

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2015. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2015 - December 31, 2015

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A Kitchen Aid stand mixer was advertised in a flyer at a special price. The advertisement also contained the words "Great colour selection."
Complaint:	The complainant alleged the advertiser would not honour the advertised sale price on the colour of stand mixer the complainant wanted to purchase.
Decision:	Council found that the advertisement was inaccurate and omitted relevant information because nothing in the advertisement indicated the colour of stand mixer the complainant wanted to buy was excluded from the sale.
Infraction:	Clause 1(a) and (b).

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

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Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	Garden tools were advertised in a flyer at 20% off the regular price.
Complaint:	The complainant alleged the advertiser would not honour the advertised sale price on the type of hoe the complainant wanted to buy.
Decision:	Council found that the advertisement was inaccurate and omitted relevant information because nothing was stated in the advertisement that excluded the particular hoe the complainant wanted to buy at the advertised price.
Infraction:	Clause 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A tonneau cover for a motor vehicle was advertised at a 20% discount off the regular price.

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Complaint:	The complainant alleged the advertiser would not honour the discounted price for the size of cover the complainant wanted to purchase.
Decision:	In its response to Council, the advertiser explained that the size of cover the complainant wanted was available only by special order and was not included in the sale. However, the advertisement failed to indicate that the discount was limited to certain sizes of tonneau cover, or that any particular size was excluded from the offer. Based on the facts, Council found that the advertisement was inaccurate and omitted relevant information.
Infraction:	Clause 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Cash Money Cheque Cashing Inc.
Industry:	Financial services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	6
Description:	A spokesperson in a television commercial announced "Everyone knows Cash Money is the home of the original \$200 for \$20. The big news is, it just got better. Cash Money is now offering \$300 for \$20. That's way more than half off."
Complaint:	The complainants alleged that the "half-off" claim was inaccurate and misleading.
Decision:	In its response to Council, the advertiser explained that the "way more than half off" promise resulted by comparing the new promotional rate (i.e. \$300 for \$20) to the regular cost of borrowing rates under Pay Day Loan Regulations and not to Cash Money's original promotional rate of \$200 for \$20. However, the very different impression conveyed to Council was that the "way more than half off" compared two different promotional rates offered by Cash Money and not the rates set under Pay Day Loan Regulations. Contributing to this impression was the statement by the spokesperson "Everybody knows Cash Money is home of the original \$200 for \$20. Now it's just got better." In Council's judgement, this clearly was a comparison between the two promotional rates offered by Cash Money. Because the difference between Cash Money's new promotional rate was significantly less than one-

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	half of its original promotional rate, Council found that the advertising contained a misleading claim and omitted relevant information.
Infraction:	Clause 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Comwave Networks Inc.
Industry:	Telecommunications - Phone services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	4
Description:	In advertisements that appeared in various media, the advertiser offered “unlimited” data with its home phone plan. In addition, the advertiser claimed the first six months were “free” and that “all the features were free”. However, small print disclaimers in the advertisements listed various additional fees, such as a fee to configure equipment, a monthly access fee, an in-home wiring fee, and a 911 charge.
Complaint:	The complainants alleged that the claims were not true.
Decision:	To Council, the word “unlimited” meant there were no restrictions whatsoever. However, the advertiser’s Fair Usage Policy placed limits on Internet usage and calling. Council found, therefore, that the “unlimited” claims made in all the advertisements were misleading. Council also concluded that, contrary to the Code, it was misleading to describe the advertised features as being “free” because extra fees were applicable. Finally, Council found it was misleading to include disclaimers in the advertising that contradicted the “free” claims prominently featured elsewhere in the advertisements.
Infraction:	Clause 1(a) and (d).

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Clause 1: Accuracy and Clarity	
Advertiser:	ContactsExpress.ca
Industry:	Health and beauty services
Region:	National
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	In an email advertisement the advertiser “guaranteed to have the lowest price” for contact lenses and offered a seven day price protection policy that read: “If another Canadian web retailer advertises a total price lower than ContactExpress.ca’s price within seven days of purchase, the customer is entitled to request the difference in price.”
Complaint:	The complainant alleged that despite providing proof of a lower price on the website of a competitor based in British Columbia, the complainant was denied the price match by the advertiser.
Decision:	In its response, the advertiser submitted that the Price Match Guarantee did not apply because, according to the advertiser, the competitor was not a Canadian retailer. However, Council concluded that the competitor was, in fact, a Canadian retailer of contact lenses; and that the Price Match Guarantee, therefore, should have applied to the advertising which featured the misleading price claim.
Infraction:	Clause 1(a) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Dagmar Resort Ltd.
Industry:	Leisure Services-Entertainment, sports and leisure

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Region:	Ontario
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A package of five private ski lessons was offered as being scheduled “upon availability anytime throughout the season”.
Complaint:	The complainant alleged he was not able to purchase the package and book lessons as advertised.
Decision:	The advertiser responded to Council by stating that ski instruction was very weather dependent. Also, if instructors were not available on any particular day, lessons would not be scheduled for that day. To Council, the words “subject to availability” in the advertisement did not adequately alert readers to the fact that the number of 5-pack ski lessons was limited, and that they were offered on a first-come-first-served basis. Council, therefore, found that the advertisement was misleading because it did not adequately qualify the offer.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Essilor Canada
Industry:	Health & beauty - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1

