

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2017. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2017 - December 31, 2017

Canadian Code of Advertising Standards

Advertiser:	International Auction
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	In a flyer, the advertiser claimed that it pays “the highest cash prices for your jewels, coins and any other item made of gold or silver.”
Complaint:	The complainant alleged that the claim was not substantiated in any way.
Decision:	In its response to Council, the advertiser stated that it conducted a telephone survey of twenty competitors to compare the prices they offered. However, the advertiser did not provide Council with any data to support the claim that it pays “the highest amounts”. Council, therefore, found that this absolute claim was not supported by conclusive and reliable evidence as required under the Code.
Infraction:	Clause 1(e).

Advertiser:	Abbott Laboratories, Limited
Industry:	Health & beauty - OTC
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1

Ad Standards

Description:	A television commercial for a meal replacement product showed a woman saying: "When I don't eat enough of what I should, I have Ensure". A voiceover stated: "After age 40, we lose significant muscle mass each year. Ensure has protein to build muscle and 26 vitamins and minerals." At this point an animated bicep muscle was shown enlarging significantly and rapidly in size.
Complaint:	The complainant alleged that the illustration of the degree and speed of muscle growth was exaggerated and misleading.
Decision:	In its response to Council the advertiser stated that the animated image of the muscle was used to illustrate the functional role of protein in building muscle and that the claim was clearly linked to that protein function. It appeared to Council, however, that the dramatic increase in muscle growth occurred immediately after the woman consumed the product. Council found that this animated demonstration exaggerated the benefits of the product following consumption, both in terms of the speed with which the muscle enlargement occurred, as well as the degree of muscle enlargement. Council, therefore, found the depiction in the commercial was misleading.
Infraction:	Clause 1(a).

Advertiser:	Canadian Association of Naturopathic Doctors
Industry:	Non-commercial - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	A voice-over announcer in one of the advertiser's television commercial asked: "True or False? Naturopathic Doctors are medically trained." A woman wearing a white lab coat and stethoscope steps forward on-camera and replies "Of course we are, I am a Naturopathic Doctor." The voice-over announcer then states: "It's time for a second opinion on your health. Naturopathic Doctors. Medically Trained. Naturally Focused." In another commercial, a different question was posed: "True or False? Naturopathic doctors can perform annual check-ups." A different naturopathic doctor replies, on-camera: "Absolutely. I am a Naturopathic Doctor."
Complaint:	The complainants alleged that both advertisements were misleading.

Ad Standards

Decision:	<p>Council understood that, in their pre-graduate training leading up to their graduation, NDs are required to undertake some studies that are similar, but not identical, to the training and studies required of medical doctors in the course of their pre-graduate training. It is also a fact that NDs may give their patients check-ups. However, in Ontario and several other Canadian provinces, check-ups are limited and controlled by Regulations to a significantly greater degree than those applicable to medical doctors. While the statements about “similar medical training” and the ability of NDs to give “annual check-ups” may be “literally” factual, the overwhelming impression communicated to Council by both commercials when viewed in their entirety was that naturopathic doctors are equivalent to medical doctors in the training they receive and in the services they are allowed to provide and do provide to patients. However, the impression created by these commercials is not accurate. The training received by naturopathic doctors is significantly more limited than medical doctors whose study and training requirements include at least several years of residency. And while naturopathic doctors are permitted to perform some physical examinations and tests, and may administer certain controlled substances, the controlled acts and procedures allowed, for example, under the Naturopathy Act in Ontario, are much more limited than the ones medical doctors may perform. Finally, in Council’s opinion, the statement in the commercials that “It’s time for a second opinion on your health” reinforced the impression communicated by these commercials that a naturopathic doctor is equally qualified and entitled as a medical doctor is to provide a “second opinion” concerning medical conditions, without limitation. Based on the foregoing, Council found that the commercials conveyed misleading impressions.</p>
Infraction:	<p>Clause 1(a).</p>
Advertiser's Verbatim Statement:	<p>We disagree with the decision, but respect the Advertising Standards Council process. The commercials in their current form have been removed from broadcast. The commercials were not intended to mislead or provide an impression that naturopathic doctors (NDs) are equivalent to medical doctors. The commercials were part of an awareness campaign designed to educate the public on the expertise and breadth of services an ND is able to provide. NDs have extensive education and training and are regulated and empowered by provincial legislation to diagnose and communicate a naturopathic assessment (includes standard western diagnostics) of a patient’s health.”</p>

Advertiser:	<p>Canadian Tire Corporation, Limited</p>
Industry:	<p>Retail (Supermarkets, Dept stores etc.)</p>
Region:	<p>Nova Scotia</p>
Media:	<p>Digital - Marketer - Owned Websites</p>
Complaint(s):	<p>1</p>

Ad Standards

Description:	Four tires were advertised online at the reduced price of \$31.43 per tire. When the complainant attempted to place her online order, the advertiser's website showed that the exact model of the four tires the complainant wanted to purchase were available at the advertiser's Halifax-Lower Sackville store.
Complaint:	The complainant alleged the advertisement was misleading because the store manager would not honour the advertised price for the tires.
Decision:	Based on the facts, Council upheld the complaint and found that the advertisement was misleading.
Infraction:	Clause 1(a).

Advertiser:	Coastal Heat Pumps Victoria
Industry:	Household goods - Cleaning and maintenance product
Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	On its website, the advertiser claimed that heat pumps provided consistent heat in winter and filtered air conditioning in the summer for "up to 50% less than oil, gas or baseboard heating."
Complaint:	The complainant alleged that the claim could not be substantiated.
Decision:	Council agreed with the complainant finding that the unqualified claim was not substantiated by the information the advertiser provided. Council, therefore, found that the advertisement failed to include important information that would enable consumers to fully understand the basis for the advertised comparison, concluding that the advertisement omitted relevant information and was misleading.
Infraction:	Clauses 1(a) and (b).

