

Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website, a uniform supplier claimed that it provided customized name bars.
Complaint:	The complainant alleged that advertiser could not fulfil his order for a customized name bar.
Decision:	Based on the available evidence, the option of customized font styles was not made available as advertised. Council, therefore, found that the advertisement contained a misleading claim regarding the availability of a product or service.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity

Advertiser:	Student Price Card
Industry:	Other
Region:	British Columbia
Media:	Other (please specify)
Complaint(s):	1
Description:	A discount card offered “10% off regular and sale merchandise” at participating retailers that were identified on the card. An asterisk beside most retailers’ names directed readers to a disclaimer stating

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	“restrictions may apply.” However, no asterisk and no disclaimer appeared beside the name of the retailer from which the complainant tried to obtain the 10% discount.
Complaint:	The identified retailer would not give the advertised discount on sale items.
Decision:	The general impression conveyed to Council by the advertising was that the 10% discount applied to both regular and sale items, without restrictions or limitation. Since that was not the case, Council found that the advertising contained an inaccurate claim, omitted relevant information, and did not clearly and understandably state all pertinent details of the advertised offer.
Infraction:	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Sunwing Vacations Inc.
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an online advertisement, the advertiser promoted an oceanview vacation package at an identified resort.
Complaint:	According to the complainant and confirmed by staff at the resort, no rooms were available at the resort with an oceanview.
Decision:	The advertiser explained in its response to Council that the contract between Sunwing and the resort entitled Sunwing to sell Junior Suites “with oceanview (full or partial).” The advertiser also directed Council to Sunwing’s terms and conditions, which stated that “not all rooms with oceanview will offer a full or direct view of the ocean.” For people who are thinking of buying a vacation package at a resort, whether or not a room has a view of the ocean can be a very important consideration. To Council, it was misleading to advertise an “oceanview” room that does not offer any view of the ocean. This was an important limitation that should have been clearly disclosed within the

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	advertisement itself and not elsewhere among terms and conditions for which a potential purchaser must search in order to be fully and properly informed. Council, therefore, found that the advertisement was misleading, omitted relevant information and did not state all pertinent details of the offer in a clear and understandable manner.
Appeal:	On an appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clauses 1(a), (b), and (c).
Advertiser's Verbatim Statement:	"Sunwing Vacations maintains that the advertisement was neither false nor misleading. The Complaint was based on the false statement that the hotel does not have oceanview rooms; Sunwing proved the existence of oceanview rooms. Furthermore, a customer must acknowledge that s/he has read and understood the Terms and Conditions of booking where it clearly states "Ocean view rooms can consist of a full or partial view of the ocean and can differ by property." This statement also alerts the customer to the potential for vegetation growth. Sunwing adheres to consumer protection regulations regarding disclosure of terms and conditions to consumers. 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."

Clause 1: Accuracy and Clarity	
Advertiser:	Virgin Mobile
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	On the advertiser's website iPhones were advertised at "Only \$99 with no term contracts." On a separate page, the following price information for a particular iPhone was provided: "Virgin Mobile Supertab. 3 Yr. 30 Day. Retail Price: \$659.99. On your Virgin Mobile Supertab: \$560.00. Get it for only \$99. Pay Now: \$99.99."
Complaint:	That the claim was misleading because the phone could not be purchased as advertised.

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Decision:	The advertiser did not respond to Council's request for comments on the merits of the complaint. Notwithstanding many attempts to try to understand the advertiser's message found on its webpages, Council found the advertisement was incomprehensible. Council concluded, therefore, that the advertisement did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	Christmas lights were advertised in a flyer at \$12.99.
Complaint:	The advertiser would not honour the advertised price.
Decision:	The advertiser acknowledged that the advertised price was inaccurate. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate price claim.
Infraction:	Clauses 1(a) and 3 (a) Price Claims

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
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Advertiser:	Productgrabber.com
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A men's watch was advertised at a price that was "90% off." Adjacent to the price in the online advertisement was the statement "Comparable Value \$300.00."
Complaint:	The complainant alleged that that the savings claim was highly exaggerated and misleading.
Decision:	Council found nothing in the advertisement that substantiated the 90% savings claim or explained the basis for the "Comparable Value" claim; nor did the advertiser provide any substantiation for the claim. As a result, Council also found that the unqualified price claim in the advertisement overstated the price at which the watch was otherwise generally available at retail. Council concluded, therefore, that the advertisement contained an unsubstantiated and misleading price claim.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity
Clause 3: Price Claims

Advertiser:	Shoppers Drug Mart
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National

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Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	An ointment was advertised in a flyer for \$1.99.
Complaint:	The complainant alleged that the advertised price was inaccurate.
Decision:	The advertiser acknowledged that an inadvertent error had been made whereby the incorrect price of \$1.99 was stated in the flyer when, in fact, the actual price was \$32.99. The advertiser advised Council that although a correction notice was sent by Shoppers' central office to its retail stores, the correction notice was not posted at the store visited by the consumer. Based on the facts, Council found that the advertisement contained an inaccurate price claim.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity	
Clause 4: Bait and Switch	
Advertiser:	Dealfind.com
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A banner advertisement for "70% off Best Burgers" appeared on various websites.
Complaint:	The complainant alleged the advertisement was misleading because the discount was not available when he saw the advertisement.

