

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2014. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2014 - December 31, 2014

Canadian Code of Advertising Standards

Advertiser:	Bloomex
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A floral bouquet was advertised on the advertiser's website as being available for purchase. A picture of the bouquet with an accompanying description listed the types of flowers included in the bouquet.
Complaint:	The complainant alleged the advertisement was misleading because the flowers that were delivered did not resemble those shown in the advertisement.
Decision:	The complainant provided Council with a photograph of the bouquet that was actually delivered. Council noted that the bouquet that was delivered did not remotely resemble that shown and described in the advertisement. Council, therefore, found the advertisement was misleading.
Infraction:	Clause 1(a).

Advertiser:	Brault & Martineau
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Television, Internet
Complaint(s):	1

Ad Standards

Description:	In a television commercial promoting a sale, the advertiser offered to “pay both taxes in all our departments.” A small print super at the bottom of the screen stated “Brands and selected models, details in store.”
Complaint:	The complainant alleged the commercial was misleading because the promotion applied only to certain items in the furniture, mattresses, appliance and electronics departments.
Decision:	To Council, the general impression conveyed by the commercial was that all items in all departments were on sale which, the advertiser acknowledged, was not the case. Council also found that the disclaimer language superimposed at the bottom of the screen was difficult to read and contradicted the general impression conveyed by the commercial. Therefore, Council concluded that the advertisement was misleading and that the disclaimer contradicted the prominent aspect of the message.
Infraction:	Clauses 1 (a) and (d).
Advertiser's Verbatim Statement:	“Brault & Martineau takes its obligations very seriously regarding advertising. It maintains that its advertising was clear and exact and in compliance with the legal and regulatory requirements. In any event, this ad is no longer being used at the moment. And, before receiving Council’s decision, and not as a result of it, Brault & Martineau had already planned that its next promotion would be different, particularly regarding the information on selected brands and models, all without admission.”

Advertiser:	Canadian Tire Corporation, Ltd.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A brand of motor oil was advertised on the retailer’s website at a sale price of “From \$33.79”. Immediately adjacent to the advertised price were the words “See Coupon”. Upon clicking the link, readers were directed to a coupon that offered \$5.00 off the price of the advertised motor oil.
Complaint:	The complainant alleged the advertiser would not honour the \$5.00 off coupon.

Ad Standards

Decision:	The advertiser submitted that the language on the coupon made it clear that it could not be combined with any other offer or discount, and therefore, the coupon could not be applied to the price of the motor oil, which was already on sale. To Council, however, the words "See Coupon" and their proximity to the sale price would lead consumers to expect they could apply the \$5.00 off coupon against their purchase of the featured motor oil product. Because the advertiser would not permit the coupon to be applied in this way, Council found the advertisement was misleading, and that the restriction in the coupon contradicted the main message of the advertisement.
Infraction:	Clauses 1(a) and (d).

Advertiser:	Canadian Tire Corporation, Ltd.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	Michelin X-Ice tires were advertised at a sale price on the advertiser's website. Immediately below the price were the words "Buy 4 Michelin X-Ice Xi3 tires...and get a free...oil change."
Complaint:	The complainant alleged the advertisement was misleading because the free oil change was not available as advertised, and the advertisement did not make it clear there was an extra charge for balancing tires.
Decision:	In its response to Council, the advertiser acknowledged that a disclaimer stating that the free oil change was subject to a mail-in rebate had been omitted from the advertisement. Based on the acknowledged facts, Council found that the advertisement omitted relevant information concerning the free oil change. The advertiser also explained that the cost of the balancing tires was excluded from the advertised price, and this information was included in a disclaimer on the checkout page of the advertiser's website. Council found that this important information should not appear only at the online checkout page. Council understood that although some consumers may research tire prices online, not all will actually order them online. Some may choose to purchase the tires in-store after researching prices on line. Because the information on tire balancing only appeared on the checkout page, and not on the previous page where the offer was first made, prospective consumers who did not go to the checkout page would be unaware that there was an extra charge for tire balancing. Council, therefore, found that the advertisement did not clearly and understandably state all pertinent details of the offer.