Ad Standards

Advertiser:	Communauto
Industry:	Transport - Rental/ leasing services
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A car-sharing company advertised rental rates on its website.
Complaint:	The complainant, an Ottawa resident, alleged the advertisement was misleading because the advertised rental rates for a car offered by the advertiser were not available in Ottawa.
Decision:	In fact, the rates advertised by Communauto were only available in Quebec. In other parts of Canada, cars were provided at different rates by companies partnering with Communauto. Council found that the advertiser's website failed to clarify that Communauto vehicles were available only in Quebec. For other parts of Canada, cars were provided by other companies provided car but at different rental rates than Communauto's. Council concluded, therefore, that the advertisement omitted relevant information and did not clearly and understandably state all pertinent details of an offer.
Infraction:	Clauses 1(b) and (c).

Advertiser:	Coquitlam Chrysler Jeep Dodge
Industry:	Cars and motorized vehicles – General
Region:	British Columbia
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1

Ad Standards

Description:	The opportunity to get a \$1,000 Walmart gift card, a chance to win \$10,000 and instant prizes, and a \$100 gift card was offered by a car dealership in a promotion which the complainant received by email. The email declared that the complainant was an Instant Winner and had won a \$1,000 Walmart gift card.
Complaint:	The complainant alleged that because the advertiser would not allow him to claim the instant prize, the Instant Win promotion was misleading.
Decision:	In Council's view, the advertisement unequivocally promised the complainant he had won the \$1,000 Walmart gift card. Because the dealership would not honour its promise, as advertised, Council found that the advertisement was misleading, omitted relevant information, and did not clearly state all pertinent details of the offer.
Infraction:	Clauses 1(a),(b) and (c).

Advertiser:	Emson Inc.
Industry:	Household goods - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a commercial, the RoboTwist jar opener was shown being used successfully to remove lids from both large and small glass and plastic jars. Claims were also made in audio of the commercial that the product "opens any size jar".
Complaint:	The complainant alleged that the advertisement misrepresented and exaggerated the performance of the product.
Decision:	In fact, the ability of the advertised product to remove all sizes of jar lids, both big and small, was contradicted by the advertiser in its Owner's Manual, where the advertiser states that the product will only open jars with a diameter of between 1 ½ - 3 ½ inches, and should not be used on plastic or unconventionally shaped jars. Because the product was incapable of performing as advertised, Council found that the advertisement contained deceptive claims.

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Infraction:	Clause 1(a).
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Advertiser:	Formeflex
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A particular type of mattress was advertised on several pages of the advertiser's website. In many places on the website, the advertiser referred to "100% organic latex" in describing the mattress.
Complaint:	The complainant alleged the claims in the advertising regarding "100% organic latex" were misleading.
Decision:	Council was aware that on the advertiser's home page it was stated that "Formeflex is a manufacturer of mattresses made with 100% Organic Latex and Bio Foam". However, after carefully reviewing the whole website, the overwhelming impression conveyed to Council was that each Formeflex mattress consisted entirely of 100% organic latex. No mention was made of the fact that the mattress also contained bio foam. Because the advertisement omitted relevant information regarding the actual bio foam content of the mattress, Council found that the advertisement was misleading.
Infraction:	Clauses 1(a) and (b).

Advertiser:	Ghost Rescuer
Industry:	Leisure services - Other
Region:	British Columbia

Ad Standards

Media:	Newspapers
Complaint(s):	1
Description:	Several advertisements in a community newspaper promoted ghost removal services by a professional ghost rescuer. In one of the advertisements, the ghost rescuer made a number of claims including: "Ghosts have the same energy as your kitchen outlet"; "a ghost is the soul of a person"; and "Even if you don't believe in ghosts, my services work anyway!"
Complaint:	The complainant alleged the advertisements were misleading and that the claims were not supported by competent scientific evidence.
Decision:	Council agreed with the complainant, finding that the advertising claims and representations were not supported by competent and reliable evidence, and that, as a result, the advertising contained deceptive or misleading claims.
Infraction:	Clauses 1(a) and (e).

Advertiser:	Home Hardware Stores Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial for an infra-red heater, the advertiser claimed that the heater "brings moist, therapeutic heat".
Complaint:	The complainant alleged that this claim was misleading.
Decision:	The general impression conveyed to Council by the commercial was that the advertised heater would produce moist air, not unlike the moist air produced by a humidifier. However,

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	the advertiser did not provide evidence that substantiated the claim. Council, therefore, found that the advertised claim was not supported by competent and reliable evidence.
Infraction:	Clause 1(d).

Advertiser:	Kentucky Fried Chicken Canada Company
Industry:	Leisure services - Restaurants and bars
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A meal was advertised at a price of \$5.00 in a television commercial and on the advertiser's website.
Complaint:	The complainant found that the same meal was sold at a price of \$5.99 in some locations in the Toronto area.
Decision:	In its response to Council, the advertiser explained that while \$5.00 was the national price of the meal, due to operating cost variations, the meal could be sold at a higher price in some locations. The advertiser also pointed out that the commercial contained a disclaimer advising that prices may vary. However, Council concluded that the disclaimer was not presented in a manner that was clearly legible.
Infraction:	Clause 1(d)
Advertiser's Verbatim Statement:	"Kentucky Fried Chicken Canada Company (KFC Canada) always engages in truthful and accurate advertising and endeavours to follow all Advertising Standards outlined by the ASC. Since this complaint was filed, all KFC Canada Advertisements include updated disclaimers."

