

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2016. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2016 - December 31, 2016

Canadian Code of Advertising Standards

Advertiser:	The Canadian Real Estate Association
Industry:	Real estate services
Region:	National
Media:	Television, Internet
Complaint(s):	2
Description:	In an ad promoting the use of realtors in house-buying situations a motorcycle gang was seen arriving at the home of a husband and wife who had purchased their house without the help of a realtor. The leader of the gang told the husband homeowner that he was now a member of the motorcycle gang because he had moved into the gang's territory, assuming the couple had been forewarned by their realtor. The new homeowners replied that they hadn't used a realtor and the commercial ended with a voiceover stating "The largest transaction of your life deserves the expertise of a realtor."
Complaint:	The complainants alleged that the commercial was misleading by identifying services a realtor does not customarily provide to his or her buyer client.
Decision:	The general impression conveyed by the commercial to Council was that a buyer who uses a realtor would be protected because of the intimate knowledge the buyer's realtor has of the negative aspects of the neighbourhood in question. While the seller's agent may take it upon herself or himself to become knowledgeable about the makeup of the client's neighbourhood, there was no evidence that both buyers' and sellers' agents assume the same degree of responsibility to become thoroughly knowledgeable about the social or less desirable aspects of the neighbourhood in which a house is located. Council understood that the commercial was humorous and exaggerated. However, the use of humour in this commercial did not negate the overall impression conveyed to Council. Council recognized that the commercial was intended to make the public aware that realtors in general possess expertise that ordinary buyers do not. However, Council found that this execution over-promised what a buyer's realtor customarily delivers, and, therefore, was misleading.
Infraction:	Clause 1 (a).
Advertiser's Verbatim Statement:	"The Advertiser respectfully disagrees with the Council's conclusion that the ad is misleading. However, the Advertiser does agree with the Council's finding that the ad is humorous, exaggerated and intended to make the public aware that REALTORS® possess expertise that ordinary buyers do not".

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Advertiser:	Amplis Foto Inc.
Industry:	Electronic goods
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A Reflective Light Panel set was advertised on the advertiser's website. The photograph showed a black screen and a stand. The description beneath the photograph read: "each set comes complete in a carry bag with fabric, supporting rods, ball head adapter and stand."
Complaint:	Although the complainant ordered the whole set, he received only a reflector panel.
Decision:	Council agreed with the complainant that he did not receive the Light Panel set as depicted and described in the advertisement. Council, therefore, found that the advertisement included inaccurate representations.
Infraction:	Clause 1(a).

Advertiser:	Busy Bee Tools
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1

Ad Standards

Description:	A planer with folding table was advertised on the advertiser's website at a sale price of \$599, valid from December 21 to January 2.
Complaint:	The advertiser would not honour the advertised price.
Decision:	According to the advertiser, the disclaimer "while quantities last" were not included on the advertiser's website, except in the Terms and Conditions section. In Council's view, however, the limiting words "while quantities last" should have appeared in close proximity to the price stated in the online advertisement. Because they did not, Council found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	Hammocks were featured in a flyer at a special sale price. One of the hammocks was shown on a stand.
Complaint:	The complainant alleged the advertisement was misleading because the advertised sale price did not include the stand shown in the advertisement.
Decision:	To Council, the advertisement should have contained a disclaimer stating that the "stand was not included." Because it did not, Council found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1 (a) and (b).

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Advertiser:	Inogen
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television and online advertisement a portable oxygen concentrator was advertised as being subject to a "Risk Free 30 Day Trial".
Complaint:	The complainant alleged the advertising was misleading because the offer was not "risk free."
Decision:	The advertiser did not reply to ASC's request for the advertiser's response to the substance of this complaint. To Council, the commercial conveyed the general impression that purchasers of the advertised product would not be out-of-pocket if they returned the product after a 30 day trial period. However, nowhere in the commercial was it stated that any kind or amount of restocking fee may apply to returns. Furthermore, the commercial did not disclose the fact, which was noted on the advertiser's Canadian website, that the advertiser only accepted cash payments. To Council, the possibility of being charged a restocking fee and the additional fact that the advertiser only accepted cash payments, were important conditions that qualified the "risk free" claim that should have been disclosed in the advertising. Because they were not, Council found that the advertisement was misleading and omitted relevant information.
Infraction:	Clauses 1 (a) and (b).