Ad Standards

Infraction:	Clauses 1(b) and (c).
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Advertiser:	Canadian Tire Corporation, Ltd.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	<p>Various brands and models of Goodyear tires were featured on the advertiser's website. One of these was a Goodyear Nordic Winter tire. Immediately below the featured price of the Nordic Winter tire were the words "Receive up to a \$100 mail-in rebate with the purchase of a set of 4 eligible tires." Clicking on the offer took readers to a different web page, which showed the amount of rebate that specifically applied to each eligible Goodyear tire. The rebates ranged from \$40 to \$100.</p>
Complaint:	The complainant alleged the advertisement for Goodyear's Nordic Winter tire was misleading, because only a \$40 rebate was available on a set of four tires.
Decision:	<p>The advertiser submitted that the language clearly indicated that the rebate was "up to" \$100 (notwithstanding that a \$100 rebate was not available on the particular tire), and that the offer applied to "eligible" tires. Council found it would be logical for readers to conclude that a \$100 rebate was applicable to Goodyear's Nordic Winter tire because the reference to the "up to" \$100 rebate was located immediately adjacent to the tire where it was first featured in the advertisement. Council also believed that consumers should not have to search elsewhere on the advertiser's website for details about the offer only to find rebate information that contradicted the principal message in the advertised offer. Council, therefore, found that the advertisement was misleading, omitted relevant information, and did not clearly and understandably state all pertinent details of the offer.</p>
Infraction:	Clauses 1(a), (b), and (c).

Ad Standards

Advertiser:	Comwave Networks Inc.
Industry:	Telecommunications - Phone services
Region:	National
Media:	Television, Internet
Complaint(s):	1
Description:	In a television commercial and on the advertiser's website, the advertiser offered six months "free" VOIP home phone service.
Complaint:	The complainant alleged the advertisement was misleading because important conditions were attached to the offer but not clearly communicated in the advertisement.
Decision:	The advertiser stated that the terms and conditions were disclosed in the disclaimers. However, to Council, there were no qualifying words in the principal message (such as "up to") to notify consumers that they may not receive the full six months free. In addition, none of the members of Council could read the very small disclaimer language in either the television or the online advertisement. Council, therefore, found that the advertising contravened the Code because it did not clearly and understandably state that the conditional offer was for "up to" six months free. As well, Council found that the footnoted information contradicted the more prominent aspect of the message and was not clearly visible or legible.
Infraction:	Clause 1(c) and (d).

Advertiser:	Elephas Group
Industry:	Financial services
Region:	Ontario
Media:	Direct Marketing - Post

Ad Standards

Complaint(s):	1
Description:	The headline of a direct mail advertisement read: "Important information about assisting one of your C.P.P benefits". In the body copy, it was stated that "the Final Needs Planning Program is here to help supplement C.P.P. final expense
Complaint:	The complainant alleged that the advertisement was misleading because it appeared to be a program sponsored by a government agency.
Decision:	When the advertisement was viewed in its entirety, it conveyed to Council the general impression that a new benefit program was available from the government to make up for a shortfall in Canada's pension plan. The Canadian flag pictured on the outside of the direct mail envelope, and the word "Ontario" found on the back flap, both resembled official communications from government offices. Contributing to this strong impression was the message on the envelope in large type that read: "Canada Pension Shortfall! Important Information Enclosed". As well, nothing in the advertisement clarified the fact that the program was actually a program to sell insurance coverage. For these reasons, Council found that the advertisement was misleading, omitted relevant information in a manner that was misleading, and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(a), (b), and (c).
Advertiser's Verbatim Statement:	We would like to apologize for any disturbance that our advertisement may have caused. We no longer use the Canadian Flag in our advertising, nor do we plan to do so in the future. It is our understanding that no Canadian Government mail is sent third class like this piece. All Canadian Government mail is directly addressed to the recipient's name. The inside communication displays our Elephas Group company name and logo, clearly not a Government agency. Further, our use of Ontario on the envelope was reviewed by the Ministry of Government Services (MGS). We use the brown envelope as it is made from recycled materials. The statements contained in the advertisement are correct. We believe it is important for seniors to know that the CPP death benefit may not be adequate to address the current cost of a funeral in Ontario.