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Advertiser:	Maple Ridge Chrysler Jeep Dodge
Industry:	Cars and motorized vehicles – General
Region:	British Columbia
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial, the spokespersons for the advertiser referred to two different individuals who received “cash back” from the automobile dealership when they purchased new vehicles. The two individuals were shown holding oversized cheques in the amounts of \$41,000 and \$50,000, respectively. The commercial also included a large text super stating “\$50,000 Cash Back at 0%”. A disclaimer at the bottom of the commercial advised: “See dealer for details. OAC. On select models only.”
Complaint:	The complainant alleged that the advertisement was misleading because the cash back offers were, in fact, repayable loans.
Decision:	The advertiser submitted that the reference in the commercial to “OAC” meant repayable loans, notwithstanding the fact that the commercial repeatedly referred to getting cash back and never referenced “repayable loans”. Moreover, the commercial clearly showed the two individuals holding oversized cheques, as if they had received these cash back payments. In Council’s judgement, the advertising did not communicate the fact that when it emphasized “cash back”, the advertiser actually meant a “loan”. Council, therefore, found that the advertisements were misleading and omitted relevant information.
Infraction:	Clause 1(a) and (e).

Advertiser:	Rogers
Industry:	Financial services
Region:	Ontario
Media:	Direct Marketing - eMail, SMS, MMS

Ad Standards

Complaint(s):	1
Description:	A personalized email was sent to the complainant stating that she had been “pre-approved” for a credit card. An asterisk with the words “See Full Details” appeared at the bottom of the advertisement. Upon clicking the link, the recipient was taken to a legal note that stated: “Subject to credit assessment and income verification.”
Complaint:	The complainant alleged that the phrase “You’re pre-approved” in the advertisement was misleading, because, in fact, the credit card would not be granted unless a favourable credit assessment and income verification was determined.
Decision:	The unmistakable impression conveyed to Council by the advertisement was that, as a Rogers customer, the recipient had already been approved for a credit card and only needed to click “Apply Now” to receive the card. The fact that a credit assessment and income verification still had to be undertaken was only disclosed in a separate legal note. Council found that the phrase “pre-approved” was overly broad and was contradicted by the information contained in the legal note. It was Council’s opinion that the need to satisfy the credit assessment and also provide income verification before being granted the credit card should have been prominently disclosed in very close proximity to the “pre-approved” claim when it first appeared in the advertisement. Council, therefore, concluded that the advertisement did not clearly and understandably state all pertinent details of the offer.
Infraction:	Clauses 1(c) and (d).

Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	In an advertisement emailed to the complainant, the advertiser offered: “Try any mattress in store and receive \$10*. Some restrictions apply. See store for details.”
Complaint:	The complainant alleged that staff in the Sears store she visited would not honour the advertised \$10 offer.

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Decision:	In its response to Council, the advertiser stated that consumers would not receive \$10 in cash when they 'tried' a mattress in a Sears store. Rather they would receive a \$10-off coupon applicable to a minimum \$25 purchase from Sears. To Council, it was clear from the advertisement that the advertiser promised customers \$10 cash for simply trying any in-store mattress, not a \$10-off coupon redeemable against a purchase from Sears costing \$25 or more. Council, concluded, therefore that the advertisement omitted relevant information and was misleading,
Infraction:	Clauses 1 (a) and (b).

Advertiser:	St. Catharines Right to Life
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	Two women were shown side-by-side in a transit advertisement. One woman was obviously pregnant and the other woman was shown holding a baby in her arms. The headline of the advertisement read: "Same Person Inside and Out."
Complaint:	The complainant alleged the advertisement was misleading because a foetus is not legally considered to be a "person".
Decision:	In Council's judgment, the advertisement unequivocally conveyed the message that a foetus is a "person". Given that under the Criminal Code of Canada, a "person" begins life not before, but at live birth, Council found that it was inaccurate to claim in the advertisement that an unborn foetus is a "person", thereby contravening the Code.
Appeal:	Following its careful review of the advertising in question and the submissions by both the Complainant and the Advertiser, the Appeal Panel unanimously affirmed Council's original decision.
Infraction:	Clause 1(a).

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Advertiser's Verbatim Statement:	<p>"The Same Person Inside and Out." Or not? Someone complained that our bus shelter ad was inaccurate because the law does not recognize what's in the woman's womb as a person. The Advertising Standards Council agreed. So what is in the woman's womb? Is it alive? Is it human? If a live human being, why not a person? Is whatever the law says the final word on what a person is? Canadian law used to deny that women were persons. Did they only become persons when the law said so? American law used to deny that black Americans were persons. Did they only become persons when the law said so? Was it right to stop anyone from questioning those laws that denied women or blacks were persons? Is it right to stop anyone from saying that the child in a woman's womb is a person?</p>
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Advertiser:	The Lark Group
Industry:	Real estate services
Region:	British Columbia
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	A condominium development for seniors in Summerland, British Columbia was advertised in a brochure and in the local newspaper. In the body of the advertising it was stated that "The Fish Hatchery and Aquifer will not be impacted" by the development.
Complaint:	The complainant alleged that the advertisements were misleading because it was not made clear that the development had not yet been approved by the District of Sutherland and that the "no-impact" claim was not true.
Decision:	Council found no disclosure in the newspaper advertisement that the development was subject to approval by authorities. In the case of the brochure, Council found that the disclosure was not clearly legible. On the second issue, Council concluded that the statement "The Fish Hatchery and Aquifer will not be impacted" was misleading and unsupported by the evidence submitted by the advertiser.
Infraction:	Clauses 1(a) and (e).
Advertiser's Verbatim Statement:	"The Lark Group placed the iCasa Living newspaper ads to generate awareness of the proposed project in the Okanagan region, and our intention was not to mislead the public. We referenced that the ads were not an offering for sale and assumed this would cover the legal