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Decision:	According to the advertiser, such advertisements were intended to entice users about deals that either existed or ran with (the advertiser) in the past, or were in the pipeline to run in the near future. However, the advertiser could not provide any assurance that such a deal actually existed at the time the advertisement appeared. Council, therefore, found that the advertisement was false and deceptive, and misrepresented the consumer's opportunity to purchase the product.
Infraction:	Clauses 1(a) and 4.

Clause 1: Accuracy and Clarity Clause 4: Bait and Switch	
Advertiser:	Dealfind.com
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A coupon for an \$11.00 steak and lobster dinner was advertised on a social media site.
Complaint:	The advertisement was misleading because the discount was not available when the complainant saw the advertisement.
Decision:	According to the advertiser, although a steak and lobster discount may not have been available on the day the consumer saw the advertisement, there would likely be one in the near future. However, the advertiser could not provide any assurance that such a deal existed at the time the advertisement appeared. Council, therefore, found that the advertisement was false and deceptive. Council also found that the advertisement misrepresented the consumers' opportunity to purchase the product.
Infraction:	Clauses 1(a) and 4.

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Clause 1: Accuracy and Clarity Clause 5: Guarantees	
Advertiser:	iTravel 2000
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website the advertiser promised “If you find a lower price elsewhere, call us and we’ll beat it.”
Complaint:	The complainant alleged that the advertiser would not match the price of a flight found on a competitor’s website.
Decision:	To Council, the guarantee was very broad and the conditions that were disclosed in a footnote did not apply to flight-only bookings such as the one requested by the complainant. Council concluded that because the advertiser did not match the lower price as promised in its advertising, the advertisement omitted relevant information and did not clearly and understandably state all pertinent details of the offer. Council also found that the advertisement was deceptive in that it did not fully explain the conditions and limits of the advertised guarantee.
Infraction:	Clauses 1(b), (c) and 5.

Clause 1: Accuracy and Clarity
Clause 5: Guarantees

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Advertiser:	Meena Cleaners
Industry:	Other
Region:	Ontario
Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website a dry cleaner listed “your satisfaction guaranteed” as one of ten reasons to use its services.
Complaint:	The complainant alleged that the guarantee was false and misleading because the cleaner would not compensate her for the severe damage to her silk garment caused by the dry cleaner.
Decision:	The advertiser failed to provide any response to the complaint despite receiving several opportunities to do so from ASC. Council, therefore, had to rely on the complainant’s uncontradicted version of the facts which were that the cleaner damaged the complainant’s garment and did not fix it to her satisfaction. Council concluded that the unqualified guarantee of satisfaction was deceptive.
Infraction:	Clauses 1(a), (b), (c) and Clause 5.

Clause 1: Accuracy and Clarity	
Clause 11: Superstition and Fears	
Advertiser:	Toronto Cosmetic Clinic
Industry:	Other
Region:	Ontario
Media:	Radio

Ad Standards

Complaint(s):	1
Description:	In a radio commercial the advertiser promoted cosmetic surgery to enhance women's "most private places" and claimed that this was "a problem that most women have but are too embarrassed to talk about."
Complaint:	The complainant alleged that advertisement was misleading and also was an unhealthy message for young women.
Decision:	The advertiser did not respond to ASC's several requests for the advertiser's comments on the merits of the complaint. Council found that the claim this "is a problem most women have" could not be substantiated and was misleading. Council also found that the commercial played upon women's fears of having an unattractive body.
Infraction:	Clause 1(a) and Clause 11.

Clause 1: Accuracy and Clarity Clause 12: Advertising to Children	
Advertiser:	John Robert Powers
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	British Columbia
Media:	Radio
Complaint(s):	1
Description:	A radio commercial invited children between the ages of 6 and 17 to call the advertiser if they wanted to be on the Disney Channel or in a television program. If they were one of the first 200 callers, they could become the next superstar.
Complaint:	The complainant alleged that the commercial was misleading.

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Decision:	The clear impression conveyed to Council by the commercial was that children ages 6-17 were invited to audition for a chance to appear on the Disney Channel or in a television program. In reality, the advertised event was an information session about the John Robert Powers acting school and not an audition at all. Council, therefore, found that the commercial was misleading and also exploited children's credulity and lack of experience.
Infraction:	Clauses 1(a) and 12.

Clause 1: Accuracy and Clarity Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Institute for Canadian Values
Industry:	Non-commercial - Other
Region:	National
Media:	Television, Internet
Complaint(s):	12
Description:	A television commercial featured a young girl who stated in voice over "Don't confuse me. I am a girl. My teachers are leading me to question if I am a boy, or transgendered, or transsexual, or intersexed or two spirited." Included in the commercial were excerpts, which, according to the advertiser, were from the Toronto District School Board's curriculum. In a voice-over at the end of the commercial, viewers were invited to visit a website to sign a petition to stop corrupting children.
Complaint:	That the commercial misrepresented the Toronto District School Board's curriculum and was demeaning to the gay, transgendered and lesbian communities
Decision:	Based on the general impression conveyed by the commercial, Council found the advertisement contained inaccurate and misleading representations regarding the Toronto District School Board's curriculum. Council also found that the commercial was demeaning to and disparaging of identifiable persons or groups of persons, and in the result, undermined human dignity.
Infraction:	Clauses 1(a) and 14 (c) and (d).