Advertiser:	Extreme Electronics
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites

Ad Standards

Complaint(s):	1
Description:	The advertiser promoted a Price Beat Policy on the home page of its website that read: “See a lower price in store, online, any price, anywhere!...tell us and we’ll take another 20% off. Guaranteed.” Additional details about the Price Beat Policy, including limitations on that policy were located elsewhere on the website.
Complaint:	The complainant alleged the advertiser would not beat the price for the same item advertised on another online retailer’s website.
Decision:	The clear impression conveyed to Council by the Price Beat Policy was that the advertiser would take 20% off the lower priced product offered by a competitor, not 20% off the difference between the competitor’s price and Extreme Electronic’s price. To Council, the fact that the advertised 20% discount would only be applied to the difference between the advertiser’s price and that of the lower-priced competitor, was critical information that should have been, but was not, included in the Price Beat Policy on the home page. Because this information was not prominently included in the guarantee, Council found that the advertisement was misleading, omitted relevant information, and did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(a), (b), and (c).

Advertiser:	Furniture Galleries Oshawa
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The retailer offered 20% - 40% savings on “every single piece of furniture in our store.”
Complaint:	According to the complainant, the advertiser would not honour the advertised savings on the purchase of a cabinet from the advertiser’s store.

Ad Standards

Decision:	The advertiser did not reply to ASC's requests for a response regarding the merits of the complaint. Because the advertiser did not honour the advertised savings, Council found that the advertisement was misleading.
Infraction:	Clauses 1(a).

Advertiser:	Hudson's Bay Company
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	In an email promoting a flash sale, the advertiser offered: "Save an extra 25% on Women's Clearance-Priced Fashions."
Complaint:	The complainant alleged the advertiser would not honour the extra 25% off, as advertised.
Decision:	The advertiser explained that due to a systems error, the additional discount was not applied to the complainant's online order, as it should have been. Based on the acknowledged facts, Council found that the advertisement was inaccurate
Infraction:	Clause 1(a).

Advertiser:	Hudson's Bay Company
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National

Ad Standards

Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	In an email promotion, it was stated "Up to 65% off when you take another 30% off women's clearance shoes and sandals." An asterisked disclaimer read "off last ticketed price."
Complaint:	The complainant alleged the advertiser would not honour the extra 30% discount on the price of the sandals she wished to purchase.
Decision:	In its response to Council, the advertiser explained that the extra 30% discount had already been reflected in the online advertised prices. However, the language used in the advertisement suggested to Council that the extra discount was in addition to the clearance price for the sandals that was posted online. Council, therefore, found that this advertisement was inaccurate.
Infraction:	Clause 1(a).

Advertiser:	Lasik MD
Industry:	Health and beauty services
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The advertiser promoted a "20/20 Vision Commitment" on its website advertising as follows: "...we back our results with a simple commitment to help you achieve 20/20 vision or your procedure is free." A superscript adjacent to the word "free" directed readers to a small print disclaimer that read "this commitment is not a guarantee of medical or surgical outcome or that laser vision correction will result in 20/20 vision."
Complaint:	The complainant alleged the 20/20 Vision Commitment was misleading because important conditions applied that were not clearly communicated in the advertisement.

Ad Standards

Decision:	The general impression conveyed to Council by the 20/20 Vision Commitment was that patients will achieve 20/20 vision as a result of the surgery, and if not, they will not be charged for the procedure. However this impression was contradicted by the small print disclaimer stating that the commitment was not a guarantee of 20/20 vision. Council, therefore, unanimously concluded that the advertisement contravened the Code.
Infraction:	Clause 1(d).
Advertiser's Verbatim Statement:	"Lasik MD believes that the advertisement is not misleading. The 20/20 Vision Commitment is not presented as a guarantee that the surgery will provide the patients with a visual acuity of 20/20, but rather that it will take the necessary steps to strive towards such an objective. The legal footnotes clearly disclose that "this commitment is not a guarantee of medical or surgical outcomes that laser vision correction will result in 20/20 vision..." There is a fundamental difference between a commitment and a guarantee. By definition, a commitment is "the attitude of someone who works very hard to do or support something". In that sense, Lasik MD's commitment is to offer experienced surgeons, the latest proven technology and excellent patient care to try and achieve 20/20 vision for its patients."

