

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2012. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2012 - December 31, 2012

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Mark's Work Warehouse
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	The words "40% Off All Men's Shorts" were prominently displayed in large type in a flyer advertisement. Below the headline, but in significantly smaller type, certain brands were excluded from the promotion.
Complaint:	The complainant alleged that the advertisement was misleading because, contrary to the dominant message, not all brands were on sale.
Decision:	The word "all", printed in extremely large letters, conveyed to Council the impression that there were no exclusions whatsoever. Council found that introducing exclusions in the disclaimer contradicted the principal message of the advertisement, contrary to the Code.
Infraction:	Clause 1(d).

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

Ad Standards

Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	On a daily deal website, a coupon was offered at \$25 for \$50 worth of merchandise. In the advertisement, it was stated that this represented a discount of 50%. At the end of the advertisement, the requirement for a minimum purchase of \$65 was mentioned.
Complaint:	The complainant alleged that the savings claim was not true.
Decision:	The advertiser acknowledged that an inadvertent error had been made in stating the amount of the discount. Based on the facts, Council found that the advertisement contained a misleading claim.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation Ltd.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A flyer advertisement featured toys that were packaged together in a box. Adjacent to the box were the words: "\$9.99 each."

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Complaint:	The complainant alleged that price was misleading, because he could not buy the box of toys for \$9.99. The complainant was told by the retailer that each toy cost \$9.99.
Decision:	Council agreed with the complainant that when the advertisement was considered in its entirety, including the photograph of the toys inside the box, the advertisement conveyed the impression that the cost was for the entire box of toys as shown, not for each toy within the box. Council, therefore, found that the advertisement contained an inaccurate claim and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(a) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A brand of laundry detergent was advertised for \$5.99 in a flyer. The flyer also contained the following Price Match Guarantee by the advertiser: "We'll not only match any competitor's price, we'll beat it...on an identical item."
Complaint:	The complainant alleged that despite providing proof that a competitor offered the detergent at a lower price, staff at a store in Winnipeg would not honour the advertiser's Price Match Guarantee.
Decision:	Because the Price Match Guarantee was not honoured, Council found that the advertisement contained a misleading claim, did not state all pertinent details of an offer, and omitted relevant information.
Infraction:	Clauses 1(a), (b), and (c).

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Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba
Media:	Brochures/leaflets/flyers
Complaint(s):	2
Description:	Various products were advertised in a Canadian Tire flyer that included the advertiser's Price Match Guarantee. It read: "We'll not only match any competitor's price, we'll beat it...on an identical item."
Complaint:	The complainants alleged that even though they provided proof that a competitor offered two of the advertised products at lower prices, staff at a Canadian Tire retail store in Winnipeg would not honour the advertiser's Price Match Guarantee.
Decision:	Council found no language in the advertisement that excluded any Canadian Tire store from participating in the Price Match Guarantee program. Council concluded, therefore, that because the Price Match Guarantee was not honoured, the advertisement contained a misleading claim, did not state all pertinent details of an offer, and omitted relevant information.
Infraction:	Clause 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)

Ad Standards

Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A car seat was advertised at a special sale price.
Complaint:	The complainant alleged that staff at the Canadian Tire store where the complainant shopped would not honour the advertised price.
Decision:	Because the store would not honour the price as advertised, and the advertisement did not state that the store was excluded from the promotion, Council found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Comwave
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A television commercial promoting home phone plans included small-type disclaimers.
Complaint:	The complainant alleged that the disclaimers were illegible.

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Decision:	Even after numerous viewings of the advertisement, Council members could not read all the information in the disclaimers. Council, therefore, found that the supered text was too small and was not displayed long enough on screen to be clearly legible.
Infraction:	Clause 1(d).

Clause 1: Accuracy and Clarity	
Advertiser:	DePrato Associates
Industry:	Real estate services
Region:	Alberta
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	In a direct mail advertisement, the advertiser stated it represented a well-qualified couple interested in purchasing a home in the area in which the complainant lived. Specific details of what the buyers wanted were included in the advertisement.
Complaint:	The complainant alleged that when he followed-up with the advertiser he was told that no such couple actually existed.
Decision:	To Council, the general impression conveyed by the advertisement was that there was an actual buyer prepared to buy a 2 or 3 bedroom home in the area in which the complainant lived. Council concluded that, because this impression was unsupported by the facts, the advertisement was misleading
Appeal:	On an appeal by the advertiser, Council's original decision was confirmed.
Infraction:	Clause 1(a).

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Clause 1: Accuracy and Clarity	
Advertiser:	Dominion Lending Centres Inc.
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial the advertiser claimed that its services for obtaining competitive mortgage rates for its customers were "free."
Complaint:	The complainant alleged that the commercial was misleading because not all the services were free.
Decision:	To Council, the commercial conveyed the general impression that customers would not be charged for any of the advertised services by the advertiser. However, this impression was contradicted by a statement on the advertiser's website that read "a fee is charged only for the most challenging credit solutions." Because not all of the advertiser's services were free, Council found that the commercial contained a misleading claim and omitted relevant information about the cost of the advertised services.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Extreme Fitness
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	National

Ad Standards

Media:	Direct Marketing - Other
Complaint(s):	1
Description:	A direct mail advertisement for club memberships read: "\$6 per month. No Annual Contract." The words "\$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 complainant alleged the advertisement was misleading because it failed to state that the \$6 per month offer was subject to important conditions.
Decision:	The advertiser did not respond to Council's request for comments on the merits of the complaint. To Council, the claim "only \$6 per month", printed in very large bold type conveyed the impression that club memberships could be purchased for only \$6 per month. The disclaimer language read: "No Long Term Obligation. Offer Based on Two Month Pre-paid Membership. No Obligation. Month to Month Membership After Initial Two Months." It conveyed the impression to Council that only a two month commitment was required. However, according to the complainant and confirmed in the terms of the Membership Agreement signed by the complainant, a monthly fee of \$59.00 plus tax was deducted each month over a 12 month term. Council, therefore, concluded that the disclaimer contradicted the prominent "\$6 per month" claim, and that the advertisement was misleading, omitted relevant information and did not disclose all pertinent details of the offer.
Infraction:	Clauses 1(a), (b), (c) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Federated Co-operatives Limited
Industry:	Food
Region:	British Columbia
Media:	Brochures/leaflets/flyers
Complaint(s):	1

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Description:	Salmon fillets were advertised as “wild.”
Complaint:	The complainant alleged that the salmon was farmed, not wild.
Decision:	The advertiser acknowledged that, due to an oversight, the salmon was misdescribed as “wild” in the advertisement. Based on the facts, Council found that the advertisement contained an inaccurate claim about a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	FlightNetwork
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A return flight between Vancouver and Toronto was advertised on the advertiser’s website at \$458, with applicable taxes of \$144 per ticket.
Complaint:	The complainant alleged that the advertisement was misleading because when she tried to purchase the tickets the taxes had increased to \$173 per ticket.
Decision:	In its response to Council, FlightNetwork explained that the cost of fares, as well as taxes, applicable to any selected flight can increase between the time the customer sees the flight advertised on the website and the time the ticket is actually issued. The advertiser informed Council that its prices are not guaranteed until the ticket is issued, and that this fact is disclosed in the terms and conditions that a customer must accept before a purchase can be finalized. However, this disclosure was only made outside the main page of the advertiser’s website. To Council, in order to clearly inform customers before they decide to book and purchase air flights, the fact that prices and taxes may fluctuate is important information that should have been, but was not, clearly and prominently disclosed on the main page of