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Description:	In a commercial for a brand of contact lenses, the advertiser claimed that the advertised lenses with E-SPF were “the only ones to offer complete protection from harmful UV rays.”
Complaint:	The complainant alleged that no lens can offer 100% protection from UV rays.
Decision:	In its response to Council, the advertiser acknowledged that the advertised lenses provided less than complete protection from UV rays that are reflected into the eye from the back of the lenses with E-SPF. To Council, the general impression conveyed by the term “complete protection”, as used in the commercial, was that lenses with E-SPF offered 100% protection from harmful UV rays against all (i.e. 100% of) UV rays both from in front of the lens, as well as the UV rays reflected into the eye from the back of the lens. Council, therefore, found that the advertisement was misleading.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	FragranceX
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The prices of fragrances available for sale on the advertiser’s website were stated in Canadian currency.
Complaint:	The complainant alleged the advertisement was misleading because his purchase was charged in US funds.
Decision:	Given that currency conversion rates can fluctuate daily, Council found that if prices are advertised in Canadian funds, but are ultimately charged in US funds, the advertised prices are not accurate, and are really nothing more than estimates, expressed in Canadian currency. Council was aware that in the customer service section of the advertiser’s website it was stated that “all charges and refunds are posted in US dollars”. To Council, however, this

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	condition was of such significance that it should have been prominently stated on each page of the website. Because it was not, Council found the advertisement was misleading.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Locksmith Vancouver
Industry:	House maintenance services
Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The price of \$35 appeared next to the words “Vancouver House Lockout” on the advertiser’s website. An asterisk beside the price directed readers to a disclaimer that read “this cost is an estimate for the respective job. The final cost will vary. It will depend on the security level of the lock-system plus labour charges.”
Complaint:	The complainant alleged the advertisement was misleading because she was charged considerably more than \$35 to unlock the door to her house.
Decision:	In fact, \$35 was not an estimate of labour costs for a job. Rather, it was a fixed service-call fee that applied to all house lockout jobs. Labour and hardware costs were extra. Council, therefore, found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

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Clause 1: Accuracy and Clarity	
Advertiser:	Magtar Sales Inc.
Industry:	Household goods - Cleaning and maintenance product
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial for a product called C-L-R, it was stated that this household cleaning product was “tough on yuck, gentle on everything else.”
Complaint:	The complainant sustained damage to a countertop by inadvertently spilling the advertised cleaner. He alleged the claim was misleading.
Decision:	In its response to Council, the advertiser stated that C-L-R was, in fact, tough on yuck and gentle on everything else when label directions were followed; and that in the complainant’s case, the damage to the countertop resulted from failing to properly follow the directions on the label. Council noted that the label directions cautioned users to practice great care when using the product, warning that C-L-R should not be used at all on various surfaces (which were listed). The extent and severity of these warnings led Council to conclude that the advertised claim, “gentle on everything else”, was not supported and was contradicted by the label directions for use. Council, therefore, found the advertisement was misleading.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Mars Petcare

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Industry:	Household goods - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A commercial for a weight reduction brand of cat food depicted a “before” and “after” scenario featuring an overweight cat that lost weight as a result of being fed the advertised product as directed.
Complaint:	The complainant alleged the advertisement was misleading because one cat was shown in the “before” scenario and a different cat in the “after”.
Decision:	The advertiser acknowledged in its response to Council that two different cats were used to demonstrate weight loss. This was done to illustrate an amount of weight loss that could be reasonably expected even if that difference was dramatized in the commercial by using two different cats that looked alike. Council found that the clear impression conveyed by this commercial, however, was that the cat shown both before and after weight loss was the same animal. Because that was not the case, Council concluded that the advertisement was misleading.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites

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Complaint(s):	1
Description:	A camera with lens was advertised online.
Complaint:	The complainant alleged that when he received the camera he had ordered in response to the advertisement, the lens was missing.
Decision:	In its advertisement, the advertiser offered the camera complete with the advertised lens, but failed to honour that promise. Council, therefore, found that the advertisement was inaccurate.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	2
Description:	The headline in an online coupon read: "We Pay The Tax." Immediately below the headline, and prominently displayed, were the words "Get an Extra 15% Off."
Complaint:	The complainants alleged the advertisement was misleading because they did not get an extra 15% off the price of their purchases, after the amount of sales tax was deducted.
Decision:	The advertiser explained that the online promotion stated "Sears will charge and remit any applicable taxes and deduct 15% from the item price", but did not state or imply that customers would save the tax, plus 15%. To Council, however, the impression clearly conveyed by the advertisement was that Sears would deduct an additional 15% off

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	the price of an item after deducting the amount of the applicable sales tax. Because that was not the case, Council found the advertisement was misleading.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Spa Boutique Ltd.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	On the retailer's website, delivery times for online purchases were advertised as being between 9 to 21 business days.
Complaint:	The complainant alleged that the products she ordered from the advertiser were not delivered within the advertised timeframe.
Decision:	In its response to Council, the advertiser stated that, owing to technical problems, the items were backordered and could not be delivered within the advertised timeframe. To Council, the delivery timeframe constituted an unqualified promise by the advertiser, and nothing in the advertisement alerted customers to the fact that any items may be on backorder. Council, therefore, found that the advertisement was inaccurate and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

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Clause 1: Accuracy and Clarity	
Advertiser:	Subway Franchise Systems of Canada, Ltd.
Industry:	Leisure services - Restaurants and bars
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	5
Description:	An illustration of a lobster sub filled with large chunks of lobster meat was prominently featured in TV and out-of-home advertising.
Complaint:	The complainants alleged that a significantly greater amount of lobster meat appeared in the advertisements for the lobster sub than the amount of lobster meat actually included in sandwiches served at the advertiser's restaurants they visited.
Decision:	Council understood that advertisers want to present their products in the best possible light, and that the way the sandwiches are wrapped and handled in the advertiser's restaurants could affect the way each sandwich looks in reality. But, according to the complainants, the amount of lobster in the sandwich they were served at the advertiser's restaurant did not resemble the amount of lobster in the sandwich depicted in the advertisements. The advertiser responded by explaining that the specifications for making lobster subs given to and followed in the film shoots were identical to the specifications the restaurants were directed to follow in their in-store operations. The advertiser also explained that it appeared some restaurants were over-mixing the product, thereby not maintaining chunks of lobster. As with other advertising, restaurants' advertising must accurately reflect what one can expect to be served or receive at the restaurant. Based on the photographs and descriptions of the lobster subs submitted by the complainants who purchased the subs at a restaurant of the advertiser, Council found that Subway's advertisements exaggerated the amount of lobster that consumers, such as the complainants, could reasonably expect to receive. The advertisements, therefore, were found by Council to be misleading.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clause 1(a).