Advertiser:	Plentyoffish Media Inc.
Industry:	Leisure services - Dating services
Region:	National
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	An email advertisement claimed that the dating website was "Larger than all other free dating sites combined."
Complaint:	The complainant alleged the claim was inaccurate and could not be supported.
Decision:	The advertiser did not reply to ASC's requests for a response regarding the merits of the complaint. In the absence of any claim substantiation from the advertiser, Council found, based on the information provided by the complainant, that the claim could not be supported, and was misleading.
Infraction:	Clauses 1(a) and (e).

Ad Standards

Advertiser:	Terry's Independent Grocer
Industry:	Food
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A package of rice crackers was advertised in a flyer at a special price of \$1.79, along with a claim "Save 80 cents".
Complaint:	The complainant alleged that the savings claim was exaggerated.
Decision:	The advertiser acknowledged that an error had been made. The regular retail price was \$2.29, and the saving claim should have read: "Save at least \$0.50". Based on the acknowledged facts, Council found that the advertisement was inaccurate, contrary to Clause 1(a), and also contained an exaggerated saving claim.
Infraction:	Clauses 1(a) and 3(a).
Advertiser's Verbatim Statement:	"Our general protocol when an error related to the price of an item in flyer is discovered is to issue a correction notice, and then take the reasonable steps to bring the error to the customer's attention. In this case, Terry's Independent Grocer was not made aware of the error until the complaint was received through Advertising Standards Canada. Had we been made aware of the error during the advertising period, we would have followed our proper procedures."

Advertiser:	Waterloo Inn
Industry:	Leisure services - Travel services
Region:	National

Ad Standards

Media:	Digital - Display ads
Complaint(s):	1
Description:	An advertisement in a box on the advertiser's website was headed "Prime Minister's Suite". Underneath the heading was a photograph and description of the "Prime Minister's Bedroom." Below that was a description of the "Prime Minister's Sitting Room".
Complaint:	The complainant alleged the advertisement was misleading because the advertisement did not state that the "Prime Minister's Sitting Room" was not included in the cost of the "suite."
Decision:	The general impression conveyed to Council looking at the advertisement in its entirety was that the "Prime Minister's Suite" included both the "Prime Minister's Bedroom" and the "Prime Minister's Sitting Room". In fact, the latter room was not included in the rental price for the "suite", but was available for an additional fee. Council, therefore, found that the advertisement was misleading.
Infraction:	Clause 1(a).

Advertiser:	Cherise Jacques, The Birch Tree Family Wellness
Industry:	Health and beauty services
Region:	British Columbia
Media:	Newspapers
Complaint(s):	1
Description:	A number of information features, not identified as advertising, were grouped together and published in a local newspaper. The feature in question was entitled: "Ask The Experts". In it, a therapist from a wellness centre claimed that "craniosacral therapy has been known to help with various learning and sensory disorders such as ADD, ADHD, dyslexia, dyscalculia, hearing or vision impairment issues involving touch and many others."
Complaint:	The complainant alleged the claim was misleading and that the segment of the feature in which the claim appeared was "advertising", not "editorial" content.

Ad Standards

Decision:	To substantiate the benefits of craniosacral therapy for the conditions mentioned in the advertisement, the advertiser submitted a brochure distributed by the institute where she had been trained. In Council's determination, by including these claims in the newspaper and on the advertiser's own website, the advertiser adopted the claims as her own which, according to the Code, the advertiser must be prepared to substantiate. No scientific evidence was provided that validated any of the advertised claims. Council, therefore, found that the advertisement contained unsubstantiated claims, contrary to Clause 1 (e) and Clause 8. As well, ASC verified that the feature was not editorial content, but paid advertising that was not identified as such. Given that the commercial intent of the advertisement was not clearly disclosed, Council also found that the advertisement contravened Clause 2.
Appeal:	On appeal, the advertiser submitted several references to patients who claimed they believed their conditions had been relieved by the advertiser's treatments. After careful consideration, the Appeal Panel found they did not adequately substantiate the advertised claims. The Appeal Panel, therefore, confirmed the original Council decision.
Infraction:	Clauses 1(e), (2) and 8.