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	the advertiser's website. Council, therefore, found that the advertisement was misleading, omitted relevant information, and did not clearly and understandably state all details of the offer.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Kijiji Daily Deals
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Two memory foam pillows were advertised at \$49 on Kijiji's Daily Deals webpage.
Complaint:	The complainant alleged the advertisement was misleading. Despite ordering the pillows through the website, the complainant never received them.
Decision:	Because the pillow supplier was unable to meet Kijiji's quality standards, Kijiji cancelled the deal and sent refunds to purchasers. Given that the pillows were not available as advertised, Council found that the advertisement contained an inaccurate claim.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clause 1(a).

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Clause 1: Accuracy and Clarity	
Advertiser:	Martha Stewart Living Omnimedia
Industry:	Telecommunications - Other
Region:	National
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	In an advertisement that offered a 12 issue magazine subscription offer to Martha Stewart Living magazine, "4 Extra-Special Issues" were listed for a \$0.00 charge and with a separate reference number.
Complaint:	The complainant, who understood that the subscription was for 16 issues, alleged that the advertisement was misleading.
Decision:	Council agreed with the complainant's interpretation that the subscription offer was for a total of 16 magazines, of which four were special issues. Council found that the words "Extra-Special Issues", together with a separate reference number and a "\$0.00" price, conveyed the incorrect impression that the four special issues were in addition to the 12 issues.
Infraction:	Clause 1(a).

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

Ad Standards

Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	An air purifier was advertised on The Shopping Channel. Shown in the commercial was the advertiser's representative who lit smoke matches inside a closed, transparent chamber, resulting in smoke filling the entire chamber. When the air purifier was turned on, the smoke disappeared.
Complaint:	The complainant alleged that the commercial inaccurately depicted the air purifier as being able to remove cigarette smoke and its harmful effects from homes.
Decision:	The advertiser stated that the commercial did not contain any claim that the air purifier eliminated cigarette smoke and its harmful effects. Council repeatedly viewed the commercial, paying particular attention to the spoken words and to the visual demonstration showing the air purifier causing the smoke produced by smoke matches to disappear. The general impression conveyed to Council by this very persuasive visual was that the advertised product can and will eliminate cigarette smoke and also eliminate its effect from homes. However, according to authoritative statements by Health Canada, air purifiers cannot eliminate all the cancer-causing agents of cigarette smoke. Council, therefore, found that the advertisement contained a misleading representation.
Infraction:	Clause 1(a).
Advertiser's Verbatim Statement:	<p>From Advertiser: "While the Oreck Air Purifier has been proven to effectively remove particles from the air down to 0.1 microns, Oreck has always maintained a responsible position with respect to cigarette smoking. The demonstration particles that we showed on The Shopping Channel were for illustration purposes only and were not intended to represent cigarette smoke. We will clearly delineate the particle capture abilities of the Oreck air purifier with respect to dust, allergens, pollen and odors from that of cigarette smoke. Oreck has excellent third party scientific data to prove its capture abilities with respect to these other types of particles. The demonstration never intended to indicate that cigarette smoking is acceptable or that the threat of illness is eliminated by its use."</p> <p>From Media: "The Shopping Channel's objective is to work with our vendor partners to present every single product we retail in the most straightforward, factual and accurate fashion possible. We apologize for any confusion created by our vendor during this presentation and confirm that we have instructed our vendor to amend their product demonstration to ensure that they eliminate any possible element, no matter how remote, that could lead to consumers drawing the wrong conclusion regarding the performance, features and benefits of their products."</p>

Clause 1: Accuracy and Clarity

Advertiser:	Quibids.com
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Ad Standards

Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	A spokesperson in a television commercial for an online auction claimed that savings of “up to 95% off retail” were possible with this exciting new online way to shop for products. Various products were featured in the commercial showing a “retail” price together with a much lower “bid “or “sold” price. The spokesperson stated that Quibids was a new auction website, in which each auction started at \$0. “When someone places a bid, the prices increase by as little as one cent, resulting in insanely low prices.” At the conclusion of the commercial, the spokesperson invited viewers to go to Quibids.com, enter promo codes, and receive a stated number of free bids.
Complaint:	The complainants alleged that the commercial omitted key information and was misleading.
Decision:	The message conveyed to Council by the commercial in its entirety was that by participating in Quibids’ online auctions, consumers could purchase products at extremely low prices, thereby saving up to 95% off regular retail prices. The commercial provided almost no information about how the auction actually worked. Nor did the commercial clarify what it cost consumers to participate in Quibids’ auction process. It was Council’s view that the advertiser had a responsibility to clearly communicate in its advertising information that was pertinent to this novel form of selling. Included in the essential information, but missing from the advertising, was the cost to participants for each bid in a Quibid auction. Also missing was an explanation that the money bid by participants is not recoverable by the bidder if he or she does not ultimately “win” the auction. Since this important information was not clearly communicated in the commercial, Council found that the commercial was misleading, omitted relevant information in a manner that was deceptive, and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Rogers Communications
Industry:	Other

Ad Standards

Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A 5% discount on the price of a Travel Pack was offered.
Complaint:	The complainant alleged that the advertisement was misleading, because he did not receive the advertised discount.
Decision:	In its response to Council, the advertiser explained that the advertised price already reflected the 5% discount, and that the original regular price should have been displayed in the online checkout section, but, due to technical issues, was not. Based on the facts, Council found that the advertisement omitted relevant information and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Safeway Canada Limited
Industry:	Food
Region:	Alberta
Media:	Point-of-Sale
Complaint(s):	1
Description:	An advertisement showed one bag of birch firewood as being equivalent to three bags of pine firewood.

Ad Standards

Complaint:	The complainant alleged that the advertisement exaggerated the comparable heat-generating ability of birch firewood.
Decision:	The advertiser acknowledged that the advertisement may have unintentionally misrepresented the heat generated by birch firewood, versus pine. Based on the facts, Council found that the advertisement contained a misleading representation about a product.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Samsung
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A promotion was advertised on Samsung's website in which purchasers of select Samsung products would receive ten free movie rentals.
Complaint:	Although the complainant purchased one of the select products, the advertiser would not honour the terms of the promotion.
Decision:	Despite being asked several times to do so, the advertiser did not respond to ASC's request for comments on the merits of the complaint. Council, therefore, accepted the complainant's statement as being factual. Council found nothing in the advertisement itself or in the terms and conditions of the promotion that disentitled the complainant from receiving the free movie rentals. Based on the facts, Council found that the advertisement was misleading and omitted relevant information about the offer.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	British Columbia
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A \$75 credit was offered against the purchase of a specific coffee machine.
Complaint:	The complainant alleged that advertisement was misleading because the credit did not apply to the advertised machine.
Decision:	In its response, the advertiser acknowledged that it mistakenly advertised that the named product qualified for the credit when, in fact, it did not. Council, therefore, found that the advertisement was inaccurate.
Infraction:	Clause 1(a).

