

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2018. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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](#)

Identified Cases - January 1, 2018 - December 31, 2018

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Breton Toyota
Industry:	Cars and motorized vehicles – General
Region:	Nova Scotia
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	The advertiser promoted an Upgrade Event Sale in a letter addressed to the complainant. The letter included a numeric “Exclusive Personal Event Key” and indicated the “2014 Prius e” was qualified for the event. Also included were these statements: “This Upgrade Sale is only available to select clients...”; “we have focused on the model year 2014, and more specifically on the 2014 Prius e-models”; and “we have identified yours as fitting our ideal criteria”.
Complaint:	The complainant alleged that the statements were inaccurate because the Upgrade Sales Event invitation was not exclusive to 2014 Prius leaseholders as claimed in the advertisement. Allegedly, the advertisement had been sent to all Canadian Toyota automobile leaseholders whose leases expired within 12 months.
Decision:	After carefully reviewing the advertisement, Council agreed with the complainant having found that the advertising conveyed the misleading impression that the sale was exclusive, when it was not.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Domino's Pizza of Canada Ltd.

Ad Standards

Industry:	Leisure services - Restaurants and bars
Region:	Manitoba
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	The advertiser offered a large 2-topping pizza and 2 litre beverage for \$10.99. To redeem the offer, a coupon code had to be entered when ordering online. The coupon did not indicate the effective start date of the offer.
Complaint:	The complainant alleged that the advertisement was misleading because he was unable to successfully order the advertised pizza and beverage even after properly entering the coupon code.
Decision:	The advertiser acknowledged the complainant must have received and acted on the advertised offer one day earlier than the intended (but undisclosed) start date. Based on the facts, Council found that the advertisement omitted relevant information about the start date for the promotion.
Infraction:	Clause 1(c).

Clause 1: Accuracy and Clarity	
Advertiser:	Elephas Group
Industry:	Financial services
Region:	Ontario
Media:	Direct Marketing - Post
Complaint(s):	4

Ad Standards

Description:	A direct mail advertisement came to the complainants in a brown envelope with the words: "Shortfall to Canada Pension Plan. Important Information Enclosed." The advertisement itself consisted of a form that had to be completed and returned to the sender in order to take advantage of what was termed the Final Needs Planning Program.
Complaint:	The complainants alleged that the advertisement was misleading because it appeared to be a program sponsored by a government agency.
Decision:	Viewed in its entirety, the advertisement appeared to Council as a communication from some government entity warning that due to a shortfall to Canada's Pension Plan, recipients must act fast to complete and return the form found in the advertisement. Contributing to this misleading impression were the words: "Shortfall to Canada Pension. Important Information Enclosed"; "It is imperative that you find out now and take advantage of the Final Needs Planning program available to you"; and "Do you have to complete this form? Some of the most common features why you must complete this form..." Council also noted that nowhere in the advertisement was the advertiser identified by name and address other than the Elephas Group's graphic logo on the front of the mailer. Furthermore, the advertisement did not make it clear, using consumer friendly language, that the advertisement was actually a solicitation to purchase private insurance. For these reasons, Council found that the advertisement was misleading, omitted relevant details of the offer and did not clearly and understandably state all pertinent details of the offer.
Appeal:	At an Appeal Hearing requested by the advertiser, the Appeal Panel affirmed Council's original decision.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity

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

Ad Standards

Description:	On its website, the advertiser promoted a set of bobble-heads of members of the rock group "Rush", stating that at the Fan Expo in Canada the set of bobble-heads "will be available as a 2018 Expo Limited Edition Collectible."
Complaint:	The complainant alleged the advertisement was misleading because, when the complainant attempted to purchase the set at the Fan Expo in Canada, the set was not available as advertised.
Decision:	In its response, the advertiser said that the words "Limited Edition Collectible" meant that the set would only be available in limited quantities at the Fan Expo. In addition, the advertiser submitted that the rules and instructions separately found on Funko's Fan Expo Canada webpage stated that "receiving a ticket does not guarantee you any specific item at the Funko booth. Items may sell out by the time you reach the front of the line." Although Council searched, it could not find the disclaimer language on the website. In Council's opinion, it was important that such information not only should have been disclosed; it should have been disclosed on the same page in which the sale of the collectible was advertised. Because it was not, Council found that the advertisement omitted relevant information.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity

Advertiser:	GlaxoSmithKline Consumer Healthcare Inc.
Industry:	Health and beauty services
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	In a television commercial for Sensodyne Pronamel toothpaste, a dental hygienist stated that "enamel is naturally white in all its glory."
Complaint:	The complainant took issue with the statement in the commercial that enamel was "naturally white."