Advertiser:	PokerStars.net
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Quebec
Media:	Television, Internet
Complaint(s):	2
Description:	In a television commercial for "Spin & Go" an online game, the advertiser claimed "You can earn up to \$30,000 in just five minutes and it's completely free."
Complaint:	The complainants alleged that because betting with money was not permitted on this website, it was not possible to win the advertised amount of money.
Decision:	Regrettably, Council did not have the benefit of a response from the advertiser. Council agreed with the complainants, finding that the advertisement was misleading, omitted relevant information, and misrepresented consumers' opportunity to purchase the services at the terms presented in the advertisement.

Ad Standards

Infraction:	Clauses 1(a), (c) and 4.
Advertiser's Verbatim Statement:	“Unfortunately, information regarding these complaints did not reach the appropriate PokerStars.net contact prior to Council’s decision and, as such, PokerStars.net was unable to provide Council with information regarding the advertising in question. Pokerstars.net is committed to truthful advertising and providing accurate and adequate disclosure. In our view, the claims made in the advertising in question were true and accurate and in compliance with legal and regulatory requirements. We do, however, appreciate feedback from our players and will take these concerns into account in future promotions. With respect to the advertising in question, it is no longer in circulation.”

Advertiser:	Canadian Tire Corporation, Ltd.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba
Media:	Point-of-Sale
Complaint(s):	1
Description:	The advertiser’s Price Match Guarantee was advertised on its website and in-store. It read: “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 local competitor of Canadian Tire in Winnipeg offered an identical brand of baking soda at a lower price, staff at the Canadian Tire store would not honour their Price Match Guarantee.
Decision:	Because the Price Match Guarantee was not honoured, Council found that the advertisement was misleading.
Infraction:	Clauses 1(a) and 5.

Ad Standards

Advertiser:	Universal Church of the Kingdom of God
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	In five television commercials, individuals gave testimonials in which they described various physical or emotional conditions from which they suffered. In a voice-over, the advertiser invited viewers to receive spiritual cleansing from the advertiser to put an end to suffering from envy, bad luck, evil eye, and curses. In one such commercial, a woman stated that when she was “anointed with the blessed (holy) oil, (her back pain) instantly...left (her) ...”
Complaint:	The complainants alleged that commercials played upon fears to mislead the public.
Decision:	To Council, the testimonial from the woman with back pain constituted an unmistakable claim that holy oil cured and healed the woman’s back pain. However, the advertiser provided no evidence to substantiate this claim. Council, therefore, found that this claim was misleading. Council also found that all five commercials exploited superstitions and played upon consumers’ fears to mislead them.
Infraction:	Clauses 1(e) and 11.

Advertiser:	Guelph & Area Right To Life
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1

Ad Standards

Description:	The advertiser promoted its help-line in two different advertisements displayed on buses. One of the advertisements depicted an early term foetus together with the words: "This is a Child. Not a Choice. Why abortion when there are alternatives?" The word "Choice" was crossed out by a large "x". The other advertisement depicted images of six late term fetuses. The words accompanying this second advertisement were "Simply Human. I'm not a potential person. I'm a person with potential".
Complaint:	The complainant alleged that the advertisements contravened Clauses 1, 11 and 14 of the Code.
Decision:	1. "This is a Child. Not a Choice. Why abortion when there are alternatives?" The complainant alleged this statement was misleading. Under the Criminal Code of Canada a foetus is not a child given that human life begins only at live birth. Council agreed with the complainant and found that the statement was misleading under the Code. The complainant also alleged that by crossing out the word "Choice" in the advertisement, the advertiser conveyed the message that abortion is not a valid option for women. Council agreed with this submission by the complainant as well, and found the advertisement also demeaned and denigrated women who, after careful consideration, make the difficult decision and choice to have an abortion. 2. "Simply Human. I'm not a potential person. I'm a person with potential". Regarding this advertisement, it was the advertiser's view that a foetus is a 'person', notwithstanding that the Criminal Code of Canada, which is the law on this subject in Canada, states that a 'person's' life begins with a live birth. On that basis, Council found that the complained-of statement was inaccurate. In Council's view, it was misleading to focus in this advertisement on fetuses during the late term, at which time few abortions are actually performed in Canada other than in exceptional circumstances. Council also found that this advertisement played upon women's fears in order to mislead them about abortion.
Appeal:	On an appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clauses 1, 11, and 14.