Advertiser:	Linen Chest
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Direct Marketing - eMail, SMS, MMS

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Complaint(s):	1
Description:	In the subject line and in the body of an emailed advertisement the advertiser offered: a "Sale at Employee Prices — Save an additional 25%." As well, the following statements appeared in the body of the advertisement: "On almost all products, including items in liquidation" and "Price already reduced". A small print disclaimer at the bottom of the email read: "Does not apply to items on sale, as well as items promoted in this invitation and in our flyer".
Complaint:	The complainant alleged the advertised savings claim was misleading because sale prices were not available on all items in the store, and according to store staff prices on products to which the sale applied had already been reduced by 25%.
Decision:	The advertiser did not reply to ASC's request for the advertiser's response to the substance of this complaint. It was understandable to Council that, after reading the advertisement, the complainant expected to receive an additional 25% reduction. The advertisement did not clarify that the advertised prices had already been reduced by 25%. Neither did the advertisement explain the meaning of the claim "Sale at Employee Prices", whether those sale prices extended to all products, and whether "Employee Prices" were 25% lower than the undiscounted pricing, subject to exceptions which weren't detailed or explained. Council, therefore, found that the advertising was misleading and that the disclaimer contradicted the important aspects of the message.
Infraction:	Clauses 1(a) and (d).

Advertiser:	Magtar Sales Inc.
Industry:	Household goods - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A television commercial showed CLR Mold & Mildew Stain Remover being used successfully to remove mould from various household surfaces, including the rubber seal of a front loading washing machine. In a voiceover, an announcer stated that CLR works on "almost" any surface.

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Complaint:	The complainant alleged that the demonstration was false because in her experience, the advertised product could not remove mould from the rubber seal of her washing machine.
Decision:	In its response to Council, the advertiser explained that if mould becomes embedded in a rubber seal, no product on the market, including CLR, can remove it. Nevertheless, the clear impression conveyed to Council by the visual depiction of mould being eradicated by CLR from the seal of the washing machine was that CLR will remove mould regardless of how embedded it is. Nothing in the commercial limited or qualified the depiction in any way. The fact that the commercial used the words “works on almost any surface” did not qualify or limit the representation when the commercial so clearly conveyed an unqualified promise of performance. Council, therefore, found that the commercial contained a misleading representation about the efficacy of the product.
Infraction:	Clause 1(a).

Advertiser:	Magtar Sales Inc.
Industry:	Household goods - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A television commercial for CLR Septic System Treatment showed the product being poured into a sink and a toilet while a voice-over stated: “pour CLR into any sink or drain...There is simply no waiting. CLR instantly races into your system... and leaves drains ready to use immediately.” In the next frame of the commercial, CLR was poured into a clear glass containing murky greenish brown water, which CLR instantly transformed into clear blue water.
Complaint:	The complainant alleged that it was unrealistic and misleading to show the advertised product instantly transforming the murky water into clear blue water.
Decision:	In its response to Council, the advertiser stated that the depiction was intended to show how the product works “over time” and that “it is not instant”. However, the overwhelming impression conveyed to Council by the visual depiction and the voice-over statement was that the product works immediately. Nowhere in the commercial was it made clear that the demonstration was only a dramatization and should not be taken literally. Therefore, Council

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	found that the advertisement contained misleading representations about the efficacy of the product.
Infraction:	Clause 1(a).

Advertiser:	Neolook Accessories
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Point-of-Sale
Complaint(s):	1
Description:	A sign in a store window read "Closing Sale".
Complaint:	The complainant alleged the advertisement was misleading because the advertising continued to be displayed for approximately one year.
Decision:	Council was advised by a Neolook representative that it took that length of time for the store to close because the store was only open on Saturdays and Sundays. The advertiser failed to answer or respond to Council's request for clarity on whether during the course of the one year close-out sale the advertiser replaced its stock. To Council, the words "Closing Sale" conveyed the impression that consumers should shop early for special deals on items that would be available for only a very limited period of time, and not thereafter. In Council's view, it should not take the store as long as a year to close. Council, therefore, found the "Closing Sale" claim to be misleading.
Infraction:	Clause 1(a).

