

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2013. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2013 - December 31, 2013

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Affair
Industry:	Leisure services - Travel services
Region:	British Columbia
Media:	Newspapers
Complaint(s):	1
Description:	"Direct non-stop" flights from Vancouver to Glasgow were advertised.
Complaint:	The complainant alleged that all the advertised flights stopped in Calgary and were not "direct non-stop" flights, as advertised.
Decision:	In its response to Council, the advertiser explained that an unanticipated routing change necessitated a one-stop touchdown in Calgary on the Vancouver to Glasgow flight. As a result, the advertised flight was neither "direct" nor "non-stop." Based on the facts, Council found that the advertisement was misleading.
Infraction:	Clause 1(a).
Advertiser's Verbatim Statement	We apologise for any confusion caused with our original advert, this was certainly not our intention. Whilst we feel that the advert was appropriately amended prior to Ad Standards contacting us and the meeting of Council, on receipt of Council's decision we have further amended the advert for clarity as it was never our intention to mislead consumers.

Ad Standards

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 sale on “all” 14, 15, 16 and 17 inch Motomaster tires was advertised in a flyer. The advertisement included a table that listed specific tire dimension parameters.
Complaint:	The complainant alleged that all the advertised flights stopped in Calgary and were not “direct non-stop” flights, as advertised.
Decision:	The advertiser explained that the table in the advertisement was intended to be a guide to the range of potential sizes that may be available, not a commitment that all would be available. To Council, however, the advertisement conveyed the impression that all the itemized tires were available during the promotion so long as they fell within the advertised parameters for section width, aspect ratio, and speed rating.
Infraction:	Clause 1(a), (b), and (c).

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

Ad Standards

Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A freestanding sun umbrella, along with its base, which was made up of four separate parts, were shown in a flyer advertisement. The umbrella base, which was sold as a separate item, was featured in the advertisement at \$59.99.
Complaint:	The complainant alleged the advertisement was misleading because the \$59.99 advertised price was only for one quarter of the base.
Decision:	The advertisement conveyed the impression that the entire base for the umbrella cost \$59.99, when, in fact, the base consisted of four separate pieces, each of which cost \$59.99. Because the advertisement did not make it clear that the price was for one quarter only, Council found that the advertising was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

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 specially-priced 201 piece tool set was advertised in a flyer.
Complaint:	The complainant alleged he could not purchase the advertised toolset.

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Decision:	In its response, the advertiser acknowledged that the toolset had been incorrectly illustrated in the flyer, but that upon learning of the error, the advertiser removed the incorrect photo of the toolkit from the database.
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 brand of dishwasher detergent was advertised in a flyer at 25% off the regular price.
Complaint:	The complainant alleged the advertiser would not honour the advertised price.
Decision:	In its response to Council, the advertiser explained that the wrong product was illustrated in the flyer. Based on the facts, Council found that the advertisement was inaccurate. Although the advertiser emailed its retail outlets advising them of the error, the stores do not appear to have been informed how, where, or when a correction notice should be posted in-store or elsewhere, or what the correction notice should say to ensure that consumers were made aware of the error.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Comwave
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial the advertiser promoted a \$14.95 per month rate for unlimited local calling with “all the features” absolutely free. It was specifically stated in the audio portion of the commercial that “I get unlimited calling to 60 countries.”
Complaint:	The complaint alleged the advertisement was misleading because it suggested that the cost to call 60 countries was included in the \$14.95 advertised monthly rate.
Decision:	The advertiser provided Council with the commercial, noting the inclusion of a small-type video super that read: “The Comwave llobal Plan with unlimited calling to over 60 countries has a monthly fee of \$29.95.” To Council, the general impression conveyed by the commercial as a whole was that all the advertised features, including unlimited calling to 60 countries, was included in the monthly rate of \$14.95. Contributing to this impression was the fact that the offer of “Only 14.95. All Features Free” was emphasized many times during the commercial both in audio and in very large print supers. As well, just before the “calling to 60 countries” claim, a voice-over announcer stated “You can try it for free, there’s nothing to lose.” Council understood the commercial included video supers. However, these supers, which materially qualified the principal claims and contradicted the main message communicated by the advertising, were illegible. Council, therefore, found that the commercial contained a misleading claim, omitted relevant information, did not clearly state all pertinent details of the offer, and contained disclaimers that were illegible and contradicted the main message.
Infraction:	Clauses 1(a), (b), (c) and (d).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Comwave Networks Inc.
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Home phone service was advertised in a television commercial.
Complaint:	The complainant alleged the commercial was misleading because it did not disclose the fact that a three year commitment was required in order to receive six months of free home phone service.
Decision:	The advertiser claimed that the terms of Comwave's advertised offer were disclosed in supers that appeared at several places in the commercial. Although the terms may have been included in the supers, Council, in evaluating the commercial, found the small type supers to be neither legible nor understandable. Council found that the advertisement contravened the Code because the footnoted information was not clearly visible or legible.
Infraction:	Clause 1(d).