Advertiser:	BMW
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1

Ad Standards

Description:	In a television commercial, a BMW 2 Series vehicle was shown being driven on a two lane highway at what appeared to be and sounded like a high speed. The vehicle approached a red traffic light and without slowing down continued through the light as it turned green.
Complaint:	The complainant alleged the advertisement condoned unsafe driving.
Decision:	In determining whether the commercial contravened Clause 10 (Safety) Council evaluated the commercial according to Interpretation Guideline #4 – Alleged Infractions of Clause 10 or 14: Motor Vehicle Advertising. To Council, the overall impression conveyed by both the audio and visual elements of the commercial was that the advertisement depicted performance, power and acceleration of the advertised vehicle by focusing on high speed and risk taking. The sounds of the engine revving, the fast driving and the fact that the driver did not slow down at all as he approached the red light all contributed to this impression. Council, therefore, concluded that the commercial displayed a disregard for safety, a fact that might reasonably be interpreted as encouraging unsafe or dangerous practices.
Infraction:	Clause 10.

Advertiser:	American Apparel
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	In a series of advertisements for “Disco Pants” on the advertiser’s website young women were shown topless, wearing the featured pants in suggestive poses. In one of the advertisement a topless woman was shown lying on her side with a fluorescent light tube positioned between her breasts and legs.
Complaint:	A women’s group in Quebec alleged that the emphasis in the advertisements on sexuality, rather than clothing demeaned women.
Decision:	Despite being requested to do so, the advertiser did not provide a response to Council. Council found that the advertisements were disparaging to women and displayed obvious indifference to conduct or attitudes that offended standards of public decency.

Ad Standards

Infraction:	Clauses 14 (c) and (d).
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Advertiser:	Cabaret JR
Industry:	Food
Region:	Quebec
Media:	Radio
Complaint(s):	1
Description:	In a radio commercial for a strip club the advertiser referred to the women who worked at the club as if they were cars. The language used included “ten new models in stock”, “warm interior”, 100% available.”
Complaint:	A Quebec women’s group alleged that the commercial demeaned and objectified women.
Decision:	Despite being requested to do so, the advertiser did not provide a response to Council. Council agreed with the complainant and found that the commercial degraded and demeaned women and undermined human dignity.
Infraction:	Clauses 14 (c) and (d).

Advertiser:	Everything To Do With Sex Show
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit

Ad Standards

Complaint(s):	4
Description:	An out-of-home advertisement for a sex and romance consumer show featured two naked dolls which resembled the iconic Barbie and Ken. Black strips covered their private parts. The heading read: "Playtime was never this fun."
Complaint:	The complainants alleged it was highly inappropriate to place this advertising on billboards in a residential area where the advertising would be seen by children who would recognize the unmistakable dolls.
Decision:	In its response to Council, the advertiser explained that the target audience for this advertisement was adults, not children. Council noted that when advertisers promote adult products or services, great care must be taken by them to ensure that children are not inadvertently exposed to advertising which is not appropriate for them. In this case, Council agreed with the complainants that exhibiting this advertisement on billboards in residential neighbourhoods displayed obvious indifference to conduct or attitudes that offended standards of public decency prevailing among a significant segment of the population.
Appeal:	On an appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clause 14 (d).

Advertiser:	Moose Knuckles Canada
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Marketer - Owned Websites
Complaint(s):	25
Description:	Images of people appeared in advertising to promote the advertiser's Fall/Winter line of clothing. These images included: militaristic armed men and women flying the Quebec flag; a topless woman being punched in the breast by a male boxer; an almost nude woman being carried on a man's back; an apparently naked woman, wearing only a short, open down jacket, and holding a stuffed beaver between her legs to cover her genitals.