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	aspects of the ads. We apologize for any confusion and will ensure any future ads will be referenced accordingly.”
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Advertiser:	The Separation & Divorce Resource Centre
Industry:	Other
Region:	Ontario
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	On the website of an individual provider of separation and divorce-related services, the following claims were made: “The Separation and Divorce Centre Inc. is the only center in North America that exclusively specializes in all areas of separation and divorce”. The advertisement also claimed that the advertiser is the “only person in Canada certified by the (original) founder of the workshop to facilitate the Rebuilding Workshop.”
Complaint:	The complainant alleged that the claims were misleading.
Decision:	Council found that the information tendered by the advertiser was insufficient to substantiate the very broad claims made in the advertisement.
Infraction:	Clause 1(e).

Advertiser:	Federal Pardon Waiver Services Canada Inc.
Industry:	Other
Region:	National
Media:	Digital - Display ads

Ad Standards

Complaint(s):	1
Description:	An online advertisement was headed “Criminal Record Removal” in large bold type. Below the headline there was an image of the Canadian House of Commons and a hand holding a Canadian passport. Immediately below the image were the words “Qualify Now for a Permanent Criminal Record Removal” in large bold type. As well, the advertisement contained the image of a red and white maple leaf and the words “Federal Pardons Waivers Canada.”
Complaint:	The complainant alleged the advertisement was misleading because only the Parole Board of Canada, an agency of the federal government, has the ability to expunge criminal records.
Decision:	The impression conveyed to Council by this advertisement was that it was sponsored by the Government of Canada. Furthermore, the advertisement did not make it clear that “Federal Pardons Waivers Canada” was a for-profit company that provides assistance with making (but not the power to grant) applications for pardons from the Parole Board of Canada. Council found that by improperly incorporating certain iconic images and symbols commonly found in advertising by the Government of Canada, this advertising, which adopted a disguised advertising technique, was misleading and omitted relevant information about its real commercial character.
Infraction:	Clauses 1(a), (b) and Clause 2.

Advertiser:	Insauga
Industry:	Other
Region:	Ontario
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	An article in a local online publication described the features of a large retail outlet in Mississauga. Immediately below the headline, were the words “Sponsored Post.”
Complaint:	The complainant alleged that the “article” was, in fact, undisclosed advertising.

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Decision:	To Council, the “article” gave the impression of being a self-congratulatory press release. Although the words “Sponsored Post” appeared at the beginning of the article, the actual identity of the sponsor of the “article” or “post” was not clearly identified, as required under Clause 1(f) of the Code. Council, also concluded that the advertisement was presented in a format and style that concealed the fact that it was an advertisement.
Infraction:	Clauses 1(f) and 2.

Advertiser:	Kamloops This Week
Industry:	Other
Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	3
Description:	Several articles about a mine project, with a byline entitled “Sponsored Content”, were published in an online publication.
Complaint:	The complainants alleged that these articles were, in fact, undisclosed advertising.
Decision:	In Council’s opinion, each of the “articles” went beyond merely presenting factual information about the mine project. Rather, each article described the project in a positive light, in most cases from the perspective of the mine’s Project Manager. In the Code, “advertising” is defined as “any message, the content of which is controlled directly or indirectly by the advertiser...and communicated to Canadians with the intent to influence their choice, opinion, or behaviour.” Based on this definition, Council concluded that these “articles” constituted “advertising”. Moreover, Clause 1(f) of the Code requires that, in an advertisement, the advertiser ‘must be clearly identified’. In the case of the complained about “articles”, the advertiser in question was never identified. Council, therefore, found that the advertisements contravened Clause 1(f) and that the advertisements were presented in a format and style that concealed the fact that they were advertisements.
Infraction:	Clauses 1(f) and 2.

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Advertiser's Verbatim Statement:	"We thought we were in compliance by labelling the material as sponsored content. Certainly this was consistent with the practice we noted at other newspapers. However, adding the name of the sponsor removes any ambiguity about the source of the material and we are happy to make the change to our policy so that sponsors are always identified with their content."
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Advertiser:	Air China
Industry:	Transport - Airlines
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	The advertiser promoted a Father's Day sale offering flights from Canada to destinations in Asia for only \$499 during September, October and November. Nothing indicated that quantities were limited and no other restrictions were mentioned.
Complaint:	The complainant tried to buy tickets during the first minutes of the sale, but none were available for any dates at the advertised price during the three-month period.
Decision:	The advertiser did not respond to Ad Standards' request for its comments on the merits of the complaint. Council did not find anything in the advertisement that indicated that quantities were severely limited. Council, therefore, found that the advertisement was misleading and misrepresented the consumer's opportunity to purchase the flights at the terms presented in the advertisement.
Infraction:	Clause 1(a) and 4.