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

Ad Standards

Media:	Brochures/leaflets/flyers
Complaint(s):	2
Description:	A video game console, including two identified video games, was advertised for sale in a flyer.
Complaint:	One of the complainants alleged that the product was not available for purchase during the promotion period. The second complainant alleged that one of the listed video games was not included as advertised.
Decision:	In its response to Council, the advertiser explained that owing to the manufacturer's delay in shipping, some of the advertiser's retail outlets did not receive the advertised product in time for the sale. The advertiser also acknowledged that one of the video games was incorrectly described in the flyer. Based on the facts, Council concluded that the advertisement contained an inaccurate claim about the product and omitted relevant information. While the advertiser issued a correction notice about the misdescribed game for in-store posting, no correction notice appeared to have been issued regarding the lack of inventory.
Infraction:	Clause 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Simply Thai Restaurant
Industry:	Food
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	A restaurant advertised "Sunday Half Price Pho Soup." In the same advertisement it was also stated: "No time to dine in? Pick up and enjoy."

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Complaint:	The complainant alleged the advertiser would not honour the half price promotion for takeout orders.
Decision:	Council noted that the claim “No time to dine in? Pick up and enjoy,” was not limited in any way, and therefore, conveyed the impression that all prices, discounts and specials mentioned in the advertisement were available regardless of whether a customer dined in or took out. In the absence of any clearly stated limitation, Council found that the advertisement contained a misleading claim and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	The Brick
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	In a flyer, the advertiser offered \$25 gift cards to anyone in its stores between 9:00 a.m. and 10:00 a.m. on a specified day.
Complaint:	The complainant alleged that staff at one of the advertiser’s stores would not honour the card as partial payment for a lamp.
Decision:	In the absence of a response from the advertiser, Council accepted, as fact, the complainant’s version of what transpired at the store. A careful review of the advertisement revealed nothing that disqualified the complainant from applying the gift card to the purchase of a lamp at the advertiser’s store. Council, therefore, found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

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Clause 1: Accuracy and Clarity	
Advertiser:	Toys "R" Us Canada
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an online flyer, the advertiser offered a "Buy One Get One Free" promotion on a specific brand of toys.
Complaint:	The complainant alleged the advertiser would not honour the "buy one get one free" promotion on a particular toy that was not excluded from the advertised offer.
Decision:	In its response, the advertiser acknowledged that some items that were excluded from the promotion were not identified as excluded items in the online advertisement. Based on the acknowledged facts, Council found that the advertisement was inaccurate.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Walmart Canada
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba

Ad Standards

Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A package of 30 bottles of water was advertised for \$2.97.
Complaint:	The complainant alleged the advertisement was misleading because he could not buy 30 bottles at the advertised price.
Decision:	The advertiser acknowledged that the store in question did not receive delivery of the advertised product. According to the advertiser, and based on store policy, the customer should have been provided with a raincheck. Upon discovering the lack of product, store staff should, at the very least, have also posted an in-store correction notice. Based on the facts, Council found that the advertisement was inaccurate.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	WIND Mobile
Industry:	Other
Region:	National
Media:	Print
Complaint(s):	1
Description:	A cellphone was advertised at "\$249 on WINDtab."
Complaint:	The complainant alleged that she could not buy the phone at the advertised price from the advertiser's retail outlet.

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Decision:	It appears the advertiser would not sell the advertised phone to the complainant at the advertised price because she was not a new subscriber. According to the terms and conditions on the advertiser's website, this offer applied to new activations only. However, this condition was not stated in the print advertisements reviewed by Council. To Council, this was an important condition that should have been reasonably disclosed in all of the advertising for the promotion. Council found it was insufficient to state only in small print that "conditions apply". Council, therefore, found that the advertisement omitted relevant information and did not state all pertinent details of an offer in a clear and understandable manner.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	International Clothiers
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	British Columbia
Media:	Point-of-Sale
Complaint(s):	1
Description:	An in-store sign read: "Take an additional 50% off the lowest ticketed price. Reduction taken at register. Sale. \$79.99."
Complaint:	The complainant alleged that staff at the advertiser's Surrey store would not reduce the \$79.99 price of the garment he wished to purchase, saying that the \$79.99 price had already been marked down by 50%.
Decision:	Despite being asked several times to do so, the advertiser did not respond to ASC's request for comments on the merits of the complaint. Based on the wording of the in-store sign Council concluded it was reasonable for customers to assume that the last-ticketed price of \$79.99 would be reduced by 50% at the register. Because it was not, Council found that the advertisement contained a misleading price claim.
Infraction:	Clauses 1(a) and 3(a).

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Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website, the advertiser offered 30% off the price of Sears Outlet products, including home decor items.
Complaint:	The advertiser would not honour the discounted price on the complainant's rug purchase.
Decision:	The advertiser advised there were technical problems with its website that may have accounted for the discount not being applied to the complainant's purchase. However, because the discount was not applied to the rug purchase, 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:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A television was advertised on the advertiser's website at \$199.99.
Complaint:	The complainant alleged that she could not buy the television at the advertised price.
Decision:	The advertiser acknowledged that an inadvertent pricing error had been made, and that the correct price was \$1999.99, not \$199.99. 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:	TigerDirect.ca
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an email from the advertiser, a GPS navigational system was advertised at \$39.97.
Complaint:	The advertiser would not honour the advertised price.

Ad Standards

Decision:	The advertiser acknowledged that the price had been erroneously stated as \$39.97. 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 7: Testimonials	
Advertiser:	Buytopia.ca
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Digital - Display ads
Complaint(s):	1
Description:	Classes at a wellness facility were advertised on a daily deals website. Included in the advertisement were favourable testimonials from identified people who, supposedly, had taken classes at the advertised facility.
Complaint:	The complainant alleged that the testimonials were not genuine.
Decision:	Management of the wellness facility stated they never gave approval to include these testimonials in the advertisement. Buytopia.ca claimed that advertising on its website included testimonials derived from specialized review websites and from customers' feedback based on their personal experience with the advertised product or service. In this case, Buytopia.ca was unable to identify the source of the testimonials. Clause 7 of the Code requires that testimonials in advertising reflect the genuine reasonably current opinion of the individuals making the representation and must be based upon adequate information with the product or service being advertised. There was no evidence before Council that verified the individuals quoted in this advertisement actually existed; or had used the classes, as claimed; or held the opinions about the classes that were attributed to them in the advertisement. Council, therefore, found that the advertisement contained false and misleading testimonials.
Infraction:	Clauses 1(a) and 7.