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Decision:	In its response to Council, the advertiser acknowledged that enamel is, in fact, intrinsically colourless; and that it is the refraction and reflection of light on the enamel that makes it appear white. The advertiser also explained that with the “naturally white” statement the advertiser was trying to communicate, in a consumer friendly manner, that enamel appears white. However, in the commercial at issue, a dental professional claimed that enamel is naturally white, when, in fact, it is not. Based on the above, Council found that the advertisement was inaccurate. Council advised it would not have found the advertisement contravened the Code if the word “appears” had been used by the dental professional instead of “is”.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	GoodLife Fitness Clubs
Industry:	Leisure Services-Entertainment, sports and leisure
Region:	Saskatchewan
Media:	Point-of-Sale
Complaint(s):	1
Description:	Signage on the entrance door of the Regina Golden Mile GoodLife Fitness Club read "Open 24 hours". The name on the door and on the building read "GoodLife Fitness 24 hour".
Complaint:	The complainant alleged that the fitness club was misleadingly advertised as a 24 hour gym when, in fact, it was open for 24 hours a day, only four days a week.
Decision:	The advertiser confirmed the gym was closed on certain nights during the week, but that the club's hours were listed on the entrance door, as well as on its website. However, Council agreed with the complainant that by stating "Open 24 hours" in very large letters directly next to the name of the fitness club it would generally be understood to mean that the club was open 24 hours at all times without restrictions. Because there were restrictions, Council concluded that the sign contained an inaccurate and misleading claim.
Infraction:	Clause 1(a).

Ad Standards

Advertiser's Verbatim Statement	<p>“GoodLife Fitness Centres Inc. respects the process followed by Ad Standards Canada, however we disagree with this decision. The building signage is consistent with the fact that our Regina Golden Mile Club operates 24 hours several days of the week, and the specific hours of operation for this club are clearly stated on the entry door to the club, signage inside the Club, on our website and via multiple digital channels. Our goal is to provide a supportive and welcoming environment for our Members, and we appreciate receiving feedback of this nature which we take very seriously when planning for the future.”</p>
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Clause 1: Accuracy and Clarity	
Advertiser:	Home Hardware Stores Limited
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	2
Description:	<p>The commercial depicted what was alleged to be a real-life scenario in which, after evaluating a young couple's house, a real estate agent then suggested a selling price at which the agent thought the house could be listed for sale. After the house was painted with Beauti-Tone paint, inside and out, from top to bottom, a different, unrelated real estate agent who was asked for an independent evaluation, suggested a listing price that was \$110,000 higher than the first agent's evaluation.</p>
Complaint:	<p>The complainants believed it was misleading to suggest that the listing price of the house could increase by over \$100,000 as a result of painting alone.</p>
Decision:	<p>The complainants alleged it would not be surprising that two different real estate agents would reach different conclusions about an appropriate listing price for the house, whether or not the house had been painted. The complainants also alleged that in order to reach a reliable assessment of the 'before- and after-painting' value of the house, either more than two agents, or even the same agent, should have been asked to assess the value of the house in order to reach a valid conclusion. Council agreed with the complainants and found that the advertisement conveyed the impression that by painting one's house and doing nothing else, a listing price for one's house could increase by over \$100,000. Council found that the advertiser did not provide reliable evidence to support this generalized impression. Based on the above, Council found that the advertisement was misleading.</p>

Ad Standards

Infraction:	Clauses 1(a) and (e).
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Clause 1: Accuracy and Clarity	
Advertiser:	HomeAway VRBO Rentals
Industry:	Real estate services
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A vacation property in Ontario was listed for rental on the advertiser's website. After inputting the booking dates the complainant wanted, she was given an online price quote of \$1427.78 (including taxes and fees). When she clicked a "Request to Book Now" button, she was taken to another page in which the quote had increased significantly from the one displayed on the previous page. It was listed in US currency at \$1824.82, but payment had to be made in the property's currency, i.e. Canadian dollars. This resulted in a total price of CDN \$2,298.00.
Complaint:	The complainant alleged that the advertisement was misleading.
Decision:	Council understood that although the rental cost of the Ontario property was expressed in US currency on the advertiser's website, that fact was not disclosed on the website until the Canadian complainant attempted to book the Ontario property. In Council's view, the complainant reasonably assumed that, in the absence of any up-front disclosure to the contrary, the price initially quoted on a website that was accessed in Canada to rent a vacation property located in Ontario would be expressed in Canadian currency. Council thought it was entirely reasonable for the complainant to expect that if the rental price was being expressed in a currency other than Canadian dollars, that fact should have been, but was not, clearly disclosed before the complainant clicked on the "Request to Book" button. Council found, therefore, that the advertisement was misleading and omitted relevant information. In Council's opinion, a simple statement on the website home page prominently declaring that "all prices are in USD unless otherwise indicated" would eliminate possible confusion and contravention of the <i>Code</i> .
Infraction:	Clauses 1(a) and (b).