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Clause 3: Price Claims	
Advertiser:	eBay Canada
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Two different bracelets were advertised on the Big Deal section of the advertiser's website at prices that represented savings of 84% and 88%, respectively. A statement at the end of the Big Deal section read: "We compared the selling price for the featured Big Deal item on eBay to the MSRP [Manufacturer's Suggested Retail Price] for the item at retail. We then calculated the price difference to show savings percentage."
Complaint:	The complainant alleged that the savings claims were exaggerated and could not be substantiated.
Decision:	In its response to Council, the advertiser explained that the MSRP is taken from the manufacturer's website or from competitive retail sites. In some cases, the advertiser relies on the seller's word to determine the appropriate MSRP. In Council's opinion, the Big Deal advertisements conveyed the impression that the advertised products were ordinarily and regularly sold at the advertised MSRP and that buying the products at the prices advertised on eBay would generate a savings of the magnitude claimed in the advertisement. However, in this case, eBay could not substantiate that the MSRP claimed by the seller was the price at which the advertised products were ordinarily and regularly sold. Council, therefore, found that the savings claims could not be substantiated and represented unrealistic price comparisons.
Infraction:	Clause 3(a).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Fluid Hair Salon

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Industry:	Other
Region:	Alberta
Media:	Digital - Display ads
Complaint(s):	56
Description:	An advertisement for a hair salon on the advertiser's website depicted a well dressed woman with a black eye seated on a couch. Behind the couch stood a man holding a necklace. The headline read "Look good in all you do."
Complaint:	That the advertisement condoned violence against women.
Decision:	In its response to Council, the advertiser stated that its advertisement was intended to portray women as strong individuals in the face of adversity, and to stimulate conversation within the Fluid Hair Salon community. To Council, the image of the woman with a black eye, together with words "Look good in all you do" conveyed the message that women should look good regardless of the physical abuse they may suffer. While Council accepted that it may not have been the advertiser's intention to do so, to Council, the advertisement had the effect of trivializing violence against women. Council, therefore, found that the advertisement exhibited obvious indifference to unlawful behaviour and attitudes that offended standards of decency among a significant segment of the population.
Infraction:	Clauses 14 (b) and (d).

Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	K-97 Classic Rock
Industry:	Telecommunications - Other
Region:	National
Media:	Out-of-Home - Billboard, Poster, Transit

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Complaint(s):	10
Description:	A billboard advertisement for a radio morning show featured a close-up of a woman wearing a tight t-shirt. Printed across the chest of her t-shirt were the words "Pray For More Rain."
Complaint:	That the advertisement demeaned women.
Decision:	Council found that focusing on a woman's breasts in an advertisement for a radio morning show that had no connection to women's sexuality was both gratuitous and objectified women. Council concluded, therefore, that this advertisement demeaned and denigrated women and encouraged, gratuitously and without merit, attitudes that offended standards of decency among a significant segment of the population.
Infraction:	Clauses 14 (c) and (d).

Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Productions Playground – Bal en Blanc
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	Advertisements for an electronic music event depicted unmistakable images of a man ejaculating, another urinating, and a woman masturbating.
Complaint:	The images were vulgar, offensive and indecent.
Decision:	Council found that this campaign was degrading to men and women and offended standards of public decency prevailing among a significant segment of the population.

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Infraction:	Clause 14(d).
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Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Virgin Radio
Industry:	Telecommunications - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	8, plus a petition with 100 signatures
Description:	An out-of-home advertisement for a radio station featured a musical star – Usher, with the tagline “Shirt On: OMG. Shirt Off: OMFG.”
Complaint:	The language used in the advertisement was highly offensive and contravened standards of public decency.
Decision:	Council understood that the acronym “OMFG” is commonly used by the youth demographic targeted by the Usher advertisement. However, the context and the content of the advertisement and the audience actually, or likely to be reached by the advertisement and the medium used to deliver the advertisement are relevant factors that must be taken into account in assessing conformity with the Code. To Council, it crossed the line of acceptability under the Code to use this acronym in an out-of-home advertisement to which persons of all ages, religious beliefs and sensitivities are exposed. Council therefore, found that the advertisement displayed obvious indifference to conduct or attitudes that offended standards of public decency prevailing among a significant segment of the population.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clause 14(d).

Ad Standards

Non-Identified Cases - January 1, 2011 - December 31, 2011

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Airline
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an email advertisement, 10% off online bookings was offered. Various vacation packages were featured below the savings offer.
Complaint:	The complainant alleged the advertisement was misleading because the savings did not apply to vacation packages.
Decision:	From the advertisement, it appeared to Council that the discount applied to both online flight bookings and to vacation packages. Council, therefore, found that the advertisement was misleading and omitted relevant information (that the savings applied to flights only).
Infraction:	Clauses 1(a) and (b)

Clause 1: Accuracy and Clarity	
Advertiser:	Airline
Industry:	Leisure services - Travel services

Ad Standards

Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an online advertisement, flights between Canadian cities were advertised at special sale prices.
Complaint:	No seats were available at these prices on the day and time of the flight the complainant wanted to book.
Decision:	The advertiser acknowledged there was an error in its price advertisement due to a systems error which the advertiser corrected immediately upon learning of it. Based on the acknowledged facts, Council concluded that the advertisement contained an inaccurate representation about the availability of the flights.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	Alberta
Media:	Newspapers
Complaint(s):	1
Description:	A model of vehicle was advertised at a special price during an inventory clear out sale.
Complaint:	The advertised model was not available at any dealer the complainant visited during the sale period.