Ad Standards

Clause 1: Accuracy and Clarity Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Alliance for Life Ontario
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	6
Description:	In a television commercial, persons (mostly women) were portrayed in a long line, holding milk cartons. On the cartons were photographs of children, typical of photographs used to publicize children who have disappeared. Stated in the audio portion of the commercial was the following: "In 1969, the Canadian Government liberalized our abortion laws abandoning all protection for children in the womb. The Supreme Court of Canada struck these laws down in 1988, further abandoning expectant mothers to the abortion industry. We have tolerated 43 years of abortion in this country resulting in 3.5 million missing children, teens and young adults. While we know how all of them disappeared, we will never know what they had to offer. See what we've been missing."
Complaint:	The complainants alleged that the commercial was misleading as well as denigrating to women who have had abortions.
Decision:	In its response to Council, the advertiser submitted "it was logical then that if these children had not been killed by abortion they would now be of all ages according to their birth year from 1969 to 2012..." Although Council understood the concept the advertiser was trying to convey, Council unanimously concluded that, in the absence of any reliable evidence from the advertiser or elsewhere, it was misleading to imply that each and every one of the 3.5 million persons "would now be of all ages according to their birth year." In order for Council to fairly consider the merits of allegations by a number of the complainants that this advertising also denigrated women, Council looked carefully at how the photograph bearers were presented in the advertising. Without exception, every one of these persons appeared to be seriously troubled, saddened, disconsolate, and in a state of remorse and regret. In Council's opinion, the combined effect of presenting only troubled adults and photos of the children they "lost" to abortion denigrated all women who in the past chose to have an abortion and those who may choose to do so in the future.
Infraction:	Clauses 1(a), (e), and 14 (c).

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Advertiser's Verbatim Statement:	"Clause 1: It is an indisputable fact that 3.5 million children were aborted before birth – some would have been children, some teens, some adults. The advertisement did not say that all of the 3.5 million children would become adults. Clause 14: It is inconceivable that Council could form the opinion it did from the commercial. Our experience has been that women are rarely "happy" about their abortion whether or not they regret it. Surely such a depiction would truly be demeaning and denigrating women."
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Clause 2: Disguised Advertising Techniques	
Advertiser:	Canada Purple Shield
Industry:	Other
Region:	Ontario
Media:	Direct Marketing - Other
Complaint(s):	2
Description:	The headline of a direct mail advertisement read: "Important Information for People Born After 1927! Supplement to Canada Pension Plan Benefits." The sub-head read: "You Are Now Eligible to Receive Benefits of the Purple Shield Plan." In the main body copy, the advertiser explained that Canada Pension Plan survivor/funeral benefits do not exceed \$2500 for final expenses, and that by participating in the Final Needs Planning Program, expenses not paid by the Canada Pension Plan will be covered. In very small print at the bottom of the advertisement was a statement: "Underwritten by Assurant Life of Canada." Readers of the advertisement were invited to request free information about Canada Purple Shield by using the form provided. The advertisement was mailed to consumers in an envelope that showed an image of the Canadian flag in the top left hand corner. In very large bold type on the front of the envelope, were the words "Canada Pension Shortfall!! Important Information Enclosed."
Complaint:	The complainants alleged that the advertisement was misleading because it appeared to be a program sponsored by the federal government.
Decision:	To Council, the advertisement conveyed the general impression that a new government benefit program was available to make up for a shortfall in the Canada Pension Plan. Except for the small print statement "Underwritten by Assurant Life of Canada", nothing in the advertisement disclosed the fact that the advertised product was actually an insurance policy.. Contributing to the impression that the advertisement related to a government program was language such as "Supplement to Canada Pension Plan Benefits", and "You are eligible for the Final Needs Planning Program." This impression was compounded by the image of the Canadian flag on the outside of the envelope,

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	<p>which was reminiscent of official communications from government departments, and the words “Canada Pension Shortfall! Important Information Enclosed.” Council was particularly concerned that this advertisement could mislead vulnerable senior citizens into believing that they might be eligible for additional government benefits. For these reasons, Council found that, overall, the advertisement was misleading, omitted relevant information in a manner that was deceptive, and did not clearly and understandably state all pertinent details of the offer.</p>
Infraction:	Clauses 1(a), (b) and (c).
Advertiser's Verbatim Statement:	“Assurant Life of Canada stands by the accuracy of all information in this message. Assurant believes it is important that the public be aware of these facts.”

Clause 10: Safety	
Advertiser:	Addik.tv
Industry:	Telecommunications - Other
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A commercial promoted a specialty television channel by depicting a woman accidentally dropping an electric hair dryer that was plugged into an electrical socket into a sink filled with water. The same woman then intentionally dropped a plugged in electric curling iron into a water-filled bath. However, the woman did not appear to suffer any ill effects as a consequence of these actions. Finally, she intentionally electrocuted herself by touching the cables of an active electrical panel in her neighbourhood.
Complaint:	The complainant alleged that the advertisement depicted a very dangerous situation that could be imitated, especially by children.
Decision:	In its response to Council, the advertiser explained that commercial was not intended to be realistic. However, to Council, the actions of the woman dropping the appliances into water appeared very realistic and conveyed the impression that electricity and water can be mixed without any negative

Ad Standards

	consequences. Council, therefore, concluded that the advertisement displayed a disregard for safety by depicting situations that could be interpreted as encouraging unsafe or dangerous practices or acts.
Infraction:	Clause 10.

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	American Apparel
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	2
Description:	Stockings were advertised in an advertisement on a news website. The advertisement showed the back of a woman, wearing only stockings and a garter, leaving her buttocks exposed.
Complaint:	The complainants alleged that the manner in which the woman was depicted in this advertisement was offensive.
Decision:	In arriving at its decision, Council considered the medium used (a popular news website) and that the audience reached or likely to be reached by the advertisement would be individuals from varying backgrounds and sensitivities. Council concluded that the advertisement displayed obvious indifference to conduct or attitudes that offended the standards of public decency prevailing among a significant segment of the population.
Infraction:	Clause 14 (d).

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Non-Identified Cases - January 1, 2012 - December 31, 2012

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	British Columbia
Media:	Point-of-Sale
Complaint(s):	1
Description:	On an in-store sign, the advertiser offered 30% off the price of all previously reduced products.
Complaint:	The complainant alleged the advertisement was misleading.
Decision:	In its response to Council, the advertiser explained that an error had been made, and that, in fact, the savings were off the current prices. Based on the acknowledged facts, Council found that the advertisement contained a misleading claim. The advertiser is not identified in this case summary because the advertising was appropriately corrected before the Council meeting.
Infraction:	Clause 1(a).

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 email from the advertiser, a round trip flight from Toronto to Amsterdam was advertised at \$189, exclusive of taxes and charges.
Complaint:	The complainant alleged that he could not find a flight at the advertised price.
Decision:	The advertiser explained that flights were available at the advertised price, but it was possible that flights may not have been available at the advertised price on the dates the complainant requested. Council noted that the advertisement contained no disclaimer language such as “subject to availability” to notify consumers that not all flights were available at the advertised price on all days during the promotional period. Because this important limitation was not disclosed in the advertisement, Council found that the advertisement omitted relevant information, The advertiser is not identified in this case summary because the advertisement was appropriately amended prior to the Council hearing.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Airline
Industry:	Leisure services - Travel services
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	Flights between from Toronto and another Canadian destination were advertised at a specified price.