Advertiser:	The Cannibal Café
Industry:	Leisure services - Restaurants and bars

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Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	Pitchers of beer costing \$18.00 were advertised on the advertiser's website and on its menus.
Complaint:	The complainant alleged that pitchers of beer were not available at any price at one of the advertiser's two locations.
Decision:	Based on the facts, Council found that the online and menu advertising was misleading and omitted relevant information.
Infraction:	Clause 1(a) and (b).

Advertiser:	The Children's Place
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	Two advertisements emailed to the complainant promoted sales that featured large and prominent headlines, which read: "Entire Site 50% Off" and "40% Off – 60% Off Entire Store." Below the headlines, various exclusions were listed, such as new arrivals, accessories, sleepwear, and footwear.
Complaint:	The complainant alleged the advertising was misleading because not all items were on sale as advertised.

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Decision:	In its response to Council, the advertiser explained that customers of The Children's Place understood that the claim "50% off entire store/site" meant there was merchandise on sale across all product categories (with certain noted exceptions). However, to Council, the prominent reference in the advertising to "entire store"/"entire site" was an unlimited and absolute claim that conveyed the same impression as "everything in the store". Since not every item in the store/site was on sale, Council found that the advertisement did not clearly state all pertinent details of the offer. In addition, the fact that there were significant items excluded from the sale contradicted the prominent absolute claim in the principal message.
Infraction:	Clauses 1(c) and (d).
Advertiser's Verbatim Statement:	"The Children's Place respects the Canadian Code of Advertising Standards and the consumer complaints procedure provided by ASC, but we do not believe our advertisement was misleading. The Children's Place believes that consumers understood the limited exclusions to our promotion since the exclusions were prominently identified in our advertising. However, upon receiving the complaint, without admission and in advance of the decision, The Children's Place advised ASC that it had made amendments to its advertising for further clarity."

Advertiser:	The Gymboree Corporation
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The advertising contained a large and prominent headline that read: "Entire Store — \$14.99 and under". Under the headline in fine print were various exclusions, such as "jackets and shoes at \$50% off."
Complaint:	The complainant alleged the advertising was misleading because not all items were available at \$14.99 or less.
Decision:	To Council, the prominent reference to "entire store" was an absolute claim that conveyed the same impression as "everything in the store". The fact that there were several exclusions contradicted the absolute claim.

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Infraction:	Clauses 1(c) and (d).
Advertiser's Verbatim Statement:	"The advertiser acknowledges that its internal communications issues prevented it from responding to this complaint in a timely manner. It respectfully disagrees with the Council's conclusion that the ad was misleading. While the major message of the ad was "\$14.99 and under entire store", the exclusions were clearly flagged, immediately under that message, with the statement "Excludes jackets and shoes at 50% off". Jackets and shoes were the only exclusions, and the excluded products amounted to less than 6% of styles available during the time period of the sale."

Advertiser:	National Benefit Authority
Industry:	Financial services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A banner advertisement that appeared on a YouTube page consisted of a picture of a Government of Canada cheque plus the words "2015 Disability Tax Credit", and "Register Online."
Complaint:	The complainant alleged the advertisement was misleading by conveying the impression that the advertised service was offered by the Government of Canada, when it was not.
Decision:	The advertiser contended that the banner advertisement must be considered together with the advertiser's website where, the advertiser said, it was made clear the National Benefit Authority is not an agency of the Government of Canada. Council, however, disagreed with the advertiser's contention on this point. In Council's evaluation, consumers should not have to look elsewhere for information that explains what is being offered or promoted in the banner advertisement. Nothing in the banner advertisement indicated who the advertiser was. There was no identification of the National Benefit Authority (i.e. the advertiser) by name, logo or URL. On the other hand, the Government of Canada's name and logo on the cheque was very prominent. The cheque, together with the words "2015 Disability Tax Credit" and "Register Online" all contributed to the general impression that the advertisement was a communication by the Government of Canada inviting viewers to register for a government sponsored disability tax credit programme. Because the actual advertiser, in reality, was not identified in the banner advertisement, Council found that it was misleading, omitted relevant information, and was presented in a style that concealed its commercial intent.