Advertiser:	Flight Network
Industry:	Transport - Airlines

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Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	Flights were advertised on the advertiser's website from Calgary to Hayden, Colorado for the all-inclusive price of \$745 CDN.
Complaint:	The complainant alleged that the advertisement was misleading.
Decision:	The complainant booked a flight and received a confirmation number. This was followed by an email from the advertiser informing the complainant that the flights could not be booked at the advertised price. A representative of the advertiser told the complainant that although there were no flights available at the advertised price, there were flights at a higher price: \$893. The complainant also stated that when she spoke to the advertiser's representative, the original flights were still being advertised at the lower, all-inclusive price of \$745. The advertiser did not respond to ASC's request for comments on the merits of the complaint. Reinforced by the fact that the lower priced flights were still being advertised at the lower price after the complainant was informed that they were not available, Council found that the advertisement was misleading and misrepresented the consumer's opportunity to purchase the flights on the terms presented in the advertisement.
Infraction:	Clauses 1(a) and 4.

Advertiser:	Forever Spin
Industry:	Toys
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1

Ad Standards

Description:	In an advertisement on its website, the manufacturer of spinning tops claimed: “Lifetime warranty. ForeverSpin tops will last forever. Every top is safe with our lifetime guarantee and the ForeverSpin seal.”
Complaint:	The complainant alleged that the “Lifetime Warranty” claim was misleading, because the copper- topped ForeverSpin top he had owned for about four months “deformed” with use.
Decision:	The advertiser submitted that the warranty didn’t cover normal wear and tear and was limited to manufacturer’s deficiencies and material deficiencies. In Council’s opinion, the “lifetime warranty” was significantly limited and narrow, a fact that contradicted the more prominent claim in the advertisement that the warranty was “lifetime” when it was a “limited warranty” at most. Because the warranty was, in fact, limited, and the extent of these limitations was not disclosed in the advertisement itself, Council found that the advertisement was misleading.
Appeal:	Following its careful review of the advertising in question and the submissions by both the complainant and the Advertiser, the Appeal Panel unanimously affirmed Council’s original decision.
Infraction:	Clauses 1(a), (b), (c) and Clause 5.

Advertiser:	Cambridge Laboratories
Industry:	Health & beauty - Other
Region:	Quebec
Media:	Newspapers
Complaint(s):	1
Description:	An advertisement for a “Cellular Repair Infuser” contained the following headline in large bold print: “Pharmaceutical Corporations Are Trying To Halt This Breakthrough Scientific Discovery That Is Poised To Make 90% Of ALL Known Prescription Drugs Obsolete!” The sub-heading read: “Because Big Pharma Only Makes Money If You Stay Sick!” Within the advertisement, a number of claims and statements were made, including: • “This new Breakthrough Scientific Discovery (called the Cellular Repair Infuser) has been PROVEN to make ‘that’ possible...” The explanation of what ‘that’ referred to was: “...your life without sickness, without soreness, without cancer or diabetes, without the aches and pains of aging, without allergies...free of heart, lung and liver problems, free of discomfort...all replaced by total wellbeing and boundless energy wrapped in a body of wrinkle free youthful looking skin.”; • Used as directed, the advertised product is “guaranteed to end the aches and pains of aging”; “WILL REPAIR all 37.2 million human cells – just as starfish in NATURE repair themselves on a

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	cellular level, (can actually re-grow lost limbs)”; and has been “CLINICALLY PROVEN (in over 90 peer reviewed scientific research papers...)” to “Soften and reduce wrinkles; grow thick, shiny hair; increase memory function; eliminate IBS & constipation; end joint & muscle pain; end cold sores, acne; end psoriasis, warts, eczema; lift mood and end depression; regain healthy heart, lungs; regain healthy liver & kidneys; reinforce strong bones; fight heart disease; fight cancer; reduce the incidence of diabetes; slow the onset of Alzheimer’s disease, dementia...”
Complaint:	The complainant alleged that health claims made about the product in the advertisement were misleading and were not supported by reliable evidence.
Decision:	Council reviewed the studies and papers that were referred to Ad Standards by the advertiser, many of which were in the form of abstracts. Not one of these studies reported that the results were sufficiently conclusive or determinative to form a reliable, projectable basis on which to make the kind of absolute claims that are found in the advertising in question. And, none of these studies addressed the efficacy of the advertised product in relation to cancer, heart disease, liver and kidney function, “thick and shiny hair”, eczema, bone density, depression, etc., as claimed in the advertisement. Council, therefore, concluded: • that the advertisement contained, or directly or by implication made, inaccurate, deceptive or otherwise misleading claims, statements or representations; • that the advertisement omitted relevant information (such as, but not only the fact that the efficacy of the product in relation to the conditions identified in the advertisement are not, at this time, scientifically substantiated); • that the advertising claims were not supported by competent, reliable evidence; • that the advertising claims implied they had a scientific basis that they did not truly possess; and, • that the advertisement unfairly discredited, disparaged and attacked the pharmaceutical industry.
Infraction:	Clauses 1(a), (b), (e), 6 and 8.

Advertiser:	Edmonton Prolife
Industry:	Non-commercial - Other
Region:	Alberta
Media:	Newspapers
Complaint(s):	2
Description:	Two different advertisements, each in the form of a quiz and entitled “The Truth About Abortion”, were published in a local newspaper. The first asked: “Approximately how many abortions are committed each year in Alberta? Three numerical options were presented as possible answers. In the second advertisement, the question posed was: “Which procedure is performed purely at the patient’s request without a doctor’s referral or waiting period?” The

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	answers presented in this advertisement were: hip replacement, MRI, and abortion. Both advertisements showed an image of an infant's feet cradled in an adult's hands.
Complaint:	Regarding the first advertisement, the complainant alleged that the use of the word "committed" misleadingly suggested that abortion is a crime and also demeaned women who chose to have abortions. Regarding the second advertisement, the complainant alleged the advertisement was misleading because it suggested that abortion is not regulated in any way.
Decision:	Clause 1 (Accuracy and Clarity) Advertisement #1. Council agreed with the complainant finding that the use of the word "committed" rather than "performed" inaccurately implies it is illegal in Alberta to secure an abortion. Advertisement #2. Council found that it was misleading to characterize abortion as a procedure to be "performed at the patient's request without a referral." Clause 14 (Unacceptable Depictions and Portrayals) Advertisement #1. Council found that by using the word "committed", this advertisement suggests it is illegal to seek or get an abortion in Alberta, which is to "demean or denigrate" women who chose to have abortions and "bring such women into public contempt."
Appeal:	At an Appeal Hearing of Council requested by the advertiser, the Appeal Panel affirmed Council's original decision.
Infraction:	Clauses 1(a) and 14 (c).