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Complaint:	The complainant alleged that he could not find a flight at the advertised price.
Decision:	The advertiser acknowledged that the word “from” had been inadvertently omitted from the price claim, as was a disclaimer indicating that seats at the advertised price were limited. Because the flight was unavailable, Council found that the advertisement contained an inaccurate claim and omitted relevant information. The advertiser is not identified in this case summary because corrective action was taken prior to the Council hearing.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Dealer
Industry:	Cars and motorized vehicles – General
Region:	British Columbia
Media:	Newspapers
Complaint(s):	1
Description:	A dealer advertised a sale of 2011 vehicles.
Complaint:	The complainant alleged the advertisement was misleading, because it did not disclose the fact that one of the listed vehicles of interest to the complainant was not new.
Decision:	The advertiser acknowledged that the advertisement should have stated that the vehicle was a demo and not new. Because this information was not mentioned in the advertisement, Council found that the advertisement omitted relevant information. The advertiser is not identified in this case summary because the advertisement was appropriately corrected prior to the Council hearing.
Infraction:	Clause 1(b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Point-of-Sale
Complaint(s):	1
Description:	In a point of sale advertisement, 0% financing was offered on 2012 model year vehicles. A contest was included in the promotion and advertisement.
Complaint:	The complainant alleged that the advertisement was misleading because she could not obtain the advertised 0% financing rate from the dealer she visited, nor was she able to enter the contest.
Decision:	Based on the information given to Council, it appeared that important information relating to the 0% financing terms was not disclosed in the advertisement. Furthermore, the complainant was not allowed to enter the contest although she was eligible to do so based on the contest rules. Council, therefore, found that the advertisement was misleading, 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:	Clause 1(a), (b), and (c).

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

Ad Standards

Region:	National
Media:	Magazines
Complaint(s):	1
Description:	In an advertisement for mascara, a model was shown wearing long eyelashes.
Complaint:	The complainant alleged that the advertisement was misleading because it did not disclose the fact that the eyelashes on the model were false.
Decision:	The advertiser acknowledged that the model was wearing lash extensions in the advertisement. To Council, long eyelashes as they appeared in this advertisement could not be achieved simply by applying mascara to natural eyelashes. In fact, in the advertisement, the mascara had been applied to eyelash extensions. In order to avoid a misleading representation, consumers should have been informed that the as-depicted results were not achieved solely by using the advertised product. Because the advertisement did not disclose the fact that lash extensions were used, Council found that the advertisement omitted relevant information in a manner that, in the result, was deceptive. The advertiser is not identified in this case summary because the advertising was appropriately amended prior to the Council hearing.
Infraction:	Clauses 1(a) and (b).

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

Ad Standards

Description:	An advertisement contained a statement suggesting that using the advertised product can improve health.
Complaint:	The complainant alleged that the statement was not true.
Decision:	In its response to Council, the advertiser explained that the statement was not intended to be taken literally, and it was intended to refer to the advertiser's charitable activities relating to improving health and wellbeing. Council disagreed, however, finding that the advertisement conveyed a misleading impression about the efficacy of a product and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was withdrawn before the Council meeting.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity

Advertiser:	Entertainment Company
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	A coupon for dining and entertainment at multiple venues was offered on the advertiser's website.
Complaint:	The advertisement did not make clear that certain conditions varied by location, such as the hours at which the coupon could be used.
Decision:	The advertiser acknowledged that the coupon only stated that "some restrictions apply," leaving it to participating service providers to advise patrons of any applicable restrictions such as the details of their individual meal packages and hours of service. To Council, a limitation on the time during which the meal coupon would be honoured was a fundamental condition that was not, but should have been, clearly

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	disclosed in the advertisement. The advertiser is not identified in this case summary because the advertiser permanently withdrew the advertisement prior to the Council hearing.
Infraction:	Clauses 1 (a) (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Investment Company
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A lengthy disclaimer appeared at the end of a television commercial in which an investment opportunity was advertised.
Complaint:	The complainant alleged the disclaimer was illegible.
Decision:	The advertiser explained to Council that the very detailed disclaimer text was mandated by provincial legislation. The advertiser agreed that this text was too small and on-screen for too short a time to be clearly legible. Council found that the footnoted information was not presented in a clearly visible manner. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn prior to the Council hearing.
Infraction:	Clause 1(d).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Fitness Centre
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Alberta
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	A special low fee was advertised for membership in the Fitness Centre.
Complaint:	The complainant alleged that the advertisement did not disclose the fact that, although not stated in the advertising, other charges applied, such as a significant initiation fee.
Decision:	To Council, the advertisement should have, but did not, state that there were other undisclosed charges for membership. Council, therefore, found that that the advertisement contained a misleading claim, did not state all pertinent details of an offer, and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was appropriately amended prior to the Council meeting.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Food Retailer
Industry:	Food

Ad Standards

Region:	Atlantic Canada
Media:	Point-of-Sale
Complaint(s):	1
Description:	A vegetable product was advertised on in-store signage as “Product of Canada”.
Complaint:	The complainant alleged the advertisement was misleading because, unlike the advertisement, the packaging stated “Product of USA.”
Decision:	The advertiser acknowledged to Council that the signage was incorrect. Based on the facts, Council found that advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the advertisement was appropriately amended prior to Council hearing.
Infraction:	Clauses 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Food Retailer
Industry:	Food
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A package of 15 chicken thighs was shown in an advertisement at a price of \$5.00.

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Complaint:	The complainant alleged the advertisement was misleading, because the package available for purchase actually contained only 4-5 thighs.
Decision:	In its response to Council, the advertiser explained that the stock photograph used in the flyer to illustrate the type of product available was not intended to illustrate the quantity of the product offered for sale at \$5.00. Council agreed with the complainant that the photograph in the advertisement greatly exaggerated the quantity of the product available at the advertised price. Council, therefore, found that the advertisement contained a misleading representation. The advertiser is not identified in this case summary because it permanently withdrew the advertisement prior to the Council hearing, and committed to no longer use stock photographs in future advertisements for products that are sold other than by weight or specific quantity.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Media Company
Industry:	Other
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	A service was advertised as “free” for a time limited period. At the bottom of the advertisement was disclaimer language printed in extremely small type.
Complaint:	The complainant alleged that the advertisement was misleading because he could not access the free service. He also alleged that the text was illegible.
Decision:	The advertiser acknowledged that certain details intended to limit the offer had inadvertently been omitted from the advertisement. The advertiser also acknowledged that the fine print was too small to be easily legible or understood. Council, therefore, found that the advertisement contained a misleading representation about a service and omitted relevant information. Council also found that the footnoted