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Advertiser's Verbatim Statement:	<p>“While we respect the Standards Council’s process, we disagree with the Council’s decision regarding our advertisement. The SUBWAY® brand consistently strives to provide consumers with quality products and to produce advertisements that accurately depict those products. The product shown in this advertisement was made in exact accordance with the formula that we direct franchisees to use in their SUBWAY® restaurants. We do not think that our advertisements are misleading in any way.”</p>
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Clause 1: Accuracy and Clarity	
Advertiser:	Sunwing Vacations
Industry:	Leisure services - Other
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In newspaper and television advertising, various “vacations with champagne” were promoted. The advertising included images of two glasses filled with what appeared to be champagne.
Complaint:	The complainant alleged the advertising was misleading because, in reality, the advertiser provided passengers with sparkling wine, not champagne.
Decision:	Because the wine served by the advertiser did not meet the standard of appellation for “champagne” Council found that the advertising was misleading.
Infraction:	Clause 1(a).

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Clause 1: Accuracy and Clarity	
Advertiser:	The Jean Coutu Group (PJC) Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	New Brunswick
Media:	Point-of-Sale
Complaint(s):	1
Description:	A sign posted in the advertiser's store in Bathurst, New Brunswick advertised a \$20 gift card with a \$75 purchase. In small print at the bottom of the sign were the words "Valid September 26, 2015."
Complaint:	The complainant, who visited the store on September 27, alleged the advertiser would not honour the terms of the offer.
Decision:	The advertiser acknowledged to Council that the sign should have been removed at the end of the day on September 26, but was not. Council understood why the complainant believed she was entitled to the \$20 gift card. The advertisement did not state "only" valid on September 26. It was still being displayed after that date. The complainant assumed, therefore, that the offer began on September 26, and continued beyond that date. Council found that the advertisement was inaccurate and omitted relevant and important information (i.e. the word "only").
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	WIND Mobile
Industry:	Telecommunications - Phone services

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Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A cellphone plan was advertised at \$44 per month with a list of features that included: "Unlimited Canada/US-wide Calling". The advertisement also contained the statement: "Use your unlimited features anywhere on our network."
Complaint:	The complainant alleged that the "unlimited calling" claim was misleading.
Decision:	To Council, the claim "Unlimited Canada/US Calling" conveyed the message that for the advertised price of \$44.00 per month customers would receive all of the listed features without limitation or restriction for no additional charge. Based on WIND's coverage map found elsewhere on its website, it appeared that the WIND network was primarily confined to large urban centres in Canada and a few in the US. For example, WIND customers located outside WIND's network would incur additional calling charges of \$0.15 per minute to the US. In Council's view, potential WIND customers would not be aware from the advertisement that, depending on their location in Canada, they could incur extra costs for calls they make to the US. To Council, the limitations on the included calling areas was essential information that should have been prominently disclosed in the advertisement. Because it was not, Council unanimously found that the advertisement was misleading, omitted relevant information, and did not clearly state all pertinent details of an offer.
Infraction:	Clauses 1(a), (b), and (c).

Clause 1: Accuracy and Clarity
Clause 2: Disguised Advertising Techniques

Advertiser:	Georgian Water and Air
Industry:	Energy, water and combustibles - Utilities
Region:	Ontario
Media:	Direct Marketing - Post

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Complaint(s):	1
Description:	The complainant received a “Delivery Notice” from “GWA Ground” by direct mail. The “Delivery Notice” read “Package(s) not delivered. This is a GWA shipment. Three attempts will be made.” A checked box appeared beside the words “This was the first attempt.” A statement at the bottom of the “Delivery Notice” read “This package is offered by GWA in promotion of P & G eco-friendly products.”
Complaint:	The complainant alleged that the “Delivery Notice” was a disguised advertisement for a company selling water filtration systems.
Decision:	To Council it appeared that this advertisement was intentionally designed to resemble a typical Delivery Notice from a shipping company, advising that they had attempted, but failed, to make the home delivery. Nowhere on the notice was the advertiser identified. Nor was it clarified that the “package” was a complimentary supply of home care products, but only if the home owner “qualified for” and allowed an in-home presentation of the advertiser’s products. Council found, therefore, that the advertisement was presented in a format that concealed its commercial intent and omitted relevant information in a manner that, in the result, was deceptive.
Infraction:	Clauses 1(b) and 2.

Clause 1: Accuracy and Clarity
Clause 2: Disguised Advertising Techniques
Clause 11: Superstition and Fears

Advertiser:	Nanaimo Mitsubishi
Industry:	Cars and motorized vehicles – General
Region:	British Columbia
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	The complainant received a mailing, entitled “British Columbia Debt Relief Program” and accompanied by an image of what appeared to be the Canadian flag located in a shield. In the text, the advertiser claimed that the “Program” and its affiliated partner, Nanaimo Mitsubishi, “has helped over 418 families solve their tough economic problems”. As well, it could “help automotive consumers by lowering or even suspending payments, trading in to more affordable, more reliable, safer vehicles, and putting up to \$20,000 cash relief in their pockets.” The advertiser also claimed that the program had received a one-time 25 day extension “to help every last family” and that “if you can’t

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	qualify for this program you will be paid \$2,000 as a consolation.” The advertiser further promised an additional \$500 payment for referrals of friends or family members who purchased a vehicle during the event.
Complaint:	The complainant alleged that the advertisement was intentionally designed to look like an announcement by a government department regarding a “debt relief program”, whereas, it was, in fact, an advertisement for a car dealership. The complainant also alleged that the advertisement contained misleading claims.
Decision:	Despite being requested to do so, the advertiser did not provide any response regarding the merits of the complaint. Council agreed with the complainant that the advertisement was presented in a format that concealed its commercial intent. Council also found that the advertisement contained misleading and deceptive claims, and appeared to prey on vulnerable individuals with financial difficulties.
Infraction:	Clauses 1(a), 2, and 11.