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Infraction:	Clauses 1(a), (b) and 2.
Advertiser's Verbatim Statement:	“ While the advertiser does not agree with the Council, it respects the Council's decision and has withdrawn the advertisement in question. The advertiser's position stems from the fact that is not possible to envision any potential scenario in which a viewer of the advertisement is misled in any manner. The advertisement is simply a banner which does not specify a service, but rather directs viewers to a page that contains full and clear disclosure of the service in question. A viewer either clicks on the banner or does not. If they do, they receive full and clear disclosure, and if they do not, they would be unaware of the service. In either case, there is no possibility of the viewer being misled.”

Advertiser:	Mathias Marine Sports
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	A motorcycle was priced at \$20,997 in a classified advertising website. In the description section of the advertisement the advertiser stated that it declined any responsibility for any errors or omissions in the advertising and that the consumer was responsible to verify any "doubtful" information with a representative of the dealer.
Complaint:	The complainant alleged the advertising was misleading because the dealer would only sell him the motorcycle at a higher than advertised price.
Decision:	The advertiser did not reply to ASC's request for the advertiser's response to the substance of this complaint. Council found that the advertisement misrepresented the consumer's ability to purchase the motorcycle at the advertised price. Council also found that the message in the description section of the advertisement contradicted more important aspects of the message.
Infraction:	Clauses 1(a), (d) and 4.

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Advertiser:	Motos Illimitées
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	A motorcycle was priced at \$24,229 in a classified advertising website. In the description section of the advertisement the advertiser stated that it declined any responsibility for any errors or omissions in the advertising, and that it was the consumer's responsibility to verify the accuracy of the advertised information by contacting a representative of Motos Illimitées.
Complaint:	The complainant alleged the advertising was misleading because the dealer would only sell him the motorcycle at a higher than advertised price.
Decision:	The advertiser did not reply to ASC's request for the advertiser's response to the substance of this complaint. Council found that the advertisement misrepresented the consumer's ability to purchase the motorcycle at the advertised price. Council also found that the message in the description section of the advertisement contradicted more important aspects of the message.
Infraction:	Clauses 1(a), (d) and 4.

Advertiser:	Staples
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1

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Description:	An ad for a task chair priced at \$9.97 was published on various websites.
Complaint:	When the complainant attempted to purchase the chair he was told by the advertiser that the chair had been discontinued. He was offered an equivalent product by the advertiser at a much higher price. The complainant alleged that although the product apparently had been discontinued, he continued to receive ads for the same product at the same low price.
Decision:	In its response to Council, the advertiser explained that the advertisement was part of a “re-targeting campaign”. To Council, however, the advertiser should have taken all necessary steps to remove advertisements for discontinued products in a timely manner. Council, therefore, agreed with the complainant that the advertisement was misleading and misrepresented the consumer’s opportunity to purchase product at the terms presented in the advertisement.
Infraction:	Clause 1(a) and Clause 4.

Advertiser:	BC Therapeutic Touch Network Society
Industry:	Health and beauty services
Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A not-for-profit organization, which publicizes information in support of its members who provide Therapeutic Touch therapy to the public, published information on its website promoting the Therapeutic Touch therapy technique. Claims and statements regarding the efficacy of the technique included: • Therapeutic Touch therapy is a “benefit to the practitioner and the client, proving to be a significant antidote to burnout in healthcare professionals” • Therapeutic Touch therapy is “effectively used on humans, plants and animals” • “By producing a rapid relaxation response...your body will heal and recover faster” (with Therapeutic Touch therapy) • Therapeutic Touch therapy “(may be) used pre- and post-operatively to hasten recovery, to balance emotions, and relieve depression, to assist cancer patients to deal with side effects of therapy and to boost the immune system, to assist in recovery from addictions, to assist in pre and postnatal care, to calm anxiety and aggression in patients suffering from various forms of dementia, and to calm and support palliative care patients and their families” • “Over 50 doctoral and 20 post-doctoral studies are available through the (BC Therapeutic Touch) Network, which have proven the effectiveness of Therapeutic Touch”.