Ad Standards

	information was not presented in a manner that was clearly visible. The advertiser is not identified in this case summary because the advertisement was permanently retired prior to the Council hearing.
Infraction:	Clause 1(a), (b) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Not-for-profit Organization
Industry:	Non-commercial - Other
Region:	Atlantic Canada
Media:	Newspapers
Complaint(s):	1
Description:	An advocacy advertisement regarding government program expenditures contained a chart comparing expenditures by various provinces.
Complaint:	That the chart exaggerated the difference among provincial expenditure levels.
Decision:	The advertiser explained it was not its intention to communicate an inaccurate message, and promptly corrected the graph for subsequent advertising. However, because the graph was inaccurate, Council found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertisement was appropriately amended prior to the Council hearing.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Restaurant
Industry:	Food
Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	A clearly described and photographed meal was advertised on a daily deal website.
Complaint:	The photograph exaggerated the amount of meat included in the offer.
Decision:	The advertiser acknowledged that the amount of meat included in the meal was correctly depicted, but incorrectly described. Upon learning of the error and prior to the Council hearing, the text was amended to clarify the offer. Based on the facts, Council found that the advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the advertisement was appropriately corrected.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Restaurant
Industry:	Food
Region:	National

Ad Standards

Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	The advertiser claimed it was the first in the market to offer a certain product.
Complaint:	The complainant alleged the claim was untrue.
Decision:	The advertiser did not contradict the complainant's allegation, but contended that the claim was a simple exaggeration and was not intended to be taken literally. However, the impression conveyed to Council was that the claim was a statement of fact. Council, therefore, found that the commercial contained an inaccurate claim. The advertiser is not identified in this case summary because the commercial was permanently withdrawn prior to the Council hearing.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retail
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Nova Scotia
Media:	Point-of-Sale
Complaint(s):	1
Description:	On a scratch & win card for a consumer contest, it was stated that a specified minimum purchase of a product was required in order to enter the contest.
Complaint:	The complainant alleged that because entering this contest was subject to a "no purchase" option, the statement requiring a minimum purchase was misleading.

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Decision:	In its response to Council, the advertiser explained that information on the back of the scratch and win card directed consumers to the website for the full contest rules. The complete rules disclosed that no purchase was necessary and explained how to obtain a free scratch & win card, although no such inference could be drawn from the scratch and win card itself. To Council, the fact that there was a “no purchase” method of entry was important information that should have been disclosed in the contest rules, on the scratch card and in any other promotional material for this contest. Because this information was not included on the scratch card itself, Council found that the advertisement was misleading, omitted relevant information, and did not disclose all pertinent details of the offer. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn prior to the Council hearing.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	A statement was made in a commercial for telecommunications devices that the advertiser carried inventory for all service providers.
Complaint:	That the advertiser did not carry products for all service providers.
Decision:	The advertiser acknowledged that the message may have been unclear. Upon learning of the complaints, the advertiser posted a correction notice on its website and in its stores. Based on the facts, Council found that the advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the advertisement was appropriately corrected before the Council hearing though the posting of in-store and online correction notices.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A replica of a valuable historical item was advertised at a low price. Both in audio and video, the advertiser implied that the replica, like the original, would increase in value. Consumers should act quickly to take advantage of the low replica price before it increased.
Complaint:	The complainant alleged that the advertisement was misleading.
Decision:	When viewed in its entirety, the general impression conveyed to Council was that the replica, like the original historical item, should be regarded as an investment. However, there was no evidence in support of that impression. Council, therefore, found that the commercial was misleading. The advertiser is not identified in this case summary because the advertisement was withdrawn prior to the Council hearing.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer

Ad Standards

Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	In an advertisement promoting the purchase of a video game system package, the word “free” was highlighted in the photo of a specific video game.
Complaint:	The complainant alleged the advertiser would not provide him with the free game as advertised.
Decision:	In its response to Council, the advertiser acknowledged it was not clear in the advertisement that a different gaming system package than the advertised one had to be purchased in order to qualify for a “free game.”Based on the facts, Council found 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 appropriately amended by publishing a correction notice prior to the Council meeting.
Infraction:	Clauses 1(b) and (c).

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

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Description:	A barbeque was advertised at a sale price.
Complaint:	The complainant alleged that the advertisement featured a photograph of a better quality barbeque than the one described in the text of the advertisement.
Decision:	The advertiser acknowledged that due to a mistake the wrong image had been used in the flyer. Based on the acknowledged facts, Council found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertising was appropriately corrected before the Council meeting.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A printer was advertised at a special low price.
Complaint:	The complainant alleged the advertisement was misleading because it failed to disclose that one could not purchase the printer without also buying a computer.
Decision:	Council was aware there was an asterisk adjacent to the price in the advertisement directing readers to a legible disclaimer that disclosed that purchasing a computer was a pre-condition to getting the printer for the special low price. To Council, however, this purchase requirement was such a fundamental condition that it required a more prominent disclosure and placement within the body of the advertisement than it received at the bottom of the page. Because this fundamental condition was not prominently disclosed in the body of the advertisement, Council found that the advertisement omitted relevant information. The

Ad Standards

	advertiser is not identified in this case summary because the advertising was corrected before the Council meeting.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	An MP4 player was advertised as having radio capability.
Complaint:	The complainant alleged that the advertisement was misleading because the advertised model did not have radio capability.
Decision:	The advertiser acknowledged the error and agreed the MP4 player did not have radio capability. Based on the facts, Council found that the advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the advertiser corrected the advertisement immediately upon learning of the mistake.
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:	On its website, the advertiser offered to match the price of any competitor's price for identical items.
Complaint:	The complainant alleged the advertisement was not true because the advertiser would not match the prices of a US online retailer.
Decision:	Council could find nothing in the advertiser's price match policy that excluded US online vendors. To Council, if the advertiser intended to limit the definition of its competitors to Canadian online vendors for the purpose of price matching, it should have expressly said so in its advertising. Therefore, Council found that the advertisement contained an inaccurate claim, omitted relevant information, and did not clearly and understandably state all pertinent details of an offer. The advertiser is not identified in this case summary because the advertisement was appropriately amended before the Council hearing.
Infraction:	Clauses 1(a), (b), and (c).

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

Ad Standards

Region:	National
Media:	Digital - Display ads
Complaint(s):	4
Description:	In an advertisement on a social media site, the advertiser offered 50% off the price of any item.
Complaint:	The complainants alleged that the advertisement was misleading because the advertiser would not honour the discount on sale items.
Decision:	The advertiser acknowledged the advertisement was wrong and that the 50% discount should have been restricted to regular priced merchandise. Based on the facts, Council found that the advertisement was inaccurate and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was appropriately corrected by publishing correction notices on the social media site, on the advertiser's website, in-store, and in newspapers.
Infraction:	Clause 1(a) and (b).

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 online advertisement, the advertiser offered 50% off the price of ALL glasses, including prescription lenses.