Clause 1: Accuracy and Clarity	
Advertiser:	Hudson's Bay Company
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A “Buy 1 Get 2 Free” sale on luggage was advertised as being available both online and in-store.
Complaint:	The complainant alleged that the offer was not available to online purchasers.
Decision:	The advertiser explained that, for technical reasons, it was unable to honour the “Buy 1 Get 2 Free” offer for online purchases. Because of this, the advertiser offered a 65% discount off the regular purchase price. While Council understood that the advertiser had tried to remedy the issue, the alternative was not precisely equivalent to the ‘Buy 1 Get 2 Free” offer. Council, therefore, found that the advertisement did not clearly disclose all pertinent details of the offer and omitted relevant information.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Image Optometry
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertised price of an eye examination together with a complete pair of eye glasses was \$89.95. “All inclusive. No hidden charges or taxes. Some restrictions apply.”
Complaint:	The complainant alleged the advertisement was misleading because there were additional charges depending on prescription strength.

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Decision:	In Council’s judgement, the advertisement provided consumers with no details of the extent of the limitations or restrictions on the offer. Council found that the words “some restrictions apply” did not adequately inform consumers of the limitations to the advertised offer and the corresponding extra cost to consumers. Council, therefore, upheld the complaint finding that the advertisement was misleading, omitted relevant information and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Logomojo
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Various packages of logo designs were advertised on the advertiser’s website.
Complaint:	According to the complainant, after she ordered a \$195 logo design package, the advertiser told her the design she wanted was complex and would cost \$1,000.
Decision:	Based on the facts, Council found that the advertisement was misleading and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(a) and (b).

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Clause 1: Accuracy and Clarity	
Advertiser:	Mitsubishi Motor Sales of Canada
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A television commercial for a new vehicle contained several small print disclaimers.
Complaint:	The complainant alleged the disclaimers were illegible.
Decision:	Council members repeatedly tried to read the disclaimers without success because the font used in the supers was so small as to be illegible. Because important details regarding matters such as warranties and pricing information were not clearly visible or legible, Council found that the commercial contravened the <i>Code</i> .
Infraction:	Clause 1(d).

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

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A specified model of treadmill was advertised on the advertiser's website.
Complaint:	The complainant alleged the advertisement was misleading because the treadmill was out-of-stock.
Decision:	The advertiser explained it substituted a product of equal or greater value than the advertised product to meet the unexpectedly high consumer demand. While this fact was appreciated by Council, the product continued to be advertised long after the advertiser was aware the product was out-of-stock. Council, therefore, found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

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:	A promotion on books was advertised on the advertiser's website.
Complaint:	The complainant alleged the advertisement was misleading because it did not mention that the sale was limited to select books only.

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Decision:	The advertiser acknowledged that the advertisement did not include all relevant conditions of the promotion. Based on the facts, Council found that the advertisement contained an inaccurate representation and omitted relevant information.
Infraction:	Clauses 1(a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Transat A.T. Inc.
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A return flight from Toronto to London was advertised at \$699 on the company's website.
Complaint:	The complainant alleged he could only purchase the return flight from the advertiser at a higher price than advertised.
Decision:	The advertiser acknowledged that the incorrect price was listed on the website as a result of an error. Based on the facts, Council found that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Tuango
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Quebec
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	An orthodontic treatment valued at \$8,300 was advertised at \$399 payable now and \$4,000 at the first visit to the dental clinic – a savings of 95%.
Complaint:	The complainant alleged that the amount of the savings was, in fact, 48% not 95%.
Decision:	In its response to Council, the advertiser explained that a computer error resulted in the erroneous 95% savings claim. Based on the facts, Council concluded that the advertisement contained a misleading savings claim.
Infraction:	Clause 1(a).