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Decision:	There was no language in the advertisement alerting consumers to the fact that dealers may have limited quantities of the advertised models. Council concluded that the advertisement made an inaccurate claim about the availability of the product and omitted relevant information (that quantities were limited).
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	A car lease was advertised as requiring \$0 down payment.
Complaint:	The complainant alleged that the advertisement was misleading. In fact, various payments, including the first month's payment, was required upon signing the lease.
Decision:	While the payments required upon signing were disclosed in a footnote to the advertisement, Council concluded that the information in the footnote contradicted the most prominent message, i.e., "no down payment".
Infraction:	Clause 1(d).

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Clause 1: Accuracy and Clarity	
Advertiser:	Builder
Industry:	Real estate services
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	An advertisement for a proposed new development contained an illustration of a tall condominium tower, and invited readers to “pre-register.”
Complaint:	The complainant alleged that the advertisement was misleading because rezoning to permit construction of the development had not yet been obtained from the municipality.
Decision:	To Council, the advertisement conveyed the impression that the condominium development had received all necessary approvals from the local municipality in order to commence construction of the condominium as pictured in the advertisement. In fact, at the time the advertisement appeared no application had yet been submitted to amend the applicable zoning by-law to permit a development of the size shown in the advertisement. Council, therefore, found that the advertisement was misleading and omitted relevant information. The advertiser agreed to appropriately amend the advertising and not run the amended version until after the zoning application was submitted.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Consumer Product Manufacturer
Industry:	Retail (Supermarkets, Dept stores etc.)

Ad Standards

Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	How a cosmetic product could perform was dramatically depicted in a commercial.
Complaint:	The complainant alleged that the depiction was highly exaggerated and the effects could not be duplicated by consumers using the product at home.
Decision:	The commercial contained supers stating that the depiction was dramatized and that the effects were enhanced in post-production. Council, nevertheless, found that the commercial exaggerated the effects that consumers could achieve by using the advertised product and concluded that the commercial made an inaccurate representation about the performance of the product. The advertiser replaced the commercial before the complaint was adjudicated by Council.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Consumer Product Manufacturer
Industry:	Household goods - Other
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a province-wide television commercial, the advertiser advised viewers that they would be receiving a coupon for a free product.

Ad Standards

Complaint:	The complainant alleged that he did not receive the coupon as promised in the commercial.
Decision:	The advertiser acknowledged that it had experienced problems with distribution and that, in fact, the coupon was not available in some areas of Quebec. Based on the facts, Council concluded that the advertisement omitted relevant information and did not clearly and understandably state all pertinent details of the offer. The advertiser is not-identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Fitness Club
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	British Columbia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	A fitness club advertised “No contracts. \$0 Enrolment fee. Low monthly dues.”
Complaint:	The complainant alleged that the advertisement was misleading.
Decision:	The advertiser claimed that there were two separate membership options – “Pay As You Go” and “2 Year Option.” However, it was not clear to Council that the claim as advertised referred to different kinds of memberships. To Council, the general impression conveyed by the advertisement was that every membership included all three elements; i.e., no contract, \$0 enrolment fees, and low monthly dues. Because that was not the case, Council found that the advertisement contained an inaccurate statement.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Food Manufacturer
Industry:	Food
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	The advertiser made a claim about the composition of its product.
Complaint:	That the claim was incorrect.
Decision:	Since the advertiser acknowledged that the composition had been unintentionally misdescribed in the commercial, Council found that the advertisement contained an inaccurate representation.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Household Product Manufacturer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads

Ad Standards

Complaint(s):	1
Description:	An appliance was advertised as having alternative set-up and operating features.
Complaint:	The complainant alleged the advertisement failed to mention that unless an optional kit was purchased and installed, the optional operating features couldn't function.
Decision:	To Council, it was important for potential purchasers to be clearly informed before they purchased the appliance that it was necessary to purchase a separate kit for anything other than the conventional set-up, and that the services of a technician might be required. By failing to disclose such important details in the original advertisement, Council concluded that it omitted relevant information. Upon learning of the complaint, the advertiser corrected the advertisement before Council met to adjudicate the complaint.
Appeal:	On an appeal by the advertiser, the Appeal Panel confirmed Council's original decision.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Media Company
Industry:	Telecommunications - Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In its online promotional programming guide, the advertiser listed a number of channels. Multiple cities were printed below each listed channel.
Complaint:	The complainant alleged the advertising was inaccurate because he could not receive HD broadcasts from the listed cities.