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Complaint:	The complainant alleged the advertised claims were not currently supported by reliable, science-based evidence.
Decision:	It appeared to Council that the efficacy claims regarding Therapeutic Touch therapy were medical treatment outcomes for serious diseases and conditions that readers of the advertisement would associate, in whole or part, with conventional medicine practices and procedures. However, Council found that the studies and research provided by the advertiser were insufficient to support such claims. It concerned Council that the claims and statements could cause readers to believe that Therapeutic Touch therapy was an alternative for medical treatment for some of the identified conditions, rather than as complimentary to traditional medical treatment. The advertiser requested an appeal from Council's decision.
Appeal:	Following a careful review by the Appeal Panel, Council's original decision was affirmed.
Infraction:	Clauses 1(e) and 8.

Advertiser:	Signore Angelo
Industry:	Other
Region:	Ontario
Media:	Radio
Complaint(s):	1
Description:	In a radio commercial the services of a psychic healer were promoted by describing the psychic as someone who "has been around for twenty years helping in love, marriage, health and business, depression problems, drugs or alcohol", and that "there would be results in 12 hours."
Complaint:	The complainant alleged that the commercial was misleading, as well as played on consumers' superstitions and fears.
Decision:	The impression conveyed to Council by the radio commercial was that the psychic healer could successfully cure or treat persons with depression, drug or alcohol problems, and that they would see curative results within 12 hours. Because that is not the case, Council found the advertisement was misleading and also played upon fears to mislead consumers.

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Infraction:	Clause 1(a) and Clause 11.
Advertiser:	Listen!UP Canada
Industry:	Health and beauty services
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	The headline of a newspaper advertisement read: "Wanted. 30 People with Hearing Loss. Qualified Participants Needed for Technology Field Test". In the body of the advertisement readers were invited to call to see if they qualified for a field test. Participants would be given the opportunity "to evaluate and report their experience wearing the latest, most advanced hearing aid technology for thirty days."
Complaint:	The complainant alleged the commercial intent of the advertisement was disguised as a research project.
Decision:	In its response to Council, the advertiser stated that the purpose of the advertisement was to find hearing-impaired candidates to participate in a clinical trial by ListenUp!Canada. However, in Council's evaluation, based on the advertising and the information made available to Council by the advertiser, the ultimate reason for the advertisement was to promote and demonstrate open-fit hearing aids to the selected participants in the field test for their trial and purchase.
Infraction:	Clause 2.
Advertiser's Verbatim Statement:	"We appreciate the chance to respond to the decision made by the Standards Council. We certainly have no desire to "conceal" anything in our advertising. We do hope that, as a result of a participant's involvement in the advertised field test opportunity, they will find benefit from wearing hearing aids and choose to purchase them and wear them every day for years to come. Providing the latest digital hearing aid technology and excellent audiological services is how we help improve the lives of those struggling with hearing loss. Field test research helps our clients determine whether hearing aids provide value to them, and at the same time, helps us improve what we do and how we do it clinically. In an effort to be more clear in our advertising, we have amended the ad to include mention of the opportunity to purchase the hearing aids at the end of the field test period."

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Advertiser:	Pioneer Chrysler Jeep
Industry:	Cars and motorized vehicles – General
Region:	British Columbia
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	Inside a direct mail envelope was a form entitled “Canada Automotive Rebate Program”. It included the Canadian flag in several places and read: “This initiative is designed to stimulate the economy through automotive sales, while providing you with debt relief by matching your 2015 Tax Refund by up to \$1000.” To claim the rebate, consumers were required to bring their Notice of Assessment to Pioneer Chrysler Jeep and present valid government I.D. displaying postal code. The brown envelope containing the form displayed the Canadian flag in the top left corner, together with the words “Canadian Consumer Benefits Information”.
Complaint:	The complainant alleged the advertisement was designed to resemble an official Government of Canada document, when, in fact, it was an advertisement for an automobile dealer.
Decision:	To Council, the use of the Canadian flag both on the outer envelope and on a form, which resembled an official-looking document from Canada Revenue Agency, contributed to creating the impression that it was an official government communication. In reality, it was an advertisement by an automobile dealer. Council, therefore, found that the advertisement was presented in a format or style that concealed its commercial intent, and that the advertisement imitated the copy and illustrations of another advertiser (an agency or department of the Government of Canada).
Infraction:	Clauses 2 and 9.