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

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	A lawn mower was advertised as being in stock at the advertiser's store in Calgary.
Complaint:	Contrary to the advertisement, the lawn mower was not available at the store the complainant visited.
Decision:	The advertiser explained to Council that although the product had been delisted, the advertisement was temporarily re-published, in error, on the advertiser's website. Based on the acknowledged facts, Council found that the advertisement contained an inaccurate claim.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	WIND Mobile
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A phone was advertised on the advertiser's website for \$399 on WINDtab with a \$40 plan.
Complaint:	The complainant alleged the advertisement was misleading because it did not state that the special price was available only to new subscribers.
Decision:	To Council, it was not clear from the advertisement that the special price was only available to new subscribers, not existing customers. To Council, the advertisement should have stated, "for new customers only", or other similar words that clearly conveyed the same message. Because it did not,

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	Council found that the advertisement omitted relevant information and did not state all pertinent details of the offer in a clear and understandable manner.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Aritzia LP
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	All fall/winter merchandise was advertised as 20%-50% off the advertiser's regular prices.
Complaint:	The complainant alleged that the discount was less than 20% on many items.
Decision:	The advertiser agreed the advertisement should have stated that the 20%-50% discount applied only to select items. Because the advertisement did not, Council found that it contained a misleading savings claim.
Infraction:	Clauses 1(a) and 3 (a).

Ad Standards

Clause 1: Accuracy and Clarity Clause 6: Comparative Advertising Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Animal Defence League of Canada
Industry:	Non-commercial - Ads by government
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	In an advocacy advertisement entitled "Vanity's Victims", what appeared to be a fox was shown confined in a small cage. A raccoon and a cat were shown caught in steel-jawed leg-hold traps. Below the photograph of the fox was text that read: "A Fur Factory Caged and Killed". Under the photograph of the raccoon was text that read: "Traps are Never Humane". Under the photograph of the cat was text that read: "Traps are Non-Selective."
Complaint:	A special interest group alleged that the advertisement was both misleading and disparaged the Canadian fur trade because the illustrated trapping and farming methods are no longer permitted in Canada, nor are they currently in use by the Canadian fur industry.
Decision:	To Council, the anti-fur trapping advertisement conveyed the inaccurate and misleading impression that the depicted techniques are widely used by the Canadian fur-trapping industry. In fact, the illustrated traps are prohibited in Canada for use on land. On that basis, Council also found that the advertisement unfairly disparaged Canadian trappers and the Canadian fur industry.
Infraction:	Clauses 1(a) and 3 (a).
Advertiser's Verbatim Statement:	"So long as Trapping Standards allow any kind of trap (leghold, Conibear and snare) and confine animals in cages, the wild animals caught in the traps will suffer terror and pain, and their offspring may slowly die of starvation in their dens, while the caged animals go crazy from the stress of confinement. Therefore, animals being trapped, caged and killed for lucrative commerce is indefensible „ÿ no matter how much hard padding is placed between the steel jaws of the traps, which suddenly spring and tightly seize their terrorized victims on land, or under water where the animals slowly drown."

Ad Standards

Clause 1: Accuracy and Clarity Clause 8: Professional or Scientific Claims	
Advertiser:	Adam Mcleod, Dreamhealer
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	On the advertiser's website, which promoted remote healing workshops and services, the advertiser claimed that "harnessing our own intentions is the most effective way that we can all play an active role in our own healing."
Complaint:	The complainant alleged there was no scientific support for the claim.
Decision:	To Council, the advertised claim was absolute, unequivocal, and unsupported by the evidence submitted by the advertiser. Council, therefore, concluded that the claim was not substantiated as required under the <i>Code</i> .
Infraction:	Clauses 1(e) and 8.