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	The price of various models of refrigerators was advertised as being “our lowest” in the advertiser’s flyer. The advertisement also claimed a savings of \$1000 on the sale price of a particular refrigerator compared to the advertiser’s regular price.
Complaint:	The complainant alleged that the both the “Lowest Price” and the “Save \$1000” claims were misleading because lower prices were advertised on the advertiser’s Canadian website for the same item.
Decision:	The advertiser responded to Council by stating that different regular and sale prices were featured at retail locations than were advertised on the advertiser’s e-commerce website for the same appliance. The advertiser stated that

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	<p>these price differences were explained both in the advertiser’s flyer and on its e-commerce website. After reviewing the flyer, however, Council understood how the advertising could be misleading to consumers. By showing what the advertiser called “webcode” model numbers in its retail flyer advertisement, readers were encouraged to go to the advertiser’s website where they would find regular and sale prices that were significantly different than the regular and sale prices for the same model of refrigerator advertised in the advertiser’s flyer. In Council’s view, if the advertiser intended to advertise savings off the advertiser’s “regular retail prices”, rather than off its “regular online prices”, then by including references to webcodes in the retail advertising in the advertiser’s flyer, the advertising becomes confusing and misleading to consumers. Council, therefore, found that the retail advertisement in the flyer was misleading and contained an exaggerated savings claim.</p>
Infraction:	Clauses 1(a) and 3(a).

<p>Clause 1: Accuracy and Clarity Clause 3: Price Claims Clause 6: Comparative Advertising Clause 8: Professional or Scientific Claims</p>	
Advertiser:	Pure Air Experts
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Alberta
Media:	Radio
Complaint(s):	1
Description:	<p>The advertiser made a large number of different claims in several infomercials about the air purification systems it sells and the quality of service it provides. They included: Health Claims: • “If you purify the air in your home and strengthen your vocal muscles you can defeat sleep apnea without a machine”; • “Purifying the air in your bedroom gives you more oxygen to your lungs”; • “You notice more oxygen to blood cells”; and • “We are environmental/medical experts”; and Competitive/Superiority Claims: • “Best system in the world”; • “Best product for your health”; • “You won’t find it in stores”; and • “We are the only manufacturer that installs it in your home.” Price Claims: In several broadcasts, the advertiser stated that the suggested retail price for the advertised system was from \$3,000 – \$5,000, but that the advertiser would sell it for half price – \$1,499. The advertiser also stated that the half-price special would expire at the end of March. However, it was offered again in an April broadcast.</p>
Complaint:	The complainant alleged that the advertising contained misleading claims.

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Decision:	Despite being requested to do so, the advertiser declined to provide any substantiation for the claims (quoted above), which Council found were questionable and required substantiation. Council found, therefore, that these unsubstantiated claims by the advertiser were misleading. Council also found that the advertising contained misleading price claims.
Infraction:	Clauses 1(a) and (e), 3(a), 6 and 8.

Clause 1: Accuracy and Clarity	
Clause 5: Guarantees	
Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The advertiser's Price Match Guarantee was advertised both 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 offered an identical brand of ant spray at a lower price, the local Canadian Tire store would not honour the advertiser's Price Match Guarantee.
Decision:	In its response to Council, the advertiser stated that Canadian Tire Associate stores are independently owned and operated by dealers who alone decide whether or not their Canadian Tire store will honour Canadian Tire's Price Match Guarantee. However, nothing in Canadian Tire's advertising indicated that its Price Match Guarantee applied to some and not to other Canadian Tire retail stores. In Council's view, it would be reasonable for readers of Canadian Tire's Price Match Guarantee advertising to conclude that its guarantee applied to all Canadian Tire stores, whether independently-owned or company-owned. Because this was not the case, Council found that the advertisement was misleading and did not explain all the conditions and qualifications attached to the guarantee. Council also noted that this case is the third case over the past three years that complaints about Canadian Tire's Price Match Guarantee have been upheld by Council. No corrective action of the kind set out in the Code was taken by the advertiser in any of these cases before Council met to adjudicate the cases.

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Infraction:	Clauses 1(a) and 5.
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Clause 1: Accuracy and Clarity	
Clause 8: Professional or Scientific Claims	
Advertiser:	Friends of Science Society
Industry:	Non-commercial - Other
Region:	Quebec
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	96
Description:	The advertising in question appeared on two billboards located in the Montreal area. One billboard prominently featured the claim that “The Sun is The Main Driver of Climate Change. Not You. Not CO2”; the other that “Global Warming Stopped Naturally 16+ Years Ago.” Both billboards directed the public to visit the advertiser’s website to learn more.
Complaint:	The complainants alleged that the advertisements were misleading because the claims were not based on valid scientific evidence and could not be supported.
Decision:	Council considered the extensive submissions made on behalf of the advertiser. Council also considered authoritative reports that dealt with the phenomena of ‘climate change’ and ‘global warming’. The latter included reports by the Intergovernmental Panel on Climate Change, The Royal Society and US National Academy of Science, and the position stated by the Government of Canada in its 2014 report “Canada in a Changing Climate: Sector Perspectives on Impacts and Adaptation.” After careful consideration, Council found that the categorical and unequivocal claims made in both advertisements could not be supported by the preponderance of current evidence on the matters in dispute. In addition, Council found in the case of the advertisement that claimed “The sun is the main driver...”, that it omitted relevant information, namely that a number of factors have led to climate change, of which the sun is just one.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.
Infraction:	Clauses 1(b), (e) and 8.