Advertiser:	Canadian Centre for Bio-ethical Reform
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	72
Description:	In an advertisement on the outside of buses in the City of Peterborough, images were shown of fetuses at 7 weeks and sixteen weeks, with the word "Growing" under each image. The final image consisted of a red circle containing the word "Gone". Immediately next to the images, the words "Abortion Kills Children" were printed in very large type, under which the words "endthekilling.ca" identified the advertiser's website.

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Complaint:	The complainants alleged that the advertisement was both misleading and inappropriately graphic – particularly to children.
Decision:	Clause 1 (Accuracy and Clarity) Many of the complainants submitted it was misleading in the advertisement to use the words “Abortion Kills Children”. Under the Criminal Code of Canada, prior to live birth a foetus is not legally regarded as a child or person. On that basis, Council agreed with the complainants and found that the statement was misleading. Furthermore, the image of a foetus, together with the words “16 weeks growing...Gone” conveyed the impression, again misleading, that abortions are routinely performed after sixteen weeks. This is unsupported by the facts, which are that the vast majority of abortions in Canada are performed prior to, not after, twelve weeks. Council, therefore found that this aspect of the advertisement was also misleading. Clause 14 (Unacceptable Depictions and Portrayals) It concerned most of the complainants that, given its high prominence and visibility on the outside of transit buses, this advertisement would inevitably be seen by children, among others, for whom the graphic images and the suggestion that children are being killed would be seriously disturbing. Council agreed and concluded that the advertisement displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population. As provided in the Code, ASC asked the Canadian Centre for Bio-ethical Reform to comply with the Standards Council’s decision by withdrawing this advertising. To date, the advertiser has not responded to ASC about Council’s decision.
Infraction:	Clauses 1(a) and 14 (d).

Advertiser:	Canadian Tire Corporation, Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	Limited Industry: Retail Region: Quebec Media: Direct Marketing - Email Complaint(s): 1 Description: In Canadian Tire’s online flyer for the week of March 3 – 9, 2017, a wrench and 6 bonus impact sockets were advertised as a “Special Buy” for \$179.99, allegedly representing a \$120.00 savings off the regular price of \$299.99. However, when, during the same time period, the complainant received a different electronic advertisement from the advertiser, the same product was advertised as having a regular price of \$219.99.
Complaint:	The complainant alleged that the savings claim was misleading.

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Decision:	The same product was advertised within the same time period as having two different regular prices. Because the regular price of the advertised product could not be both \$219.99 and \$299.99 within the same time period, Council found that the advertisement contained a misleading savings claim.
Infraction:	Clause 3(a).

Advertiser:	Sears Canada Inc.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Alberta
Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	In an advertisement, the price of the Kenmore Pro Heavy Duty Professional Blender was featured at \$149.97. Located directly under the featured price were the words: "Compare at \$579.99". At the top of advertisement were the words: "It's Back. Our Kenmore Pro Heavy Duty Professional Blender is back in stock."
Complaint:	The complainant alleged that the blender was never sold by Sears Canada at the price of \$579.99.
Decision:	The advertiser did not respond to ASC's request for its comments on the merits of the complaint. When viewed as a whole, the advertisement conveyed to Council the impression that, when it was in stock at Sears Canada, the featured blender was usually sold at \$579.99, compared to a special low price of \$149.97. However, Council was unable to find any evidence that the product was ever sold by Sears Canada at the higher price. Council found that the advertisement contained an unrealistic and deceptive price comparison.
Infraction:	Clause 3(a).

Ad Standards

Advertiser:	Clearview Antenna
Industry:	Telecommunications - Other
Region:	Quebec
Media:	Digital - Display ads
Complaint(s):	1
Description:	Advertisements on the advertiser's website and on its Facebook page featured testimonials by Clearview Antenna customers from Montreal, Toronto, and Vancouver. The testimonials included the customers' names, photographs and positive quotes about their experience as Clearview clients.
Complaint:	The complainant alleged the testimonials were false because the company's American website featured exactly the same testimonials from the same individuals, but identified them as living in Indianapolis, Palo Alto, and Chicago.
Decision:	Council concluded that the testimonials were not genuine and were not based on real customer experience with the product.
Infraction:	Clause 7

Advertiser:	Central Life Sciences
Industry:	Health & beauty - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1

Ad Standards

Description:	In a television commercial for a flea and tick spray for animals, a very young girl was shown alone in a room interacting with a large dog. In one scene, the young girl reached up with her hand to touch the dog's mouth.
Complaint:	The complainant alleged the commercial depicted a potentially dangerous situation, thereby encouraging an unsafe act.
Decision:	Council agreed with the complainant. Council concluded that by showing a very young child, in very close proximity to a large dog, and reaching out to touch the dog's mouth, apparently in the absence of or supervision by any adult, the commercial depicted a disregard for safety and encouraged unsafe practices.
Infraction:	Clause 10.