Clause 1: Accuracy and Clarity Clause 8: Professional or Scientific Claims	
Advertiser:	Maya Abdominal and Uterine Therapy in Ottawa
Industry:	Other
Region:	National

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	On its website, a Maya therapist claimed that Maya Abdominal and Uterine Therapy could relieve certain medical conditions, including impotence and cancer of the cervix, uterus, colon or bladder.
Complaint:	The complainant alleged the claims could not be substantiated and were misleading.
Decision:	The advertiser responded by stating the treatment claims on its website originated from a third party that had accredited the advertiser to perform the Maya Abdominal Therapy technique. In Council's evaluation, however, it appeared by including the claims on the advertiser's website, the advertiser adopted the claims as its own. Because no substantiation for the claims was provided by the advertiser to Council, Council found that the advertisement contained unsubstantiated claims.
Appeal:	On an appeal, the advertiser submitted testimonials by other Maya Therapy practitioners and teachers in support of the claims. These were considered by the Appeal Panel, but were not found sufficiently robust to adequately substantiate the advertised claims. The Appeal Panel, therefore, confirmed the original Council decision.
Infraction:	Clauses 1(e) and 8.

Clause 10: Safety	
Advertiser:	Subaru Canada
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	11

Ad Standards

Description:	A commercial for the Forester Family Rally contest featured a family consisting of parents and two children in a car, which was being driven fast as if in a competitive car rally on what appeared to be a rough country back road through a forest. The family laughed with excitement as the car was driven up and down hills and around tight corners.
Complaint:	The complainants alleged the commercial depicted driving behaviour that encouraged unsafe driving behaviour.
Decision:	In its response to Council the advertiser explained that its intention was to show real people driving safely and with confidence over rough terrain, and that the scenario in the commercial did not depict a typical family drive. The family wore helmets and the drivers had been trained by professional drivers before participating in the rally as stated in a prominent super that read: "Closed Course. Do not attempt. Drivers have received professional training." After careful consideration, the majority of Council was of the view that viewers would understand this was a unique and special off-road driving situation that should not be attempted or replicated. Council, therefore, did not uphold the complaints.
Appeal:	As provided in the Code, one of the complainants requested an Appeal of the Council decision. The appeal was considered by an Appeal; Panel of Council who did not participate in the original decision. While the Appeal Panel understood that it was not the advertiser's intention to convey the impression that it was fun to drive dangerously, to the Appeal Panel, the commercial conveyed the overwhelming impression that the featured vehicle was capable of being driven in the manner depicted in the commercial, which would be unsafe and dangerous if undertaken on a public roadway, notwithstanding the supered disclaimer. In arriving at its decision, the Panel took into account the position developed and endorsed by the motor vehicle industry as expressed in Sections 4.2(b) and (c) in Interpretation Guideline #4 – Alleged Infractions of Clauses 10 or 14: Motor Vehicle Advertising.
Infraction:	Clause 10.

Clause 10: Safety	
Advertiser:	Subaru Canada
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television

Ad Standards

Complaint(s):	1
Description:	A young man and a young woman were shown racing separate Imprezas, (the advertised vehicle), in the desert. They were laughing and enjoying themselves as they performed various dramatic, choreographed, stunt-like manoeuvres with their vehicles.
Complaint:	The complainant alleged that the commercial encouraged unsafe driving.
Decision:	The commercial included a super “Professional Drivers. Closed Course.” Council recognized that depicting professional drivers engaged in controlled driving situations on a closed course is not prohibited in the Code or in Interpretation Guideline #4 – Alleged Infractions of Clauses 10 or 14 (of the Code): Motor Vehicle Advertising. In this commercial, however, nothing in the appearance of the two drivers suggested they were professional drivers. Rather, everything suggested they were actors portraying conventional drivers of the same age, racing against each other on sand flats. To Council, the general impression conveyed by this commercial was that driving an Impreza as depicted in this commercial was not only fun, but that ordinary drivers could perform equally with those depicted if they, too, drove an Impreza. However, any attempt by ordinary drivers to replicate these actions on conventional roads or highways would be regarded as unsafe and dangerous. Council, therefore, found that the commercial displayed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe acts, contrary to Clause 10 of the Code. This general impression was not minimized by the disclaimer language in the commercial.
Infraction:	Clause 10.