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Advertiser's Verbatim Statement:	<p>“Friends of Science Society is pleased that in its ruling, the Ad Standards Council acknowledged that “global warming and climate change are caused by the serious effects of the sun as well as carbon dioxide emissions”. Friends of Science Society disagree that climate change is the most serious threat to humankind or that carbon dioxide is more significant than the sun, which is 1 million times the size of the earth. Regarding the issue of scientific accuracy, it is unreasonable to expect that a billboard message of ~ 7 words could reflect the scope and nuances of climate science – a complex field. The billboard directed people to more information. Friends of Science Society note that solar physics is not an integral part of the IPCC science review relied on by Council. NASA’s Solar Dynamic Observatory enlightens us daily about the direct and indirect effects of the sun on earth’s climate.”</p>
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<p>Clause 1: Accuracy and Clarity Clause 8: Professional or Scientific Claims</p>	
Advertiser:	iVegan.ca
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	Advertisements in subway cars compared the similarities between companion animals (such as dogs and cats) and animals raised for human consumption (such as calves, piglets, and chickens). The advertisement questioned why people love one type, but eat the other. The advertisements included a claim that “the consumption of animal products is the top contributor to climate change, animal cruelty, deforestation, and species extinction.”
Complaint:	The complainant alleged the “top contributor” claim could not be substantiated in relation to climate change, deforestation, and species extinction.
Decision:	Council did not find that the evidence provided by the advertiser supported the “top contributor” claim made in the advertisement. Rather, the evidence supported a narrower claim that livestock production was a contributor to climate change, deforestation and species extinction. Council, therefore, concluded that the claim as made in the advertisement was not supportable and was misleading.
Infraction:	Clauses 1 (a), (e), and 8.

Ad Standards

Clause 1: Accuracy and Clarity Clause 8: Professional or Scientific Claims Clause 11: Superstition and Fears	
Advertiser:	Northern Water Cleaners
Industry:	House maintenance services
Region:	Saskatchewan
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	In a home-delivered flyer promoting the purchase of the advertiser's water filtration system, the advertiser claimed there were negative health effects due to contaminants allegedly contained in Regina's tap water. They included: claims about the health "hazards" of using chlorinated water; and statements that tap water contains sewage, chlorine, lead, pharmaceuticals, and farm chemicals. The advertisement also claimed the advertiser's product would rectify the negative effects, as well as improve dry skin, hair, and health.
Complaint:	The complainant alleged the claims could not be substantiated and were misleading.
Decision:	The advertiser provided Council with information from various sources on the health effects of chlorine in drinking water. Among these was Health Canada's Guidelines for Canadian Drinking Water Quality – Chlorine Technical Document (Guidelines). Given Health Canada's responsibility and authority for setting food safety standards in Canada, Council regarded these Guidelines as authoritative and reliable statements on the subject of the health effects of chlorine in drinking water. The Guidelines specifically stated that "Health Canada has classified chlorine as unlikely to be carcinogenic to humans" and that "no adverse health effects have been observed in humans from consuming water with high chlorine levels over a short period of time." In fact, the Guidelines stated "Generally, it is not necessary to use drinking water treatment devices with municipally treated water." Based on this evidence, Council found that the claims contained in the advertisement regarding the hazards of using chlorinated water were not supportable, and were misleading. Regarding other claims in the advertisement, including the claim that Regina's tap water contains sewage, lead, pharmaceuticals and farm chemicals, no reliable evidentiary proof was provided by the advertiser to support these claims. Council, therefore, found that they, too, were unsupported and misleading. Council also found that by playing upon the public's concerns and fears about the safety of the municipal water system, this advertising misled the consumer.
Appeal:	On an appeal by the advertiser, the original Council decision was confirmed.

Ad Standards

Infraction:	Clauses 1 (a), (e), 8, and 11.
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Clause 1: Accuracy and Clarity	
Clause 11: Superstition and Fears	
Advertiser:	The Chemtrail Girls
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	2
Description:	In a transit advertisement, a jet plane was shown leaving condensation trails behind it in the sky. The plane was encircled in red with a line crossing it out. Adjacent to the image was the statement: "You are being sprayed with chemicals." At the bottom of the advertisement, were the words: "Stop Geoengineering."
Complaint:	The complainants alleged that the concept of "chemtrails" was a myth and that there was no evidence to support its existence. They also alleged that the advertisement played upon fears to mislead the public.
Decision:	The advertiser responded by directing Council to various websites, videos and publications containing research that the advertiser believed supported the theory of "chemtrails". However, because the advertisement was displayed in Canada, Council looked to Canadian authorities that have addressed the subject, including representatives of the Canadian government. In response to a petition presented to the House of Commons in 2013 on the subject of aerial spraying, the Minister of the Environment stated that: "There are no materials being dispersed within any contrails other than water vapour and the regular by-products of jet fuel combustion." Similarly, the Minister of Health stated that: "The Department has no knowledge of any activity which could lead to so-called chemtrails." And, the Minister of Transport stated that: "There is no evidence to support the theory of chemtrails." On the strength of these definitive statements by Canadian authorities, Council determined that the claims in the advertisement were not supported by authoritative scientific evidence; and that the advertising played upon fears to mislead consumers.
Appeal:	On an appeal by the advertiser, the original decision of Council was confirmed.

Ad Standards

Infraction:	Clauses 1(e) and 11.
Advertiser's Verbatim Statement:	"I am cited with contravening codes 1) Accuracy and Clarity and 11) Superstitions and Fears. I categorically reject this decision. Geoengineering is occurring. There is ample historical information to corroborate that it is being conducted. The time to argue that chemtrails are not real has long passed. There is documented evidence, government manuals, agreements, acts, photos and patents. Patents are facts, and there are over 100 of them. Government officials have chosen to hold their position that "chemtrails don't exist" because it is in their best interests to do so. These programs are conducted under the guise of "National Security" and on a compartmentalized need to know basis, so therefore officials can always invoke "plausible deniability". The Canadian Government's Justice Laws Website published the "C.R.C., c.1604 Canadian Weather Modification Information Act". Why is that? These are dangerous, covert, criminal activities against all living organisms without our informed consent."