Advertiser:	Scent Trunk
Industry:	Health & beauty - Cosmetics
Region:	Quebec

Ad Standards

Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The complainant subscribed to a monthly fragrance delivery service from a Canadian company located in Ontario.
Complaint:	The complainant alleged the advertisement was misleading because he was charged for his purchases in US funds.
Decision:	The Code requires that advertised prices must be payable in Canadian funds, unless specifically quoted in a currency other than Canadian. However, nowhere on the advertiser's website was it stated that prices were in US funds. Because the price was not identified as being in US dollars, Council found that the advertisement was misleading.
Infraction:	Clause 3 (c).
Advertiser's Verbatim Statement:	"Every page on the Scent Trunk website that makes reference to purchasing now clearly indicates that we charge in USD."

Advertiser:	Magic Window Innovations
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Radio
Complaint(s):	1
Description:	In a radio commercial, the advertiser claimed its windows were "covered by warranty until 2055".
Complaint:	The complainant alleged the claim regarding the guarantee was misleading.

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Decision:	The advertiser did not reply to ASC's request for the advertiser's response to this complaint. To Council, the general impression conveyed by the commercial was that all parts of the advertised windows were warranted for forty years. In fact, upon examining the warranty details, it became clear that the "40 Year" Warranty was limited in several important respects. For example, the insulated glass portion of the window was warranted not to fail for 20 years from the date of sale, and the door handle hardware and operation was warranted for one year from the date of installation, not for 40 years. Clause 5 provides that no advertisement shall offer a guarantee or warranty unless the advertising fully explains the conditions and limits of the guarantee or warranty. Council could find nothing in the commercial that indicated or explained the fact that the warranty was limited in significant respects. Council, therefore, found that the commercial contravened the Code.
Infraction:	Clause 5.

Advertiser:	Mantha Insurance Brokers Ltd.
Industry:	Financial services
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	An advertisement for an insurance brokerage firm depicted a toddler dressed like a biker driving a motorcycle. The toddler was pictured wearing a red bandana on his head. The headline of the advertisement read: "No Kidding! We'll Save You Money."
Complaint:	The complainant alleged that advertisement encouraged unsafe and unlawful behavior.
Decision:	Council understood that the advertiser intended the advertisement be humorous by depicting a young child dressed like a biker riding a motorcycle. However, the child was shown without a helmet and only a bandana for protection. To Council, the message conveyed by the advertisement, especially to impressionable readers, was that it is acceptable to ride a motorized vehicle, such as a motorcycle or ATV, without a helmet. Council, therefore, found that the advertisement displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe or dangerous practices, or acts.
Infraction:	Clause 10.

Ad Standards

Advertiser:	Mazda
Industry:	Cars and motorized vehicles – Safety
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	The commercial depicted a car chase scenario, in which the Mazda driver and his female companion were shown attempting to escape an angry bridal party that was pursuing the couple in another car. The Mazda driver was seen swerving dramatically to avoid a truck backing out of an alley, and braking so that the car went into a spin.
Complaint:	The complainant alleged that the commercial condoned unsafe driving.
Decision:	Council agreed with the complainant that the driving manoeuvres shown in the commercial displayed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe or dangerous practices, or acts.
Infraction:	Clause 10.

Advertiser:	L'Expert Carrossier Rive-Sud
Industry:	Cars and motorized vehicles – General
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	An advertisement for an auto repair business featured a stylized image of a naked woman's body in the shape of a car, with the emphasis on her buttocks. The image was accompanied

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	by the words: "When it's bumped" [« Quand ça fesse! »] and "Our body-beauty care for the car."
Complaint:	The complainant alleged the advertisement objectified women by using a woman's body in connection with automotive services, which have no connection to a woman's body.
Decision:	Council agreed with the complainant that the advertisement inappropriately used a woman's body to promote services, which have no connection to a woman's body. Council considered Guideline No. 3 of the Gender Portrayal Guidelines, which state that "advertising should avoid the inappropriate use or exploitation of sexuality of both women and men", and concluded that the advertisement demeaned and degraded women.
Infraction:	Clause 14(c).

Non-Identified Cases - January 1, 2016 - December 31, 2016

Canadian Code of Advertising Standards

Advertiser:	Airline
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	An airline company advertised on its website that bassinet seats were offered on transatlantic flights, subject to availability.
Complaint:	The complainant alleged that the bassinet seats were offered only on certain transatlantic flights.
Decision:	To Council, the general impression conveyed by the advertisement was that bassinet seats were offered on all transatlantic flights. Because that was not the case, Council found that the advertisement was misleading and omitted relevant information. The advertiser is not identified in this case summary because the advertiser clarified the advertisement before Council's adjudication by stating that bassinet seats are not available on certain aircraft.
Infraction:	Clauses 1(a) and (b).