Ad Standards

Decision:	Council agreed with the complainant's impression of the message communicated by the advertising and concluded that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity

Advertiser:	Restaurant
Industry:	Food
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	A restaurant advertised a meal including a vegetable side dish at a very attractive price.
Complaint:	At the restaurant, the complainant found that the side dish that came with the advertised meal did not resemble the one shown in advertisement. In fact, there was an extra charge for the side dish shown in the advertisement.
Decision:	Council understood that the restaurant's advertising was intended to present the restaurant's products in the most attractive way possible. Nonetheless, the advertising still must reflect what a customer will receive at the restaurant. Because the advertised side dish did not approximate the one actually served, Council found that the restaurant's advertisement contained an inaccurate representation.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Alberta
Media:	Radio
Complaint(s):	1
Description:	In a radio commercial the advertiser claimed that a product was a clean source of energy and could “cool the earth”.
Complaint:	The complainant alleged that the claims were misleading.
Decision:	Council concluded that since the broad, unqualified environmental claims could not be substantiated, the commercial contained misleading and unsupported claims.
Infraction:	Clauses 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	British Columbia
Media:	Brochures/leaflets/flyers

Ad Standards

Complaint(s):	1
Description:	A 750 gram package of cheese was advertised at a special price.
Complaint:	The complainant alleged that the advertisement overstated the weight of the cheese.
Decision:	In its response to Council, the advertiser explained that its cheese supplier had recently changed the size of the product, but that, inadvertently, this change had not been reflected in the advertisement. Appropriate corrective measures were taken by the advertiser prior to Council's adjudication of the complaint. Based on the acknowledged facts, Council found that the original advertisement was inaccurate and omitted relevant information.
Infraction:	Clauses 1(a) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	A computer was advertised at a special price during a "Boxing Week Offer."
Complaint:	According to the complainant, the computer was not available on Boxing Day at the store he visited
Decision:	The advertiser acknowledged that the start and end dates for the "Boxing Week" promotion had been inadvertently omitted from the advertisement. Based on the facts, Council concluded the advertisement contained an inaccurate claim and omitted relevant information. The advertiser is not identified in this

Ad Standards

	case summary because the error was corrected and the advertisement was withdrawn, before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	In an advertisement for a game system, readers were invited to come in and get a free video game.
Complaint:	The advertisement did not mention that the game system had to be purchased in order to get a free video game.
Decision:	To Council, the original advertisement did not make it clear that the game system had to be purchased in order to obtain a free game. Council, therefore, concluded that the original advertisement omitted relevant information and failed to clearly disclose all pertinent details of the offer. It is to be noted that the advertiser took appropriate corrective action prior to Council's adjudication.
Infraction:	Clauses 1(b) and (c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	An advertiser claimed that its electronic product could deliver a specified video service.
Complaint:	The product sold in Canada could not deliver the service as advertised.
Decision:	The advertiser acknowledged that an error had been made in the description of its product on the website. Based on the facts, Council concluded that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads

Ad Standards

Complaint(s):	1
Description:	A carbon monoxide detector was advertised as being equipped with a particular type of battery.
Complaint:	The advertisement was inaccurate as the detector required a different type of battery than the one that was advertised.
Decision:	The advertiser acknowledged that the claim was erroneous. Based on the acknowledged facts, Council concluded that the advertisement contained an inaccurate claim about a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	3
Description:	Video game software was advertised on the Internet at special low prices.
Complaint:	At the point of purchase, the advertiser claimed that the special advertised prices only applied to certain games, and not to "all" games as advertised.
Decision:	The advertiser acknowledged to Council that the advertised prices should have been honoured as written, without exception. Upon being advised of the complaints, the advertiser directed its stores to honour the special pricing for all games. Based on the facts, Council upheld the complaint and found that the original price claim was inaccurate.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an advertisement, customers were offered a free brush with any model of a specific brand of vacuum cleaner.
Complaint:	The advertisement was inaccurate.
Decision:	The advertiser acknowledged that there was a mistake in the advertised offer. It should have been limited to the model of vacuum pictured in the advertisement. Based on the facts, Council concluded that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

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

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A sofa was featured on the advertiser's website.
Complaint:	The advertiser delivered an ottoman, rather than the sofa that was ordered online.
Decision:	The advertiser acknowledged that a fundamental systems error affected its website resulting in the wrong product being delivered to the customer. Based on the facts, Council concluded that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A retailer advertised a special price for a medical device and claimed that using the device was safe and promoted overall wellness.
Complaint:	The complainant alleged that the advertisement was misleading because the medical device had not been approved for the advertised procedure, as required by Health Canada.
Decision:	In a published statement on the device and procedure, Health Canada stated that there is no scientific proof to support claims that the device in question and procedure supports medical benefits.

Ad Standards

	Furthermore, Health Canada reported that there is proof that the procedure is dangerous. On the basis of Health Canada's declaration, Council found that this advertisement was misleading and that the claims could not be substantiated. The advertiser is not identified in this case summary because the advertiser advised Council before it met to adjudicate the complaint that the claims would not be repeated in future advertising. Moreover, the advertiser voluntarily contacted each customer who purchased the service to inform them of Health Canada's position on the matter.
Infraction:	Clauses 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A microwave was advertised at a special price.
Complaint:	The complainant alleged that the advertisement did not state that a significant delivery charge was added to the cost of the microwave.
Decision:	The advertiser acknowledged the advertisement should have disclosed the amount charged for delivery. Based on the facts, Council concluded that the advertisement contained an inaccurate price claim and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A cordless phone with a digital answering machine was advertised in a flyer.
Complaint:	Contrary to the advertisement, the phone did not come with a digital answering machine.
Decision:	The advertiser acknowledged that the claim was erroneous. Based on the facts, Council upheld the complaint and found that the claim was inaccurate.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers

Ad Standards

Complaint(s):	1
Description:	Frozen Grade A turkeys were advertised for .87/lb.
Complaint:	The complainant said he could not purchase a particular brand of frozen Grade A turkey at the advertised price.
Decision:	To Council it was reasonable for readers of the flyer to conclude that the .87/lb. promotion did not exclude name brand turkeys or any other Grade A frozen turkeys sold by the advertiser. Council concluded, therefore, that the advertisement contained an inaccurate claim and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity

Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Point-of-Sale
Complaint(s):	1
Description:	A brand of ladies' underwear was advertised in-store at 40% off.
Complaint:	The complainant alleged the advertisement was inaccurate because she could not purchase the underwear she believed was included in the special offer at a reduced price.
Decision:	In its response to Council, the advertiser agreed that the complainant should have been able to make her intended purchase at the reduced price and that the advertiser's staff were informed and advised accordingly prior to Council's adjudication of the complaint. Based on the acknowledged facts, Council found that the advertisement was inaccurate and omitted relevant information.