Clause 3: Price Claims	
Advertiser:	Cormier Equipment
Industry:	Other
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	Prices for small equipment parts were listed on the advertiser's website.
Complaint:	The complainant alleged the advertisement was misleading because it did not state that the prices were in US funds.
Decision:	Clause 3(c) of the Code requires that "prices quoted in Canadian media, other than in Canadian funds, must be so identified." Because the website did not state that the advertised prices were in US funds, Council found that the advertisement contravened the Code.
Infraction:	Clause 3(c).

Ad Standards

Clause 10: Safety	
Advertiser:	Mars Petcare
Industry:	Household goods - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a TV commercial for dog food, a young girl interacted closely with what appeared to be her pet dog – a Great Dane. For example, the little girl was shown dressing the dog up in a tiara, painting its nails, and feeding it.
Complaint:	The complainant alleged it was unsafe to show an apparently unsupervised young child with a large dog, especially when feeding it.
Decision:	Council understood that the commercial was intended to convey a child’s love for her dog. However, Council agreed with the complainant that by showing those scenarios without any obvious adult supervision, the advertisement displayed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe practices.
Infraction:	Clause 10.
Advertiser's Verbatim Statement:	“Mars Petcare Canada was running an advertisement for our IAMs brand of dog food depicting a child feeding and playfully interacting with the family dog, a Great Dane called Duke. The Standards Council reviewed the advertisement and deemed it contrary to Clause 10 as it was not obvious that the child was being supervised by an adult. As advocates for supervised play between children and pets, we had hoped that viewers would see the advertisement as we do – a parent capturing the loving bond between their child and family pet. We believe that the relationship between a child and a dog can be extremely rewarding, which is why we created an advertisement that celebrates the role of the family dog. While we are disappointed with the ruling, we are respectful of the decision and have removed the ad in its current form from broadcast.”

Ad Standards

Clause 10: Safety Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Canadian Firearms Association
Industry:	Non-commercial - Other
Region:	Quebec
Media:	Digital - Marketer - Owned Websites
Complaint(s):	3
Description:	In an advertisement on the advertiser’s Facebook page, ‘Santa Claus’ was shown giving an assault rifle to a young boy while saying “Don’t Shoot Your Eye Out Kid!” The advertisement also contained the words "No Ho Ho Compromise."
Complaint:	The complainants alleged that the advertisement condoned violence, trivialized the use of firearms, and promoted firearms as toys for children.
Decision:	Council agreed with the complainants that the depiction of Santa Claus giving a rifle to a child with the tag line “No Ho Ho Compromise”, condoned violence, displayed a disregard for safety, and depicted a situation that might reasonably be interpreted as encouraging unsafe or dangerous practices or acts.
Infraction:	Clauses 10 and 14 (b).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	American Apparel
Industry:	Retail (Supermarkets, Dept stores, etc.)

Ad Standards

Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	In a Facebook advertisement, a young woman was featured wearing a transparent fishnet bodysuit. She was shown from the front with her arms above her head. Her breasts and pubic hair were clearly visible.
Complaint:	The complainant alleged the advertisement degraded women.
Decision:	The advertiser did not respond to Council's request for comment, although invited to do so. Council agreed with the complainant that the advertisement exploited sexuality and demeaned and denigrated women. Council also found that the advertisement displayed obvious indifference to conduct or attitudes that offend standards of public decency prevailing among a significant segment of the population.
Infraction:	Clauses 14(c) and (d).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Canadian Centre for Bio-ethical Reform
Industry:	Non-commercial - Other
Region:	National
Media:	Direct Marketing - Other
Complaint(s):	105
Description:	The Canadian Centre for Bio-ethical Reform is the sponsor of a political advertisement –“No2Trudeau” – delivered door-to-door across Canada. Featured in the advertisement are graphic images of aborted fetuses.

Ad Standards

Complaint:	The complainants alleged that these images are excessively graphic, shocking, and upsetting – particularly to children.
Decision:	In 2014, ASC’s Standards Council reviewed and upheld consumer complaints about graphic photographs of aborted fetuses that appeared in an advertisement sponsored by a different advertiser. At that time, the Standards Council concluded that the advertisement with this imagery displayed obvious indifference to conduct or attitudes that offended the standards of public decency prevailing among a significant segment of the population, thereby contravening Clause 14 (Unacceptable Depictions and Portrayals) of the Code. At least one of these images is reproduced in the current advertising being distributed by the Canadian Centre for Bio-ethical Reform. As provided in the Code, ASC asked the Canadian Centre for Bio-ethical Reform to comply with the Standards Council’s 2014 decision by withdrawing the graphic images of aborted fetuses. Under the Code, ASC could not and did not address or comment on the political aspects of this advertisement. To date the advertiser has not responded to ASC’s request.
Infraction:	Clause 14 (d).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Kayak.com
Industry:	Leisure services - Travel services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	20
Description:	A man was shown commandeering his elderly mother’s in-home stair lift to take him upstairs while, at the same time, he was preoccupied using his laptop computer to make travel bookings. While sitting on the moving stair lift, the man ignored his mother as she obviously struggled to climb the stairs.
Complaint:	The complainants alleged the advertisement depicted an unacceptable disregard for the welfare of an elderly person, bordering on elder abuse.
Decision:	In its initial response to Council, the advertiser wrote that the commercial was designed to portray an “over the top” situation in a humorous way, and was not intended to show indifference to the issue of elder abuse. After careful deliberation, Council found that the adult son in this commercial demonstrated total indifference to the needs of his elderly mother by “commandeering” (the son’s word) the stair lift for himself, leaving his

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	apparently frail mother to struggle up the stairs without assistance. Council, therefore, found that the commercial displayed obvious indifference to conduct or attitudes that offend standards of public decency prevailing among a significant segment of the population.
Infraction:	Clause 14 (d).
Advertiser's Verbatim Statement:	"We are disappointed with the result, but we respect Council's decision and accordingly have withdrawn the ad. The commercial was designed to portray an "over the top" situation in a humorous way and was not intended to show indifference to such a serious issue as elder abuse."