Clause 13: Advertising to Minors Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	420 Kingston
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	2

Ad Standards

Description:	<p>In a TV commercial, a head shop and seed bank promoted the retail products it carried. The commercial consisted of a cartoon format, featuring two dogs talking to each other, while their owners sat on a couch in the background, apparently playing video games.</p> <p>A condensed version of the dogs' conversation follows:</p> <p><u>Spotted Dog</u>: "Hey man, did you hear that 420 Kingston has the best selection of seeds?"</p> <p><u>Brown Dog</u>: "Tomato seeds? Sunflower seeds?"</p> <p><u>Spotted Dog</u>: "No, but you can always pick up a nice pipe."</p> <p><u>Brown Dog</u>: "What about an aluminium pipe? Copper pipe?"</p> <p><u>Spotted Dog</u>: "No, but you can always get some nice papers."</p> <p><u>Brown Dog</u>: "They have newspapers? I love newspapers."</p> <p><u>Spotted Dog</u>: "No. Listen, if you'd rather select than settle, then 420 Kingston is where you want to be. And if you don't feel like getting up right now, then go to 420kingston.com for a full catalogue of seeds."</p> <p>In the visual portion of the commercial, thought bubbles appeared above one dog's head and featured the types of seeds, pipes and papers the dog mentioned.</p>
Complaint:	<p>The complainants alleged that the commercial for a retailer of products intended for marijuana use was unacceptable because the cartoon format would appeal to youth.</p>
Decision:	<p>In its response to Council, the advertiser explained that the commercial was targeted to users of marijuana for medicinal purposes only and that the commercial did not glamorize marijuana or the advertiser's business. As well, the commercial was not scheduled to air during children's programming, but rather, during the news time slot at 6:00 pm or later.</p> <p><u>Original Commercial</u></p> <p>Council recognized that advertisers are entitled to advertise products that are legally available for purchase by the public. However, after a careful assessment of the commercial in its entirety, including the animated elements, Council found that the commercial contravened the <i>Code</i>. The commercial appeared to Council to have been crafted to appeal to recreational marijuana users, no less than to consumers of marijuana for medicinal purposes. In fact, there was no reference at all in the commercial to the use of marijuana for medicinal purposes. As well, the commercial prominently featured the advertiser's website, which highlighted the large selection of seeds available by mail order from the advertiser. The overall impression conveyed by the commercial to Council was that the commercial exhibited obvious indifference to unlawful behaviour, i.e. recreational use of marijuana, which is not legal in Canada.</p> <p>After determining that the commercial contravened Clause 14(b), Council then considered the application of Clause 13 (Advertising to Minors). Council understood that cartoons in advertising do not necessarily</p>

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	<p>appeal exclusively to children and youth. Council found, however, that the animation in this commercial would have definite appeal to teenagers who are accustomed to watching sophisticated cartoon programs such as The Simpsons and Family Guy. Council also took into account the fact that the commercial directed viewers to the advertiser’s website, which was not age-gated.</p> <p>For the reasons noted above, Council concluded that the commercial also contravened Clause 13 of the <i>Code</i>.</p> <p><u>Amended Commercial</u></p> <p>The advertiser voluntarily added a super to the commercial in order to address the concerns of the complainants. The super read: “420 Kingston sells products for medical and novelty use, please visit 420kingston.com for additional information about Health Canada’s medical cannabis programme.”</p> <p>Council found that the amendment failed to overcome the overwhelming impression conveyed by the commercial, namely that the commercial exhibited indifference to unlawful behaviour and appealed to minors.</p>
Appeal:	The original decision of Council was confirmed by the Appeal Panel.
Infraction:	Clauses 13 and 14(b).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Guyspy.com
Industry:	Other
Region:	British Columbia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	A specially-priced 201 piece tool set was advertised in a flyer.

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Complaint:	The complainant alleged he could not purchase the advertised toolset.
Decision:	In its response, the advertiser acknowledged that the toolset had been incorrectly illustrated in the flyer, but that upon learning of the error, the advertiser removed the incorrect photo of the toolkit from the database.
Infraction:	Clause 1(a).