Ad Standards

Complaint:	The complainants alleged the images on the website demeaned Quebecers and women, and undermined human dignity.
Decision:	Council, expressed disappointment at the advertiser's failure to respond to ASC on the merits of these complaints and, unanimously concluded that the advertising was discriminatory and degrading to women, undermined human dignity, demeaned Quebecers, and glorified sexual violence against women.
Infraction:	Clauses 14(a), (b), (c), and (d).

Advertiser:	Show The Truth
Industry:	Non-commercial - Other
Region:	Prince Edward Island
Media:	Direct Marketing - Other
Complaint(s):	2
Description:	Graphic images of aborted fetuses were depicted in an advocacy advertisement delivered door-to-door in Charlottetown.
Complaint:	The complainants alleged the advertising was excessively graphic and offensive under the Code.
Decision:	The advertiser did not reply to ASC's requests for a response to the complainants regarding the merits of the complaints. The complainants submitted it was totally inappropriate to graphically feature aborted fetuses in advertising that was hung on the front doors of residences, and exposed to children who would be upset by the shocking images. Council agreed with the complainants that the advertisement displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.
Infraction:	Clause 14 (d).

Ad Standards

Non-Identified Cases - January 1, 2014 - December 31, 2014

Canadian Code of Advertising Standards

Advertiser:	Airline
Industry:	Leisure services - Travel services
Region:	Ontario
Media:	Radio
Complaint(s):	1
Description:	A time-limited sale on flights was advertised in a radio commercial.
Complaint:	The complainant alleged the advertisement was misleading because it did not mention the requirement to book twenty-one days in advance of the travel date.
Decision:	The commercial invited listeners to book flights on the advertiser's website. The advertiser failed to state, however, that important conditions and limitations applied to the offer, such as the fact that flights must be booked up to 21 days in advance of travel. Council, therefore, found that the advertisement omitted relevant information and did not clearly state all pertinent details of the offer. The advertiser is not identified in this case summary because it withdrew the advertisement before Council met to adjudicate the case.
Infraction:	Clauses 1(b) and (c).

Advertiser:	Automobile Manufacturers
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television

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Complaint(s):	2 separate complaints about two different commercials
Description:	Many lines of small print disclaimers were included in television commercials promoting the sale of motor vehicles.
Complaint:	The complainants 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 commercials contravened the Code. The advertisers are not identified in this summary because they withdrew the commercials before Council met to consider the complaints.
Infraction:	Clause 1(d).

Advertiser:	Financial Service Provider
Industry:	Financial services
Region:	Ontario
Media:	Direct Marketing - Other
Complaint(s):	1
Description:	A sales event was advertised by direct mail. The advertisement was inside an 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 misleading because it was falsely disguised to resemble a mailing and offer from the Government of Canada.
Decision:	When viewed in its entirety, the advertisement conveyed the general impression that a new benefit program authorized and licensed by the Government of Canada was available to make up for a shortfall in Canada's Pension Plan. In fact, the envelope was a key part of a direct mail advertisement that promoted the sale of a private insurance product that was not affiliated with the Government. Council concluded that 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. The advertiser

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	is not identified in this case summary because the advertisement was appropriately amended before Council met to adjudicate the case.
Infraction:	Clauses 1 (a), (b) and (c).

Advertiser:	Service Provider
Industry:	Other
Region:	Alberta
Media:	Newspapers
Complaint(s):	2
Description:	In an advocacy advertisement, the advertiser invited readers to contact the government to make their views known about a controversial issue.
Complaint:	The complainants alleged that the identity of the advertiser was not disclosed in the advertisement.
Decision:	The advertiser confirmed that it was not identified in the advertisement. Based on the facts, Council found that the advocacy advertisement should have, but did not, clearly disclose the advertiser's identity as required under the Code. The advertiser is not identified in this summary because it withdrew the advertisement before Council met to adjudicate the complaints.
Infraction:	Clause 1(f).