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Queue de Cheval Steakhouse
Industry:	Leisure services - Restaurants and bars
Region:	Quebec
Media:	Direct Marketing - Post
Complaint(s):	62
Description:	In an advertisement for a restaurant, a young woman wearing black lingerie and a mask was shown in front of a flaming stove. Chefs were shown working in the background. The slogan underneath the image read: "How do you like your meat?"
Complaint:	The complainants alleged the advertisement demeaned women.
Decision:	Both the image and the language used in the advertisement conveyed the impression to Council, and to the complainants, that the woman was being compared to a piece of meat. Council found that the advertisement exploited women's sexuality thereby demeaning them, and also undermined human dignity.
Infraction:	Clauses 14(c) and (d).

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Non-Identified Cases - January 1, 2015 - December 31, 2015

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A vehicle was advertised in a commercial set in a wintry scene.
Complaint:	The complainant alleged that the disclaimer was totally illegible.
Decision:	Council agreed with the complainant. The disclaimer, which was printed in white text superimposed on a white snowy background scene, was not clearly legible. Council, therefore, found that the commercial contravened the Code. The advertiser is not identified in this case summary because the advertising was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(d).

Clause 1: Accuracy and Clarity	
Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General

Ad Standards

Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A vehicle was advertised for lease at \$349 per month.
Complaint:	The complainant alleged the advertising was misleading because the advertised model was unavailable for lease at any authorized dealership he visited.
Decision:	According to the complainant, the dealers he visited told him that the advertised vehicle was a “bare bones” model that dealers do not order for their dealerships, and that only two such vehicles were available in the whole of Canada at the advertised lease price. To Council, when a specific model of vehicle is advertised in a Canada-wide commercial, consumers would and are entitled to expect the model was readily available for purchase at their local dealership at the advertised price. In Council’s judgement, the commercial should have contained a prominent and legible disclaimer advising that availability was limited. Because there was no such qualification Council found that the commercial omitted relevant information. The advertiser is not identified in this case summary because the advertising was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Automotive Product Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2

Ad Standards

Description:	In a television commercial the advertiser claimed that its product was as safe over time and after usage as it was when brand new and unused. The basis for the claim was given in a footnoted super.
Complaint:	The complainants alleged the claim was misleading.
Decision:	In Council’s opinion, the claim was clear and unequivocal. It conveyed to Council the message that users will be equally safe using the product regardless of its age or condition. Council found that the supered information contradicted the main message of the commercial rather than supported it. Council, therefore, found that the advertisement was misleading and that the disclaimer contradicted more prominent aspects of the message. The advertiser is not identified in this case summary because the advertising was withdrawn before Council met to adjudicate the complaint
Infraction:	Clauses 1(a) and 1(d).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Institution
Industry:	Financial services
Region:	National
Media:	Magazines
Complaint(s):	1
Description:	In a magazine advertisement about retirement, investment tips were offered by an identified individual, described as a “personal finance expert.”
Complaint:	The complainant alleged it was inaccurate to characterize this presenter as a “personal finance expert”.
Decision:	The descriptor conveyed the impression to Council that the identified presenter was fully-qualified to give financial advice. However, the facts presented to Council did not support the advertiser’s contention that the spokesperson had the necessary formal qualifications and credentials to be described as a “personal finance expert”. Council,

Ad Standards

	therefore, found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertising was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Institution
Industry:	Financial services
Region:	Quebec
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	On its website the advertiser claimed that everyone was welcome regardless of their financial status.
Complaint:	The complainant alleged the advertisement was misleading because the advertiser required a certain credit rating before he could open an account.
Decision:	Council agreed with the complainant and found that the advertisement was inaccurate. The advertiser is not identified in this case summary because the advertising was appropriately amended before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

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Clause 1: Accuracy and Clarity	
Advertiser:	Financial Service Provider
Industry:	Financial services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial, the advertiser stated that it never made mistakes in providing its financial services.
Complaint:	The complainant alleged the advertisement was misleading.
Decision:	In its response to Council, the advertiser contended that the statement in question was nothing more than “puffery” and was not intended to be taken literally. Council disagreed and concluded that viewers would most likely take the statement literally, as expressed. Because the advertiser could not substantiate the broad and unqualified claim, Council found it was misleading. The advertiser is not identified in this case summary because the advertising was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Restaurant
Industry:	Leisure services - Restaurants and bars

Ad Standards

Region:	Ontario
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	A flyer promoting a variety of takeout and delivery offers included coupons for certain specials. One special was a “delivery deal” for a meal advertised at a special low price.
Complaint:	The complainant alleged the advertisement was misleading, because the coupon did not state that an additional fee for delivery may apply to the “delivery deal”.
Decision:	In its response to Council, the advertiser wrote that the possibility of delivery fees being applied was stated elsewhere in the flyer, although not on or in the coupon in question. Council agreed with the complainant that by omitting to state in the “delivery deal” coupon that delivery costs may apply to the coupon offer, 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 appropriately amended the offer to include a disclaimer regarding delivery fees, before Council met to adjudicate the complaint.
Infraction:	Clauses 1(b) and (c).