Ad Standards

Non-Identified Cases - January 1, 2013 - December 31, 2013

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Restaurant
Industry:	Food
Region:	Ontario
Media:	Point-of-Sale
Complaint(s):	1
Description:	Online and in-store advertising claimed the bakery was “soy-free.”
Complaint:	The complainant alleged the advertisement was inaccurate because some of the products offered for sale contained soy.
Decision:	To Council, the words “soy-free” meant that every product sold at the store was 100% soy-free. However, the advertiser acknowledged that, occasionally, seasonal baked products contained soy. Based on the acknowledged facts, Council found that the unqualified claim was inaccurate and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was appropriately amended before Council met to adjudicate the case.
Infraction:	Clause 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Airline

Ad Standards

Industry:	Leisure services - Travel services
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	Savings on the prices of flights to certain cities were advertised as being available when booked by a specific date.
Complaint:	The complainant alleged the sale advertisement was misleading because the prices of flights to some of the same cities were cheaper in an advertisement for regularly priced flights that appeared after the expiry of the sale advertisement.
Decision:	In its response to Council the advertiser explained that regular priced advertising include a restricted number of advantageously priced flights, which can be lower than the fares to those same cities advertised during a sale period. To Council, the sale advertisement conveyed the general impression that purchasers could save money on all flights, when, in fact, the sale prices were not necessarily the advertiser's lowest prices. Council, therefore, concluded that the sale advertisement omitted relevant information (i.e. the sale price is not necessarily the lowest price), and made a misleading savings claim. The advertiser is not identified in this case summary because it permanently withdrew the advertisement.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television

Ad Standards

Complaint(s):	1
Description:	Many small print disclaimers were included in a television commercial promoting the sale of a motor vehicle.
Complaint:	The complainant alleged the disclaimers were illegible.
Decision:	Even with repeated attempts, Council was unable read the disclaimers because the font used in the supers was too small to be legible. Council, therefore, found that the commercial contravened the Code. The advertiser is not identified in this summary because it permanently withdrew the commercial before Council met to consider the complaint.
Infraction:	Clause 1(d).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Service Provider
Industry:	Financial services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	The advertiser superimposed several lines of text on the final frame of a commercial for a financial product.
Complaint:	The complainant alleged the text was totally illegible.
Decision:	Council agreed with the complainant that the supers were too small and not on on-screen long enough to be clearly legible, thereby contravening the Code. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the case.

Ad Standards

Infraction:	Clause 1(d).
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Clause 1: Accuracy and Clarity	
Advertiser:	Restaurant
Industry:	Food
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	Two pizzas were illustrated and offered in a flyer at a special price.
Complaint:	The complainant alleged the photograph exaggerated the number of toppings available at the advertised price.
Decision:	The photograph clearly depicted a pizza with more than four toppings. However, the accompanying advertising copy limited the number of toppings to four in total. Because the photograph did not accurately represent the actual number of toppings included in the offer, Council found that the advertisement contained an inaccurate representation and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Restaurant

Ad Standards

Industry:	Food
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A promotion in which children could eat for free was advertised in a commercial that showed two adults and multiple children.
Complaint:	The complainant alleged the commercial was misleading because the promotion was limited to a free meal for one child under a specific age when accompanied by an adult.
Decision:	By featuring numerous children, the general impression conveyed to Council by this commercial was that all of the children could eat for free. In fact, there were significant restrictions that applied to the offer that were not mentioned in the commercial. Council, therefore, concluded that the commercial omitted relevant information in a manner that, in the result, is deceptive. The advertiser is not identified in this summary because it permanently withdrew the commercial before Council met to consider the complaint.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity

Advertiser:	Retailer
Industry:	Other
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1

Ad Standards

Description:	A chair was described as “leather” in a flyer advertisement.
Complaint:	The complainant alleged the description was incorrect.
Decision:	The advertiser acknowledged it had erroneously described the chair. Based on the facts, Council found that the advertisement contained an inaccurate claim about the product. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaint.
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 product feature that was not available in Canada was highlighted in a Canadian advertisement for an electronics product.
Complaint:	The complainant alleged the advertisement was misleading.
Decision:	The advertiser acknowledged that the advertisement erroneously promoted a feature that was unavailable in Canada. 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 corrected before Council met to adjudicate the complaint.
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:	A silver ring was featured on the advertiser's website.
Complaint:	The complainant alleged the advertisement was misleading because the quality of the ring purchased by the complainant through the advertiser's website was lower than the one pictured in the advertisement.
Decision:	After comparing the photographs supplied by the complainant with the one pictured in the advertisement, Council agreed with the complainant and found that the advertisement contained a misleading representation. The advertiser is not identified in this case summary because it permanently withdrew the advertisement.
Infraction:	Clause 1(a), (b) and (c).