Advertiser:	Shell Lubricants
Industry:	Cars and motorized vehicles – Safety
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A television commercial for Pennzoil motor oil featured a race car being driven at very high speed in a city center. In one scene, the car crossed another vehicle coming toward it at a high speed and in another, the car became airborne.
Complaint:	The ad condoned driving at high speed in urban centers.
Decision:	To Council, the visuals, including the car braking and drifting, the acceleration, and the engine roaring all conveyed the impression of driving at a very high speed and racing. Council, therefore, found that the commercial displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe and dangerous driving practices.
Infraction:	Clause 10.

Ad Standards

Advertiser:	Bruffo Haute Couture Pour Hommes
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Quebec
Media:	Digital - Marketer - Owned Websites
Complaint(s):	5
Description:	On the advertiser's Facebook page, a woman was pictured from behind wearing only panties that bore the word "Bruffo". On the advertiser's website, a man was pictured wearing a jacket and shirt, while a woman was shown only wearing a bra.
Complaint:	The complainants were women's organizations who alleged that the images of the women inappropriately exploited women's sexuality.
Decision:	Council agreed with the complainants finding that because there was no connection between a woman's sexuality and a men's clothing store. In Council's opinion, both images demeaned women and displayed obvious indifference, without merit, to conduct or attitude that offend standards of decency.
Infraction:	Clauses 14(c) and (d).

Advertiser:	Canadian Centre for Bio-ethical Reform
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	36

Ad Standards

Description:	An unsolicited advertisement delivered door-to-door in the Greater Toronto Area featured graphic images of aborted fetuses.
Complaint:	The complainants alleged that these images are excessively graphic, shocking, and upsetting – particularly to children.
Decision:	Council concluded that by its use of highly graphic and disturbing images, the advertiser displayed obvious indifference to conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population. To date, the advertiser has not responded to ASC's requests that this advertising which prominently features these disturbing images, be permanently withdrawn or appropriately amended.
Infraction:	Clause 14 (d).

Non-Identified Cases - January 1, 2017 - December 31, 2017

Canadian Code of Advertising Standards

Advertiser:	Acupuncture Clinic
Industry:	Health and beauty services
Region:	Alberta
Media:	Radio
Complaint(s):	1
Description:	The following claims regarding the efficacy of acupuncture were made in a radio commercial: "acupuncture is proven effective in the treatment of many conditions including: sciatica, headaches, and neck or lower back pain".
Complaint:	The complainant alleged that the claims were not supported by scientific evidence.
Decision:	After reviewing and assessing the evidence, which included recent decisions regarding the same claims following their review by the Advertising Standards Authority in the UK, Council found that the advertised claims in Canada were not scientifically supported by the evidence provided by the advertiser and, therefore, were misleading. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and (e).

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

Ad Standards

Complaint(s):	1
Description:	In a television commercial highlighting the safety features of the advertised vehicle, a man was shown watching a dashboard monitor while reversing his vehicle. The monitor alerted him to the presence of another vehicle about to cross his path.
Complaint:	The complainant alleged that by relying solely on the assistive safety feature while driving in reverse, the driver, and the advertisement, exhibited an unsafe driving technique.
Decision:	For Council to be able to conclude that the commercial contravened Clause 10 of the Code, Council would have to, but did not, agree with the complainant that the commercial depicted a “situation that might reasonably be interpreted as encouraging unsafe or dangerous practices or acts”. However, the commercial included an on-screen super intended to warn viewers that the safety feature in question was not a substitute for proper reversing techniques. But, because this important information was not clearly legible in the super, Council found that the commercial contravened Clause 1(d) of the Code. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(d).

Advertiser:	Automobile Manufacturer
Industry:	Cars and motorized vehicles – General
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A large block of price-related text was shown very briefly in the last frame of a television commercial advertising an automobile.
Complaint:	The complainant alleged that the text was illegible.
Decision:	Council was aware of the regulatory requirements regarding disclosure of the cost of credit in automobile advertising and the challenges this presents to automobile advertisers who strive for

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	<p>legibility. Council was also aware that some automobile manufacturers have been able to make such information legible in their commercials, while others have elected to exclude price and cost of borrowing advertising from their television commercials because of the inherent limitations and constraints of that medium. After viewing the commercial several times on an 80 inch screen, Council concluded that not one word of the text was large enough or on screen long enough to be legible. Council, therefore, found that the disclaimer text was not presented in a manner that was clearly legible. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.</p>
Infraction:	Clause 1(d).

Advertiser:	Energy Company
Industry:	Energy, water and combustibles - Utilities
Region:	Western Canada
Media:	Newspapers
Complaint(s):	2
Description:	In a newspaper advertisement about making sustainable energy choices, the advertiser used the words “renewable natural gas”.
Complaint:	The complainants alleged it was misleading to describe natural gas as “renewable.”
Decision:	In its response to Council, the advertiser explained that “renewable natural gas” and conventional natural gas are two different products. Renewable natural gas is derived from biogas, which is produced from decomposing organic waste from landfills, agricultural waste and wastewater from treatment facilities. When captured and cleaned, renewable natural gas is a carbon neutral substitute for conventional natural gas. However, in the absence of any explanation in the advertisement of what the advertiser meant when it referred to “renewable natural gas”, the impression the advertising conveyed to Council was the same as to the complainants: that conventional natural gas was renewable, when it is not. Council, therefore, found the advertisement was inaccurate. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaints and the advertiser agreed to amend the advertising in future.
Infraction:	Clause 1(a) and (d).