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Complaint:	The advertiser would not honour the discount because progressive lenses were excluded from the sale.
Decision:	The advertiser acknowledged that the advertisement should have made it clear that lens upgrades were excluded. Because it did not, Council found that the advertisement was misleading and omitted relevant information (i.e., that the discount only applied to standard lenses). The advertiser is not identified in this case summary because the advertisement was appropriately amended prior to the Council hearing.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	3
Description:	In an online advertisement, the advertiser offered a significant discount on the purchase of specific electronic products.
Complaint:	The complainants alleged the advertiser would not honour the discount.
Decision:	The advertiser acknowledged that due to an error, qualifying language – “up to” – was inadvertently omitted from the amount of the advertised discount. Based on the facts, Council found that the advertisement was misleading, omitted relevant information, and did not clearly state all details of the offer. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaints.
Infraction:	Clauses 1(a), (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:	A coupon for a movie was offered with the purchase of select DVD movies in an email advertisement.
Complaint:	The advertisement did not make it clear which movies were included in the promotion.
Decision:	The advertiser acknowledged that an embedded link in the advertisement took consumers to a page that included some movie titles that were not eligible for the promotion. Based on the facts, Council found that the advertisement omitted relevant information and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(b) and (c).

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

Ad Standards

Media:	Newspapers
Complaint(s):	1
Description:	Furniture was advertised at a price that was represented as being \$400 off the regular price.
Complaint:	The complainant alleged that the savings claim was not true because the price tag on the furniture showed a lower “regular price” than the one stated in the advertisement.
Decision:	The advertiser acknowledged the price tag showed an incorrect price that should not have been displayed. Upon learning of the complaint the advertiser immediately instructed its stores to remove the incorrectly marked price tags from the merchandise. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the advertising was withdrawn before the Council meeting.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Point-of-Sale
Complaint(s):	1
Description:	On an in-store sign, the advertiser offered to match its competitors' prices.
Complaint:	The complainant alleged that despite providing proof that a competitor offered the product she wished to purchase at a lower price, staff would not honour the Price Match Guarantee.

Ad Standards

Decision:	Because the advertiser acknowledged that the Price Match Guarantee was in effect and should have been honoured, Council found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertisement was corrected prior to the Council meeting.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertiser offered a \$10 gift certificate to individuals who registered on the advertiser's website for a competition.
Complaint:	The complainant alleged that the advertisement was misleading because it did not disclose that the gift certificate had to be applied to purchases of \$50.
Decision:	To Council, the advertisement did not make it clear that a \$50.00 minimum purchase was required. Council, therefore, found that the advertisement omitted relevant information, and did not clearly and understandably state all pertinent details of an offer. The advertiser is not identified in this case summary because the advertisement was appropriately amended prior to the Council meeting.
Infraction:	Clauses 1(b) and (c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Point-of-Sale
Complaint(s):	2
Description:	In in-store signage, a retailer claimed that it offered a specific service, without any qualifications.
Complaint:	The complainants alleged the advertiser would not provide the service when they asked for it.
Decision:	The advertiser acknowledged that due to very exceptional circumstances, the service was not available at the stores visited by the complainants. Based on the facts, Council found that the advertisement was misleading and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaints.
Infraction:	Clauses 1(a) and (b).

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

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A gift with purchase was advertised in an online newsletter.
Complaint:	The complainant alleged the advertisement was misleading because it did not state that a \$10 minimum purchase was required to obtain the free gift, nor that a delivery charge applied.
Decision:	The advertiser acknowledged that the minimum purchase requirement and delivery charge should have been included in the advertisement. Based on the facts, Council found that the advertisement was misleading, omitted relevant information, and did not clearly state all pertinent details of the offer. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Point-of-Sale
Complaint(s):	1
Description:	In an in-store advertisement consumers were invited to use their accumulated points in a loyalty program to pay for their purchases.
Complaint:	The advertisement was misleading because it failed to mention that a minimum purchase of \$40 was required in order to use the loyalty points.

Ad Standards

Decision:	The minimum purchase requirement was important information that should have been disclosed in the original advertisement. Because it was not, Council concluded that the advertisement was misleading, 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 it appropriately corrected the advertisement as required under the Code.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Point-of-Sale
Complaint(s):	1
Description:	Through an in-store card, consumers could pre-order a video game and receive both a remote and a CD at no additional cost.
Complaint:	The complainant alleged that the advertisement was inaccurate. In fact, the remote and the CD were not free, but had to be purchased at a higher price than the video game alone.
Decision:	The advertiser acknowledged that an inadvertent error had been made in the advertisement. Council agreed with the complainant that the advertisement conveyed the impression that by pre-ordering the game, customers would get the remote and the CD as bonus items for the price of the game alone. Based on the facts, Council found that the advertisement contained an inaccurate price claim. The advertiser is not identified in this case summary because the advertiser posted correction notices in its stores as required under the Code.
Infraction:	Clauses 1(a) and (c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Food
Region:	Western Canada
Media:	Radio
Complaint(s):	1
Description:	The advertiser used a slogan in various print media that suggested it was a local company.
Complaint:	The complainant alleged the advertising was misleading, because the company was not locally based.
Decision:	Council agreed with the complainant and found that the advertising contained a misleading claim. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn prior to the Council hearing.
Infraction:	Clause 1(a).

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

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A coupon for 50% off the prices of a retailer's merchandise was posted online by an affiliate marketer.
Complaint:	The complainant alleged the advertisement was misleading because the retailer would not honour the offer at one of its outlet stores.
Decision:	While the retailer had informed the affiliate marketer that its outlet stores were excluded from the offer, it did not monitor the affiliate marketer's website to ensure the offer was correctly stated. In fact, the exclusion was not mentioned in the offer posted on the affiliate marketer's website. Council found that both the retailer and the third-party affiliate marketer qualified in this case as 'advertiser' and both were accountable under the Code for the retailer's advertising as it appeared on the third-party marketer's website. Based on the acknowledged facts, Council concluded that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	Quebec
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	Personalized email offers were sent to account holders indicating a \$0 account balance.

Ad Standards

Complaint:	The complainant alleged that the advertisement was misleading because his account balance was not \$0.
Decision:	The advertiser acknowledged that due to an inadvertent programming error, the offer was emailed to customers who did not have \$0 account balances. Based on the facts, Council found that the advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the problem was corrected and the advertisement withdrawn prior to the Council hearing.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Company
Industry:	Other
Region:	National
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	In its invoice to customers, the advertiser offered a free upgrade to the next level of Internet service.
Complaint:	The complainant alleged the advertising was misleading because the upgrade was actually a six month trial, and not a permanent upgrade.
Decision:	The advertiser informed Council that reference to the six month limitation was unintentionally omitted. Based on the facts, Council found that the advertising contained a misleading claim. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn prior to the Council hearing.
Infraction:	Clauses 1(b) and (c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Service Provider
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Unlimited long distance calling to certain countries was promoted in a television commercial.
Complaint:	The complainant alleged that unlimited calling was only available at a significantly higher price than was advertised.
Decision:	The advertiser submitted that the additional cost of calling to identified countries was disclosed in a super in the television commercial. Council concluded that the advertisement was misleading because the disclaimer was totally illegible. The advertiser is not identified in this case summary because the advertisement was withdrawn before the Council meeting.
Infraction:	Clauses 1(a) and (d).