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

Ad Standards

Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	A specific model of snow blower was featured in a "No tax" sale event.
Complaint:	The complainant alleged the advertisement was misleading because the advertiser said the illustrated model did not qualify for the "No tax" promotion.
Decision:	To Council, it was misleading to advertise a sale using a photograph of a product that was not available and to which the discount did not apply. Council concluded that the advertisement contained an inaccurate and misleading representation. The advertiser is not identified in this summary because the advertiser immediately amended the advertisement upon being advised of the complaint and before Council's adjudication.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Service
Industry:	Other
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	3
Description:	A claim was made in a flyer regarding certain density aspects of a development project.

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Complaint:	Several residents of the affected community alleged that the advertisement misrepresented the density of the project.
Decision:	Council agreed with the complainants and found that the advertisement omitted relevant information. The advertiser is not identified in this case summary because the advertisement was retired before Council met to adjudicate this case.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	22
Description:	A new program of services was advertised.
Complaint:	The complainants alleged the commercial was misleading because the services were not yet available.
Decision:	To Council, the commercial conveyed the general impression that the services were universally accessible. In fact, they would not be accessible for some time. Council, therefore, concluded that the commercial omitted relevant information. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	The advertiser made a claim regarding service availability.
Complaint:	The complainant alleged that the commercial was misleading because the advertised service was unavailable in his area.
Decision:	To Council, the impression conveyed by the commercial was that the service was available without exception, when, in fact, it was not. Council, therefore, found that the commercial contained an inaccurate claim. The advertiser is not identified in this summary because the commercial was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Other
Region:	Western Canada

Ad Standards

Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial, certain rates were described as being the lowest in Canada.
Complaint:	The complainant alleged that the claim was not true.
Decision:	Based on the evidence before it, Council agreed with the complainant and found that the advertisement contained a misleading claim. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Spa
Industry:	Other
Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	In an online advertisement, the advertiser claimed that one of its cosmetic facial services “actually reversed the aging process.”
Complaint:	The complainant alleged the advertisement was misleading.
Decision:	The advertiser explained that, upon learning of the complaint, the claim was removed from its website. Given that the advertiser provided no information to support the challenged claim, Council found that the advertisement contained an unsubstantiated and, therefore, misleading claim. The advertiser is not

Ad Standards

	identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a), and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Company
Industry:	Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Phone services were advertised in a television commercial.
Complaint:	The complainant alleged it was impossible to read the disclaimers supered in the commercial.
Decision:	Council, too, was unable to read the supers because the text was too small and not on screen long enough to be legible. Council, therefore, found that the advertisement contravened the Code because the footnoted information was not clearly visible or legible. The advertiser is not identified in this case summary because it withdrew the advertisement.
Infraction:	Clause 1(d).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Company
Industry:	Other
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In a promotion for unlimited Internet usage, the advertiser claimed that the terms and details of the promotion applied to any Internet package from the advertiser.
Complaint:	According to the complainant, the advertiser would not apply the terms of this promotion to the complainant's Internet package.
Decision:	Council found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertisement was appropriately amended before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

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

Ad Standards

Media:	Newspapers
Complaint(s):	1
Description:	An unlimited phone plan was advertised at a special price.
Complaint:	The complainant alleged the advertisement was misleading because it did not state that the plan was only available on a monthly basis, or with a two year agreement.
Decision:	These limitations should have been fully disclosed in the advertisement. Because they were not, Council found that the advertisement did not clearly state all pertinent details of an offer and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaint.
Infraction:	Clauses 1(b) and (c).

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:	Floor tiles were advertised at \$9.98 per package of five tiles.
Complaint:	The complainant alleged that, contrary to the advertisement, the in-store price was \$9.98 per tile.

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Decision:	In its response, the advertiser acknowledged the error. The advertisement should have stated the price as \$9.98 per tile, not per package. 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 advertisement was permanently withdrawn before Council met to adjudicate the complaint.
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:	Radio
Complaint(s):	1
Description:	A product was advertised at a special low price.
Complaint:	The complainant alleged the product was not available at the advertised price.
Decision:	The advertised product is often sold at a pair, and to Council, the commercial conveyed the impression that the price was for a pair. In fact, the special price only applied to the purchase of a single item, not a pair. Because the commercial did not clarify that the price was per item, Council found that the commercial contained a misleading price claim. The advertiser is not identified in this case summary because the advertisement was appropriately amended before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and 3(a).