Ad Standards

Infraction:	Clauses 1(a) and (c).
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Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial, the advertiser promoted a discount of 30% to 70% off the price of all winter clothing
Complaint:	The advertiser would not honour the discount on the items the complainant wished to purchase
Decision:	The advertiser acknowledged that the discount applied only to specific brands, not to all winter clothing. Based on the acknowledged facts, Council concluded that the advertisement contained an inaccurate representation and did not clearly and understandably state all pertinent details of the advertised offer. The advertiser is not-identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer

Ad Standards

Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	Discounts of up to 50% were featured in an advertisement by a retailer. In very small print in a footnote, however, the advertiser stated that only members of the advertiser's exclusive club were entitled to these discounts.
Complaint:	The complainant alleged that the advertisement was misleading.
Decision:	To Council, the fact that the discounts were available only to club members was important information that should have been clearly stated in the body of the advertisement. Because it was not, Council found that the advertisement did not state all pertinent details of an offer in a clear and understandable manner. Upon learning of the complaint, the advertiser took immediate steps to clarify the limited availability of the discount in its future advertising.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Point-of-Sale
Complaint(s):	1

Ad Standards

Description:	A product was advertised at \$10 per box.
Complaint:	When the complainant attempted to checkout he was told by the advertiser's sales staff that the price was actually \$40 per box.
Decision:	The advertiser acknowledged that an inadvertent error had been made in the advertised price. Based on the facts, Council concluded that the advertisement contained an inaccurate representation regarding the price of a product. The advertiser is not identified in this case summary because the error was corrected and the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertiser claimed that its service offered a certain number of live HD programs to subscribers.
Complaint:	The complainant submitted that he could not receive the specified number of live programs in HD from the service provider.
Decision:	Acknowledging that the original advertisement could have been confusing, the advertiser amended subsequent advertising to eliminate the confusion. Based on the facts, Council upheld the complaint and found that the original claim was inaccurate.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Specific retailers were identified as places where a bonus was available with the purchase of the advertiser's service.
Complaint:	That the advertisement was misleading because the terms and conditions (which were not included in the website advertising) specifically excluded one of the retailers identified in the advertising.
Decision:	The advertiser acknowledged that the terms and conditions of the promotion had not been updated to reflect the retailer's inclusion in the promotion. Based on the acknowledged facts, Council concluded that the advertisement omitted relevant information.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Non-commercial - Ads by government

Ad Standards

Region:	Ontario
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	The advertiser announced that a specific component of a major project had received government approval.
Complaint:	That the advertisement was misleading because it failed to state that the key component of the project would not be in operation when the project was scheduled to be completed several years hence.
Decision:	Council concluded that by failing to include relevant and important information the advertising was deceptive.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	Ontario
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	In a direct mail promotion, the advertiser offered to purchase customers' used equipment for several thousand dollars.
Complaint:	The complainant alleged that the advertisement was misleading.

Ad Standards

Decision:	To Council, the general impression conveyed by the advertisement was that the advertiser would purchase consumers' used equipment. In fact, the offer to purchase consisted of a discount that would be applied by the advertiser to the purchase of new replacement equipment. In addition, the balance of the payment consisted of a government rebate for which consumers had to spend money in order to qualify. Council understood that details of the offer were included in a small-print disclaimer section of the advertisement. Council found, however, that the footnoted information contradicted the advertisement's main message and, as a result, the advertisement was misleading. The advertiser is not-identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	In a newspaper advertisement the advertiser claimed it had completed comparable projects on time and on budget.
Complaint:	The complainant alleged that advertisement misstated the history of the advertiser's projects.
Decision:	Council agreed with the complainant and found that, although subsequently revised correctly, the original advertisement was inaccurate.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Cars and motorized vehicles – General
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	In a commercial aimed at consumers with bad credit histories, the advertiser claimed that the best way to rebuild one's financial health was to buy a car.
Complaint:	The complainants alleged that the advertisement was irresponsible and misleading.
Decision:	To Council, it was misleading to claim that entering into a loan for a car was the solution to serious financial difficulties. Council also found that the commercial omitted relevant information, such as the conditions that applied to obtaining a car loan.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Ski Resort
Industry:	Leisure services - Travel services
Region:	National

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	Ski and snowboard rentals were advertised at up to 30% off online.
Complaint:	The complainant alleged the advertisement was misleading because he could find no rentals available at a 30% reduction.
Decision:	Because the original advertisement failed to state that the advertised saving was against in-store rental prices, Council found the advertisement was inaccurate and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Tanning Salon
Industry:	Health & beauty - Other
Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an advertisement on a social media website, the advertiser claimed “studies show that... tanned women ... have longer lives.”
Complaint:	The complaint alleged that the claim was not supportable.
Decision:	Council agreed with the complainant, finding that the research submitted by the advertiser did not substantiate the claim. Council, therefore, concluded that the claim was misleading.