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

Ad Standards

Complaint(s):	1
Description:	A “Buy One Get 50% Off Floor Tiles” promotion was advertised on the advertiser’s website.
Complaint:	The complainant alleged that claim was inaccurate because he was unable to get 50% off the price of tiles, as-advertised.
Decision:	In its response to Council, the advertiser explained that the advertised price of “37.08 per box of tiles” had already been discounted to reflect the 50% reduction. Therefore, no additional price reduction was required. To Council, the advertisement did not clarify whether the price per box stated in the advertisement was the regular price or the already-discounted sale price. 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 the advertiser withdrew the advertisement before Council’s adjudication.
Infraction:	Clauses 1(b) and (c).

Advertiser:	Advocacy Organization
Industry:	Non-commercial - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	The advertiser claimed that engaging in certain activities resulted in a significant number of fatalities.
Complaint:	The complainants alleged the claim was inaccurate and could not be substantiated.
Decision:	Council found that the research submitted by the advertiser did not, in fact, validate the advertised claim, as contended by the advertiser. The advertiser is not identified in this case summary because it withdrew the advertising before Council met to adjudicate the complaints.

Ad Standards

Infraction:	Clauses 1(e) and 8.
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Advertiser:	Healthcare Service Provider
Industry:	Health and beauty services
Region:	British Columbia
Media:	Newspapers
Complaint(s):	1
Description:	A natural healthcare clinic advertised various services provided by the clinic's practitioners. Among the claims made in the advertisement were efficacy claims about one of the procedures identified in the advertising.
Complaint:	The complainant alleged the claims were not currently supported by science-based evidence.
Decision:	Council found that the studies and research provided by the advertiser were insufficient to support the advertised claims.
Appeal:	Council's original decision was affirmed by an Appeal Panel, acting on the advertiser's request for appeal. Notwithstanding the fact that the advertiser appealed Council's original decision, the advertiser had withdrawn the advertising before the original Council hearing. On that basis, the advertiser is not identified in this case summary.
Infraction:	Clauses 1(e) and 8.

Advertiser:	Automobile Dealer
Industry:	Cars and motorized vehicles – General
Region:	British Columbia

Ad Standards

Media:	Direct Marketing - Post
Complaint(s):	1
Description:	Inside a direct mail envelope was a form entitled "Canada Automotive Rebate Program". It included the Canadian flag in several places, and read: "This initiative is designed to stimulate the economy through automotive sales, while providing you with debt relief by matching your 2015 Tax Refund by up to \$1000." To claim the rebate, consumers were required to bring their Notice of Assessment to an identified dealership and present valid government I.D. displaying postal code. The brown envelope containing the form displayed the Canadian flag in the top left corner, together with the words "Canadian Consumer Benefits Information".
Complaint:	The complainant alleged the advertisement was designed to resemble an official Government of Canada document, when, in fact, it was an advertisement for an automobile dealer.
Decision:	To Council, the use of the Canadian flag both on the outer envelope and on a form, which resembled an official-looking document from Canada Revenue Agency, contributed to creating the impression that it was an official government communication. In reality, it was an advertisement by an automobile dealer. Council, therefore, found that the advertisement was presented in a format or style that concealed its commercial intent, and that the advertisement imitated the copy and illustrations of another advertiser (an agency or department of the Government of Canada). The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council's adjudication.
Infraction:	Clauses 2 and 9.

Advertiser:	Restaurant
Industry:	Leisure services - Restaurants and bars
Region:	Quebec
Media:	Newspaper, Out-of-Home
Complaint(s):	13
Description:	A photograph of a meal was featured in an advertisement that included a vulgar expression of a sexual nature related to women.

Ad Standards

Complaint:	The complainants alleged that the advertisement humiliated and denigrated women.
Decision:	Council agreed with the complainants finding that this advertisement both denigrated and demeaned women. The advertiser is not identified in this case summary because it withdrew the advertisement before Council met to adjudicate the complaints.
Infraction:	Clause 14(c).