Advertiser:	Advocacy Organization
Industry:	Non-commercial - Other
Region:	British Columbia

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Media:	Newspapers
Complaint(s):	1
Description:	A page in a newspaper consisted of an “article” on a controversial public issue. At the bottom of the page was a separate advertisement by an advocacy organization.
Complaint:	The complainant alleged that the newspaper “article” was, in reality, advertising and should have been identified as advertising.
Decision:	In fact, the article was developed by the newspaper in collaboration with the sponsor – an advocacy organization that, on behalf of its commercially-oriented client, had editorial control over the content of the article. Because the sponsor’s identity was not made clear in the set-up, presentation or content of the “article”, Council found that it was presented in a format and style that concealed its commercial intent. The advertiser is not identified in this case summary because the advertisement was amended before Council met to adjudicate the case.
Appeal:	Following an appeal by the advertiser, the Appeal Panel confirmed the original Council decision.
Infraction:	Clause 2.

Advertiser:	Health Service Provider
Industry:	Health and beauty services
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	On its website the advertiser reproduced an “article” about the services it provided. The same “article” was published several years earlier in a newspaper.

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Complaint:	The complainant alleged the “article” on the advertiser’s website was really an advertisement, and should have been identified as such.
Decision:	The “article” that was published in the newspaper was captioned as an “advertorial”. However, this identification was not included in the version of the article that appeared on the advertiser’s website. Council agreed with the complainant and found that the website advertisement was presented in a manner that concealed its commercial intent. The advertiser is not identified in this case summary because it removed the advertisement before Council met to adjudicate the case.
Infraction:	Clause 2.

Advertiser:	Media Company
Industry:	Telecommunications - Other
Region:	National
Media:	Newspapers
Complaint(s):	1
Description:	An article on the subject of health was identified as a ‘specialized publication’. The article mentioned the name of a specific consumer product. Immediately below the article was a full-page advertisement for the same product mentioned in the article.
Complaint:	The complainant alleged that the article was disguised advertising.
Decision:	To Council, the term used to identify the article did not convey to the reader that it was advertising sponsored by a commercial brand. Council found that the general impression conveyed by the article was that it was informational, not commercial in nature, and that the article was written by an independent health specialist. Because it was not made clear that the content of the article was actually sponsored by an advertiser, Council found that the advertisement was presented in a format and style that concealed its commercial intent. The advertiser is not identified in this case summary because the advertisement was appropriately dealt with by the advertiser before Council met to adjudicate the complaint. Furthermore, the advertiser agreed it would make appropriate amendments in future advertising.

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Infraction:	Clause 2.
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Advertiser:	Alcoholic Beverage Manufacturer
Industry:	Alcoholic beverages
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A commercial showed individuals carrying alcoholic beverages to what appeared to be a wilderness location that wasn't licensed for alcohol consumption.
Complaint:	The complainant alleged the advertisement conveyed the impression that the featured alcoholic beverages would be consumed at a place where it was not legal to drink alcohol.
Decision:	The advertiser explained that, in fact, the commercial was filmed at a licensed location, and that several visual elements had been intentionally included in the commercial to convey the impression that the setting was licensed. However, to Council, none of the visuals in the commercial overcame the overriding impression conveyed that the commercial was set in a non-licensed location. Council, therefore, found that the commercial contravened the Code by displaying obvious indifference to unlawful behaviour. The advertiser is not identified in this case summary because it permanently withdrew the commercial before Council met to adjudicate the case.
Appeal:	Following an appeal by the advertiser, the Appeal Panel confirmed the original decision of Council.
Infraction:	Clause 14 (b).

Advertiser:	Home Builder
Industry:	Real estate services

Ad Standards

Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	In an advertisement for luxury homes, a woman wearing a sexy maid's outfit was shown dusting furniture. The accompanying copy listed various household duties she was expected to perform.
Complaint:	The complainant alleged the advertisement was sexist.
Decision:	Council found that it was demeaning and denigrating to women in general for the model to be portrayed as she was in an advertisement for a product unrelated to sexuality. The advertiser is not identified in this case summary because it permanently withdrew the advertisement before Council met to adjudicate the case.
Infraction:	Clause 14 (c).