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Clause 2: Disguised Advertising Techniques Clause 9: Imitation	
Advertiser:	Automobile Dealer
Industry:	Cars and motorized vehicles – General
Region:	Alberta
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	A sales event was advertised in a direct mail envelope that included the following elements: a Canada Post mark, a tracking number, and the words "Notice. Time Sensitive Air Express. Urgent Delivery."
Complaint:	The complainant alleged the advertisement was falsely disguised to resemble an official Canada Post mail delivery envelope and was misleading.
Decision:	When viewed as a whole, the above-mentioned elements all contributed to the overall impression that the envelope was authorized by Canada Post, and that some urgent action was required on the part of the recipient. In fact, the envelope was a key part of a direct mail advertisement that promoted a sale sponsored by the automobile dealership. This fact was not disclosed anywhere on the envelope. Council, therefore, concluded that the advertisement, of which the envelope was an integral part, contravened Clause 9 (Imitation) of the Code by imitating the copy or illustrations of another advertiser in such a manner as to mislead the consumer. As well, because the commercial intent of the advertisement was not clearly disclosed on the envelope, Council also found that the advertisement contravened Clause 2 (Disguised Advertising Techniques). The advertiser is not identified in this case summary because the advertisement was appropriately amended before Council met to adjudicate the case.
Infraction:	Clauses 2 and 9.

Clause 3: Price Claims	
Advertiser:	Automotive Service Provider

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Industry:	Cars and motorized vehicles – General
Region:	Alberta
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	In a flyer, several products were advertised for sale at prices that allegedly were one-half the regular prices. Beside each item the percentage of savings was displayed.
Complaint:	The complainant complained the advertisement was misleading, because, in fact, the savings ranged from 41% to 43%. None was 50%.
Decision:	The advertiser acknowledged that incorrect savings statements were inadvertently displayed in the flyer. Based on the acknowledged facts, Council found that the advertisement contained exaggerated saving claims. The advertiser is not identified in this case summary because the advertisement was corrected before Council met to adjudicate the complaint.
Infraction:	Clauses 3(a).

Clause 10: Safety	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	4

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Description:	In an automobile commercial, a driver swerved dangerously, without slowing down to avoid a significant obstacle on a roadway.
Complaint:	The complainants alleged the commercial condoned unsafe driving.
Decision:	Upon encountering the obstacle on the roadway, the driver did not slow down or brake, but merely swerved around the obstacle into what appeared to be the oncoming traffic lane. If anyone were to emulate the driver's operation of the vehicle when encountering a similar situation, the consequences could be both serious and dangerous. Council, therefore, found that the commercial depicted a disregard for safety contrary to the Code. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the case.
Infraction:	Clause 10.

Clause 10: Safety	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Cinema
Complaint(s):	3
Description:	An advertisement for a car showed people engaging in ordinary activities while others were shown doing exciting, high energy activities. Among these, were a young man shown car surfing behind and on top of a moving car.
Complaint:	The complainants alleged the commercial encouraged dangerous driving.
Decision:	In arriving at its decision, Council considered Interpretation Guideline #4 – Alleged Infractions of Clauses 10 or 14: Motor Vehicle Advertising. To Council, the overall impression conveyed by the advertisement was that to become out-of-the ordinary, an individual must put him/herself at risk by experimenting with dangerous activities. Council, therefore, upheld the complaints and found that the advertisement showed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging

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	dangerous or reckless acts. The advertiser is not identified in this summary because it permanently withdrew the advertisement before the Council met to adjudicate the complaint.
Infraction:	Clause 10.

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Service Provider
Industry:	Other
Region:	Atlantic Canada
Media:	Newspapers
Complaint(s):	1
Description:	A widely recognizable and respected religious figure was depicted in a newspaper advertisement.
Complaint:	The complainant alleged that the depiction was disrespectful to adherents of the faith represented by the recognizable religious figure.
Decision:	Council found that advertising a service that was commercial in nature and unrelated to the religious practice in question demeaned and denigrated the religion and its adherents. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 14(c).