Ad Standards

Advertiser:	Health and Beauty Services Provider
Industry:	Health and beauty services
Region:	Ontario
Media:	Newspapers
Complaint(s):	1
Description:	A newspaper advertisement invited readers to contact the advertiser to see whether they qualified to become part of a consumer/user study group.
Complaint:	The complainant alleged the commercial intent of the advertisement was disguised as a research project.
Decision:	To Council, the overwhelming impression created by the advertising was that its principal purpose was to recruit candidates to participate in a science-based study. The advertiser later disclosed the underlying commercial purpose of the advertised study, which was to sell the advertiser's device to participants in the study who benefited from using the device during the test period. Council concluded that by failing to clearly disclose relevant information, the advertisement was misleading. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Appeal:	At an Appeal Hearing of Council, requested by the advertiser, the Appeal Panel affirmed Council's original decision.
Infraction:	Clauses 1(a) and (b).

Advertiser:	Online streaming platform
Industry:	Leisure services - Other

Ad Standards

Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	Two claims were made in an advertisement for audiobooks: "Unlimited audiobook access for a thirty-day free trial, then further unlimited access at the rate of \$13.50/month"; and "Get access to 100,000+ premium titles for \$13.50 per month on any device".
Complaint:	The complainant alleged the advertisement was misleading because, for the advertised service on her IOS phone, the complainant was quoted the price of \$26.99 (not \$13.50) per month.
Decision:	In its response to Council, the advertiser acknowledged that \$26.99 (not \$13.50) was the monthly rate when using an IOS device. This important condition and limitation was not stated in the advertisement. Council, therefore found that the advertisement was misleading and omitted relevant information. The advertiser is not identified in this case summary because the advertisement was appropriately amended before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a) and (b).

Advertiser:	Streaming Service
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	A subscription to a music streaming service was advertised for \$0.99 in an Instagram advertisement.

Ad Standards

Complaint:	The complainant alleged the advertisement was misleading because it did not disclose the fact that the offer was available only to new subscribers.
Decision:	Council found nothing was stated or implied in the advertising to suggest the subscription offer was limited to only new subscribers. Because the advertisement did not disclose this fundamental restriction, Council found the advertisement was misleading, omitted relevant information, and did not clearly disclose all pertinent details of the offer. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 1(a), (b), and (c).

Advertiser:	Cosmetic Company
Industry:	Health & beauty - Cosmetics
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In a social media post on Instagram, an influencer described her experience with a facial product.
Complaint:	The complainant alleged that post was actually a sponsored advertisement that should have been identified as such.
Decision:	Council, agreed with the complainant, finding that the Instagram post was disguised advertising and failed to disclose the relevant information that the posting contained sponsored content. The advertiser is not identified in this case summary because it took steps before Council met to adjudicate the complaint to have the post appropriately amended with the addition of “#ad”.
Infraction:	Clauses 2 (b) and 1(b).

Ad Standards

Advertiser:	Travel Organization
Industry:	Leisure services - Travel services
Region:	National
Media:	Digital - Display ads
Complaint(s):	1
Description:	In a Twitter posting, a UK blogger promoted Ottawa as an attractive travel destination.
Complaint:	The complainant alleged the post was not identified as sponsored content.
Decision:	The advertiser had contracted with the blogger to write, for a UK audience, social media posts about the blogger's trip to Canada. The post in question, although intended for UK residents, was accessible to Canadians as well, highlighting matters of interests to Canadians by including in the post "#Canada" and "#Ottawa". Because the post did not clarify that it was sponsored, Council found that the post was disguised advertising. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clauses 2 and 7.

Advertiser:	Automotive Service Provider
Industry:	Cars and motorized vehicles – General
Region:	Alberta
Media:	Radio
Complaint(s):	1

Ad Standards

Description:	In a commercial sponsored by a service provider for the automobile industry, an individual was described as a “cracker”.
Complaint:	The complainant alleged that as used in this commercial, the word “cracker” was racist and disparaging.
Decision:	Council understood that not in every case been historically has the word “cracker” been used with racist connotations or overtones, to disparage a person or group of persons. Council also recognized that in current times the word “cracker” is typically used pejoratively, not unlike the term “white trash”. Council noted in this commercial that the word “cracker” seemed to be applied in a negative sense: as a personal put down. Council found, therefore, that the commercial demeaned and disparaged an identifiable person. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 14 (c).

Advertiser:	Leisure services company
Industry:	Leisure services - Other
Region:	Quebec
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	The commercial showed a man shouting at and berating his team because of their poor performance.
Complaint:	The ad condoned bullying in sports.
Decision:	Council members concluded that the advertisement conveyed the impression of condoning bullying behaviour. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 14 (b).

Ad Standards

Advertiser:	Digital Software Company
Industry:	Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	2
Description:	On billboards in Toronto that advertised a downloadable application to help users find marijuana dispensaries and marijuana-related service providers, the image of a marijuana plant and the words “High Toronto” were prominently featured.
Complaint:	The complainants alleged the billboards promoted illegal use of marijuana.
Decision:	Council noted that, at this time, storefront marijuana dispensaries are illegal in Canada and not authorized to sell marijuana for medical or any other purpose. In Council’s opinion, when on the billboards, the unmistakable image of the marijuana plant appeared together with the word “High”, the advertisements encouraged and exhibited obvious indifference to unlawful behaviour. Council also found that this advertising contravened the Code by appealing particularly to persons under legal age. The advertiser is not identified by name in this case summary because the billboards were permanently removed before Council met to adjudicate the complaints.
Infraction:	Clauses 14(b) and 13.