Ad Standards

Infraction:	Clauses 1(a) and (e).
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Clause 1: Accuracy and Clarity	
Advertiser:	Tanning Salon
Industry:	Health & beauty - Other
Region:	British Columbia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	Graphics used on a billboard advertisement linked UVB, tanning, and Vitamin D. The language in the advertisement suggested that the advertiser's tanning service was a natural method of obtaining Vitamin D.
Complaint:	The complainant alleged that advertisement was misleading.
Decision:	To Council, the advertisement conveyed the message that the advertiser's tanning beds provide a health benefit, and that tanning was good for one's health. However, Council did not find that this claim was substantiated by the supporting data submitted by the advertiser. Moreover, Council found that the advertisement did not, but should have included disclaimer language informing consumers about the potential risks of tanning. Council, therefore, concluded that the advertisement was misleading and omitted relevant information.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Company
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website, the advertiser advertised a particular smart phone plan saying there were no restrictions on the availability of additional data for that plan.
Complaint:	The advertiser would not honour the advertised offer.
Decision:	The advertiser acknowledged it erred, inadvertently, by not including in its website advertising the fact that the offer was limited to second generation smartphone devices. The error was corrected as soon as the advertiser became aware of it. Based on the acknowledged facts, Council concluded that the advertisement omitted relevant information about the offer.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Company
Industry:	Other
Region:	National

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	Specific television channels were listed in an advertisement for a package of channels.
Complaint:	The complainant did not receive a particular channel he believed was included in the package he ordered.
Decision:	In its response to Council, the advertiser acknowledged that the complainant could have been confused by the advertisement and advised that appropriate corrective action was undertaken prior to Council's adjudication of the complaint. Based on the acknowledged facts, Council found that the original advertisement did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Service Provider
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertiser claimed that its network covered a certain percentage of Canada.
Complaint:	The complainant alleged that the advertisement was inaccurate.
Decision:	In its response to Council, the advertiser agreed with the complainant that the advertisement appeared to incorrectly refer to geography, rather than to population. Upon learning of the error, the advertiser

Ad Standards

	immediately corrected the advertisement. Based on the acknowledged facts, Council found that the claim was inaccurate.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Service Provider
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	An “unlimited” service was advertised at a specified price per month.
Complaint:	The complainant alleged the advertisement was misleading by failing to clearly disclose that there were limitations to the service.
Decision:	To Council, the word “unlimited” meant there were no limitations or restrictions on usage whatsoever. In reality, the service was limited. This limitation was not found on the main page of the advertisement, but rather, elsewhere on the website. To Council, this important limitation should have been clearly and prominently disclosed on the main page of the advertisement. Because it was not, Council found that the advertisement contained an inaccurate claim and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Service Provider
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Various phones “from \$0 with a 3 year term” were featured in an Internet advertisement for a cell phone package.
Complaint:	The complainant alleged that none of the featured phones could be purchased at \$0.
Decision:	The advertiser confirmed to Council that the advertising in question had been replaced before Council met to adjudicate the complaint. After reviewing the applicable webpages and disclaimers several times, Council agreed with the complainant and found that the advertisement was confusing and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Service Provider
Industry:	Other
Region:	National

Ad Standards

Media:	Direct Marketing - Other
Complaint(s):	1
Description:	In a prominent section on the front of a coupon, the advertiser offered a substantial discount on Internet service, claiming it represented a savings of over several hundred dollars. In a small print disclaimer on the reverse side of the coupon, the advertiser stated that the savings were based on subscribing to a specific, identified plan.
Complaint:	The complainant alleged that the savings claim was misleading because it applied only to those who subscribed to the second most expensive of several Internet packages offered by the advertiser.
Decision:	A symbol, which was printed in miniscule type immediately adjacent to the savings claim, directed readers to information regarding the savings calculation. Because the symbol was virtually impossible to see, Council found that the advertisement contained an inaccurate savings claim and did not state all the pertinent details of the offer in a clear and understandable manner. In addition, Council found that the footnoted information contradicted the main message of the advertisement. The advertiser corrected the advertisement after the complaint was received by ASC and before it was considered by Council.
Infraction:	Clauses 1(a), (c) and (d).

Clause 1: Accuracy and Clarity

Advertiser:	Travel Company
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an email advertisement the advertiser claimed: "Save \$100 on your next trip."

Ad Standards

Complaint:	The complainant alleged the advertisement was misleading because the savings did not apply to vacation packages.
Decision:	The advertiser acknowledged that limitations on the offer were not disclosed in the advertisement. Based on the facts, Council concluded that the advertisement contained an inaccurate claim and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Clause 2: Disguised Advertising Techniques	
Advertiser:	Service Provider
Industry:	Other
Region:	British Columbia
Media:	Radio
Complaint(s):	2
Description:	Listeners with financial difficulties were invited to call a toll free number to learn about a “debt relief program.”
Complaint:	The complainants alleged the commercial was misleading because it did not identify the advertiser.
Decision:	Council found that the general impression conveyed by the commercial was that people with financial difficulties could apply to a debt relief program and have their debts resolved, if they qualified. To Council, the language in the commercial, incorrectly, made it appear that the “program” was sponsored by the Canadian government. Although the commercial provided a telephone number to call, the identity of the advertiser was not disclosed in the advertisement.
Infraction:	Clauses 1(a) and 2 (Disguised Advertising Techniques).