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

Ad Standards

Description:	In an advertisement for a new store opening, the advertiser offered to give “the first 200 customers...a free reusable bag filled with exclusive products you won’t find anywhere else.”
Complaint:	The complainant alleged the advertisement was misleading because the complainant was required to make a purchase in order to get the “free” bag filled with “free” products. The complainant also alleged the products included in the bag were not “exclusive.”
Decision:	In its response to Council, the advertiser submitted that “customer” is defined in a dictionary as someone who buys goods from a store. Council noted the prefatory language to Clause 1 of the Code states that in assessing the truthfulness and accuracy of a message, advertising claim or representation under Clause 1 of the Code, the concern is not with the advertiser’s intent or the precise legality (such as a dictionary definition) of the language used. Rather the focus is on the general impression conveyed by the advertisement. In reaching its decision on this consumer complaint, and without disputing the dictionary definition of “customer” to which the advertiser referred. Council recognized that, as well, there is a broader, common understanding of the word “customer” that is not limited to whether a person actually buys something. In Council’s view, the term “customer” included persons who attended at the store opening whether or not they actually made a purchase. Because the customer was obliged to make a purchase in order to acquire the bag filled with merchandise, the bag and merchandise were not “free”. Council found, therefore, that the advertisement was misleading. Regarding the issue of “exclusivity” of the products included in the bag, the advertiser stated that the products included in the give-away bags were exclusive because they were the advertiser’s private label brands and other third-party brands/products sold only at the advertiser’s stores. In Council’s view, however, “exclusive” conveyed the general impression that the products were exclusive to the new store. Because that was not the case, Council found that the statement was inaccurate. The advertiser is not identified because it corrected the advertisement 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 - Marketer - Owned Websites
Complaint(s):	1

Ad Standards

Description:	In an online advertisement the advertiser claimed “20 – 50% off everything.”
Complaint:	The complainant alleged the advertisement was not true.
Decision:	In its response to Council, the advertiser explained that the original online advertisement was posted in error, but was corrected the same day to read “20 – 50% off spring/summer merchandise.” Based on the advertiser’s acknowledgement that its advertised price claim was incorrect, Council found the original advertisements were inaccurate and omitted relevant information.
Infraction:	Clauses 1(a) and 1(b).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The advertiser offered customers an extra 30% off the price of sale items by using an online coupon.
Complaint:	The complainant alleged the advertiser would not honour the discount on the items she wished to purchase.
Decision:	In its response to Council, the advertiser submitted that the complainant attempted to have the discount applied to “deal” items not “sale” items, although the coupon clearly stated that the “Extra 30% off” offer applied to “sale” merchandise and could not be combined with any other offer or discount. However, it was not clear to Council that the advertised offer did not apply to “deals”. Nor did the advertising make it clear that a “deal” was implied in the phrase “any other offer or discount”, and thereby excluded from the offer. To Council, for customers to be properly informed, the exclusionary disclaimer should have specifically stated, but did not, that the offer “could not be combined with any other offer, discount, or deal”. Council, therefore, found that the advertisement omitted relevant information and did not clearly state all pertinent details of an offer. The advertiser is not identified in this

Ad Standards

	case summary because it permanently withdrew the offer and committed to appropriately amend the confusing exclusionary language in any future offers of this type.
Infraction:	Clauses 1(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Service Provider
Industry:	Health and beauty services
Region:	Alberta
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A coupon for laser hair removal was advertised at \$24.50.
Complaint:	The complainant alleged the advertisement was misleading because she could not purchase the coupon at the advertised price.
Decision:	The advertiser acknowledged to Council that the offer was no longer available at the time the complainant tried to purchase the product. Based on the acknowledged facts, Council found the original advertisement was inaccurate and omitted relevant information. The advertiser is not identified in this case summary because it withdrew the advertising before the complaint was adjudicated by Council.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Telecommunications Service Provider
Industry:	Telecommunications - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	2
Description:	Telecommunication services were advertised in a transit advertisement for “\$19.95*/mo.” The price claim appeared in very large font. The asterisk directed readers to a disclaimer that was printed in much smaller font at the bottom of the advertisement. The disclaimer stated: “\$19.95 first month only. \$49.95/month after promo”.
Complaint:	The complainants alleged the “\$19.95/mo” claim as misleading.
Decision:	To Council, the fact that \$19.95 was the price for the first month only should have been clearly disclosed adjacent to the prominently featured “\$19.95/mo” price, rather than in a small-type disclaimer at the bottom of the advertisement. Council, therefore, found that this advertising contravened the Code by including information in the disclaimer that contradicted the more prominently featured pricing information in the main body of the advertisement.
Infraction:	Clause 1(d).

Clause 1: Accuracy and Clarity ; Clause 3: Price Claims	
Advertiser:	Service Provider
Industry:	Leisure services - Other

Ad Standards

Region:	Ontario
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	In a direct mail coupon received by a Canadian complainant, a coupon for a service in Toronto was advertised at \$55.00. The currency was not specified.
Complaint:	After purchasing the offered service, the consumer discovered the purchase price was denominated in US dollars.
Decision:	The <i>Code</i> requires that prices, unless specifically quoted in a currency other than Canadian, must be in Canadian funds. Because the price was not identified as being in US dollars, Council found that the advertisement was misleading. The advertiser is not identified because it corrected the advertisement before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a), (b) and 3(c).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Consumer Show
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	The headline of an out-of-home advertisement that promoted an upcoming live event read "Man the F*ck Up."

Ad Standards

Complaint:	The complainant alleged the phrase was demeaning to men.
Decision:	Council agreed with the complainant, finding that the advertisement not only demeaned men, it also undermined human dignity. The advertiser is not identified in this case summary because the advertising was removed before the complaint was adjudicated by Council.
Infraction:	Clauses 14 (c) and (d).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Service Provider
Industry:	Telecommunications - Phone services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A dog featured in the advertisement was shown walking beside a man on what appeared to be the sidewalk of a city street.
Complaint:	The complainant alleged, among other things, that the advertisement condoned unlawful behaviour by featuring a dog walking unleashed in a public space.
Decision:	Bylaws in most urban centres in Canada require dogs to be leashed in public places, unless the space is a designated off-leash area, which was not the case in this commercial. Therefore, it was found that this commercial exhibited obvious indifference to unlawful behaviour. The advertiser is not identified in this case summary because it withdrew the advertising before the complaint was adjudicated.
Infraction:	Clause 14(b).