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 direct mail promotion, a home phone plan was advertised at special rates.
Complaint:	The complainant alleged the advertisement was misleading because it did not disclose that the phone service was a Voice Over Internet Protocol (VOIP) service, which requires an Internet connection. The complainant also alleged that the advertisement failed to state that the advertised rates were promotional and would not continue after the promotion ended.
Decision:	The advertiser acknowledged that the advertisement should have, but did not state that this was a VOIP service, and that standard rates would apply once the promotion period ended. Based on the facts, Council concluded that the advertisement contained misleading claims, omitted relevant information, 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:	Infraction: Clause 1(a), (b), and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Travel Service Provider
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A hotel room was advertised for a special price.

Ad Standards

Complaint:	The complainant alleged that no rooms were available at that price.
Decision:	The advertiser acknowledged that incorrect prices were mistakenly displayed in the advertisement. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim. The advertiser is not identified in this case summary because the advertisement was corrected before Council met.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Travel Service Provider
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertiser claimed that all of its travel services included Wi-Fi access without charge.
Complaint:	The complainant alleged that the claim was not true.
Decision:	The advertiser acknowledged that Wi-Fi was not available on all of its services, as advertised, and that a qualifying statement erroneously and inadvertently had been omitted from the advertisement. Based on the acknowledged facts, Council found that the advertisement contained a misleading claim. The advertiser is not identified in this case summary because the advertisement was appropriately amended by adding a qualifying statement prior to the Council meeting.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Travel Services Provider
Industry:	Leisure services - Travel services
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	The advertiser claimed it provided services between specified locations.
Complaint:	The complainant alleged that the claim was not true.
Decision:	Council agreed with the complainant and found that the commercial contained an inaccurate claim. The advertiser is not identified in this case summary because the commercial was appropriately amended prior to the Council hearing.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Real Estate Company
Industry:	Real estate services
Region:	British Columbia

Ad Standards

Media:	Newspapers
Complaint(s):	1
Description:	Units in a condominium development were advertised as being "\$50-\$70k off."
Complaint:	The complainant alleged the advertisement was misleading because the discount applied only to 12, and not all of the 23 available units.
Decision:	Council agreed with the complainant and found that advertisement contained a misleading claim. The advertiser is not identified in this case summary because the advertisement was withdrawn prior to the Council hearing, and the wording appropriately amended for future advertisements.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity Clause 9: Imitation	
Advertiser:	Automobile Dealer
Industry:	Cars and motorized vehicles – General
Region:	Alberta
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	The headline of the advertisement read: "Canada Consumer Notification Consumer Alert." Immediately adjacent to the headline was an image of the maple leaf found on the Canadian flag. In addition, the Canadian Coat of Arms was watermarked on both sides of the advertisement. Copy in the body of the advertisement referred to an "Auto Stimulus Program", which enabled consumers to trade in their vehicles for a new one and receive up to \$2000 off the purchase price.

Ad Standards

Complaint:	That the advertisement was misleading as it appeared to be endorsed by the Government of Canada.
Decision:	Council found that several elements in the advertisement contributed to conveying the general impression that the Government of Canada was participating in and endorsed the dealer's vehicle trade in program. These elements included: the Canadian maple leaf, the words "Canada Consumer Notification Consumer Alert," and Canada's Coat of Arms. Because the impression conveyed to Council by the advertisement was false, Council found that the advertisement imitated the illustrations of another advertiser in such a manner as to mislead. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn prior to the Council hearing.
Infraction:	Clauses 1(a) and 9.

Clause 2: Disguised Advertising Techniques	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	An "article" appeared in a newspaper about preventing a medical condition with the use of nutritional supplements. On the same page, immediately below the "article" was an advertisement for a retailer of nutritional supplements who also wrote the article.
Complaint:	The complainant alleged that the "article" was an advertisement and should have been identified as such.
Decision:	In its response to Council, the advertiser explained that it had relied on the newspaper to ensure that the promotional article was appropriately identified as advertising. A representative of the newspaper subsequently explained to Council that an inadvertent error had occurred in which the page containing the "article" was not properly identified as "advertising". Based on the acknowledged facts, Council found that the advertisement was presented in a format that concealed its commercial intent. The advertiser is not identified in this case summary because the advertisement was appropriately amended by publishing a corrective advertisement prior to Council hearing.

Ad Standards

Infraction:	Clause 2.
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Clause 10: Safety	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	3
Description:	Two individuals with very different driving styles were shown – one careful and the other one impulsive.
Complaint:	The impulsive driver was shown executing an unsafe parking manoeuvre.
Decision:	The unsafe parking manoeuvre was depicted in the advertisement in a very realistic and potentially appealing way that could have serious consequences if attempted by inexperienced drivers. In arriving at its decision, Council took into account Code Interpretation Guideline #4 –Alleged Infractions of Clauses 10 or 14: Motor Vehicle Advertising. Council concluded that the commercial displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe practices or acts. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 10

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Daily deal website

Ad Standards

Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	An advertisement on a social networking site promoting a daily deal website showed a scantily-clad woman wearing high heels washing a kitchen floor on her hands.
Complaint:	The complainant alleged that the advertisement was sexist and derogatory to women.
Decision:	Council agreed with the complainant and found the image of the woman in the advertisement demeaned and denigrated women. The advertiser is not identified in this case summary because it permanently withdrew the ad prior to the Council hearing.
Infraction:	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	3

Ad Standards

Description:	In an online advertising campaign, a woman provided advice and performed various physical activities intended to alleviate workplace stress.
Complaint:	The complainants alleged that the manner in which the woman was depicted objectified and demeaned women.
Decision:	Council accepted the advertiser's submission that it did not intend to objectify or denigrate women. Nevertheless, to Council the frequent close-ups of the woman's chest, some of her physical gestures, and the sexual innuendo used in the advertisements all contributed to Council's assessment that it was demeaning and denigrating to women to depict a woman in this way in advertisements for a product or service unrelated to sexuality. The advertiser is not identified in this case summary because the advertisements were permanently withdrawn prior to the Council hearing.
Infraction:	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Service Provider
Industry:	Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	5
Description:	Women appeared to be nearly naked in an advertisement promoting the advertiser's service.
Complaint:	The complainants alleged the advertisement objectified women.
Decision:	Even though the advertiser did not intend to objectify women, Council found that the advertisement featured women in provocative poses to promote a service unrelated to sexuality. The advertisement, thereby, displayed obvious indifference to and encouraged, gratuitously, attitudes that offended standards of decency prevailing among a significant segment of the population.

Ad Standards

Infraction:	Clause 14(d).
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Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Service Provider
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Quebec
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	An advertisement showed an individual making a gesture.
Complaint:	That the depiction was highly offensive and indecent.
Decision:	Council found that the advertisement displayed obvious indifference to conduct that offended standards of public decency prevailing among a significant segment of the population. The advertiser is not identified in this case summary because the advertisement was withdrawn prior to the Council hearing.
Infraction:	Clause 14(d).