Ad Standards

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	18
Description:	A number of products were advertised at prices that the advertiser claimed were “the lowest prices of the year”.
Complaint:	The complainants alleged that the advertisement was inaccurate.
Decision:	In its response to Council, the advertiser acknowledged a mistake had been made in some of the prices quoted in a flyer as being the year’s lowest. In fact, the products identified by the complainants had been sold at lower prices earlier in the year. Based on the facts, Council found that the advertisement contained inaccurate price claims. The advertiser is not identified in this case summary because, upon becoming aware of the error, the advertiser posted correction notices in its store as required under the Code.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)

Ad Standards

Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A camera was advertised at a price that represented a savings of \$150.
Complaint:	The complainant alleged that the savings claim was inaccurate.
Decision:	In its response to Council, the advertiser acknowledged that an error had been made in the savings claim stated in the advertisement. The advertisement should have read "Save \$80" instead of "Save \$150." Based on the facts, Council found that the advertisement contained an inaccurate savings claim. The advertiser is not identified in this case summary because, upon becoming aware of the error, the advertiser posted correction notices in its store as required under the Code.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity	
Clause 3: Price Claims	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A television was advertised at \$399.

Ad Standards

Complaint:	The complainant alleged that the advertiser would not honour the advertised price.
Decision:	The advertiser acknowledged that the price was mistakenly stated in the advertisement. The price should have been advertised as \$467.99. Upon becoming aware of the error, the advertiser published a correction notice in the same online medium in which the original advertisement appeared. Based on the facts, Council found that the advertisement contained an inaccurate price claim.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity	
Clause 3: Price Claims	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A product was advertised at a special price that the advertiser claimed was its lowest price of the year.
Complaint:	The complainant alleged the price was not the lowest of the year.
Decision:	The advertiser acknowledged that the complainant was correct. On that basis, Council concluded that the advertisement contained an inaccurate price claim.
Infraction:	Clause 1(a) and Clause 3(a) Price Claims

Ad Standards

Clause 1: Accuracy and Clarity Clause 5: Guarantees	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an online advertisement, the advertiser claimed it would provide customers with a full refund of their purchase or exchange if they were not satisfied with any advertised product they purchased.
Complaint:	Because the complainant did not return a product within 100 days of its purchase, the advertiser declined to honour the guarantee.
Decision:	The advertiser acknowledged it was unclear in the online advertisement that time limitation applied for refund or exchange of certain products. Based on the facts, Council concluded that by omitting relevant information about the guarantee, the advertisement was deceptive.
Infraction:	Clause 1(b) and Clause 5.

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

Ad Standards

Media:	Point-of-Sale
Complaint(s):	1
Description:	An English-language advertisement was posted in a car dealership promoting a special pricing event exclusively for nationals of an identified foreign country.
Complaint:	The complainant alleged the advertisement was discriminatory to persons other than those identified in the advertisement.
Decision:	In its response to Council, the advertiser explained that the special price promotion was intended to thank the identified immigrant community for their support of the dealership. Although Council understood that it was not the advertiser's intention to offend anyone, Council found that, by limiting the price offer in this way, the advertisement condoned discrimination based on national origin. The advertiser is not identified in this case summary because the advertiser advised Council before it met to adjudicate the complaint that this one-time advertisement was withdrawn and would not be repeated.
Infraction:	Clause 14(a).

Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Restaurant
Industry:	Food
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	In a television commercial a cartoon character was shown clubbing another.
Complaint:	The complainants alleged the commercial condoned violence.

Ad Standards

Decision:	Council recognized that the scenario presented in the commercial was cartoonish and understood that the advertiser did not intend to promote violence. However, the media schedule for the commercial was not restricted to times of day when young viewers would be less likely to watch television. Council found that the action depicted in the commercial of one man clubbing another could be understood by children as an acceptable way to settle disputes. Council, therefore, found that the commercial appeared in a realistic manner to condone violence and bullying.
Infraction:	Clause 14(b).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Newspapers
Complaint(s):	9
Description:	An advertisement on the back cover of a free weekly publication showed a young woman who was standing, looking over her shoulder at the camera, her buttocks complete exposed. She wore nothing but a flannel shirt.
Complaint:	The complainants alleged that the advertisement offended and degraded women.
Decision:	Council was unanimous in its decision that this advertisement for a blouse, in which a young girl appeared half-naked, demeaned women and undermined human dignity. In arriving at its decision, Council took into consideration the Gender Portrayal Guideline #3 that states that advertising should avoid the inappropriate use or exploitation of sexuality.
Infraction:	Clauses 14 (c) and (d).

Ad Standards

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	3
Description:	In a television commercial, a man was shown being verbally berated and harassed by friends and family because he had given them bad advice upon which they had relied to their detriment.
Complaint:	That the commercial condoned and encouraged bullying.
Decision:	The unmistakable impression conveyed by the commercial to Council was that it is socially acceptable to berate and harass a person from whom you received bad advice. Council, therefore, found that the commercial appeared in a realistic manner to condone and encourage bullying.
Infraction:	Clause 14 (b).