Advertiser's Verbatim Statement:	<p>"HomeAway.com, Inc. is a U.S.-based company providing a global online marketplace through which vacation-rental-owners in more than 190 countries can advertise their properties for rent to travelers. HomeAway network websites display pricing in local currency. Once a traveler initiates a request to book a property, pricing is also displayed in the currency selected by the property-owner/manager. In this case, the consumer chose to search a U.S.-based website, www.vrbo.com, rather than using its Canadian counterpart, www.homeaway.ca. The U.S. website displayed search results in U.S. dollars. When the consumer made a request to book a property located in Canada—for which the owner elected to be paid in Canadian dollars—the website also clearly displayed pricing in Canadian dollars. Moreover, the summary of charges included: "You will be paying in the property's currency CAD (C\$)." Information displayed to the consumer was and continues to be set forth clearly, accurately, and without ambiguity."</p>
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Clause 1: Accuracy and Clarity	
Advertiser:	International Auction
Industry:	Other
Region:	Nova Scotia
Media:	Flyer
Complaint(s):	1
Description:	A promotional flyer inviting consumers to sell their old jewellery, gold or silver objects contained claims to the effect that the price of gold and silver was at a record high in more than 30 years.
Complaint:	The complainant alleged it was misleading to state that the value of gold and silver was at a record high in order to entice consumers to sell their items. Ad Standards asked the advertiser to respond to the allegations that were the subject of the complaint, but the advertiser did not respond.
Decision:	Council concluded that the claims were not supported by conclusive and reliable evidence and were, therefore, misleading.
Infraction:	Clauses 1(a) and (e).

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Clause 1: Accuracy and Clarity	
Advertiser:	Koko Fit Club
Industry:	Leisure Services - Entertainment, sports and leisure
Region:	Alberta
Media:	Digital - Other DMC
Complaint(s):	1
Description:	A fitness club advertised that it was giving away 40 vouchers for a "6 Week Transformation Challenge for free."
Complaint:	The complainant alleged that the advertisement was misleading.
Decision:	Throughout the Facebook advertisement the word "free" was used in connection with the advertised "6 Week Challenge", e.g. "I'm looking for 40 ladies who are looking to transform their bodies and lives for 6 weeks for free." The complainant alleged the offer did not disclose several important terms and conditions. Among them was the requirement that when signing up for the challenge, each participant must pay a \$699 deposit, which was refundable only if the participant achieved a weight loss of 25 pounds or 6% body fat at the conclusion of the six-week challenge. Council agreed that this was essential information for prospective participants to know and understand upfront before registering for the challenge. However, because this was not disclosed in the Facebook advertisement, Council concluded that the advertisement was misleading, omitted relevant information, and failed to state all details of the offer.
Infraction:	Clauses 1(a),(b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Prairie Toyota Dealer Association
Industry:	Cars and motorized vehicles – General

Ad Standards

Region:	Alberta
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	Mike Holmes, a well-known Canadian contractor was featured in a commercial promoting a Toyota Tundra truck. In the commercial a large and prominent super read: "Mike Holmes. Canada's Most Trusted Contractor."
Complaint:	The complainant alleged the claim in the above-referenced advertisement stating "Mike Holmes, Canada's Most Trusted Contractor" was not supported by reliable evidence.
Decision:	In its response to Council, the advertiser submitted references to a Reader's Digest Trust Poll in 2010, 2011 and 2012. In these polls, Mike Holmes was found to be the second most trusted Canadian. In a 2012 Forbes article Mike Holmes was listed as the third most trustworthy celebrity in the world. Council did not doubt that Mike Holmes is trusted by Canadians. Council, however, found that the survey results were dated and did not support the claim explicitly made in this advertising that Mike Holmes is Canada's most trusted contractor. Based on the above, Council found that the claim was not supported by the evidence provided by the advertiser.
Infraction:	Clause 1(e).

Clause 1: Accuracy and Clarity

Advertiser:	WeNeedaLaw.ca
Industry:	Non-commercial - Other
Region:	Nova Scotia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	192

Ad Standards

Description:	In a billboard advertisement, the advertiser claimed that “Canada Has No Abortion Laws.”
Complaint:	The complainants alleged the claim was false and misleading.
Decision:	In the unanimous opinion of the members of Council, the claim in question disregarded the reality that by overturning the Criminal Code provisions outlawing abortions in Canada, the Supreme Court of Canada in 1988 imposed new law by which abortion became legal in Canada. For the advertiser to state, or at the least clearly imply, that no laws applicable to abortion exist today in Canada is a misstatement of the law in Canada. The law of the land was enunciated in the R. v. Morgentaler case by the Supreme Court of Canada, the highest legal authority in Canada. Coupled with regulations imposed by Canadian authorities on the conduct of abortions in Canada, the Supreme Court’s decision in R. v. Morgentaler makes it clear that, contrary to the advertising claim, binding Canadian law that permits abortion in Canada does, in fact, currently exist. Based on the above, Council found that the statement “Canada Has No Abortion Law” was inaccurate and misleading.
Appeal:	At an Appeal Hearing requested by the advertiser, the Appeal Panel affirmed Council’s original decision.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity

Advertiser:	Wild Wing Hospitality Inc.
Industry:	Leisure Services-Restaurants and bars
Region:	British Columbia
Media:	Point-of-Sale
Complaint(s):	1
Description:	Half-priced wings were prominently advertised in a point-of-sale advertisement.
Complaint:	The complainant alleged the advertisement was misleading because, to his knowledge, the half price offer of wings did not come with fries as shown in the advertisement.

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Decision:	The wings were clearly shown in the advertisement in a basket together with dipping sauce and fries. To Council, this conveyed the impression that fries were included in the half-price offer. Because they were not, Council found that the advertisement omitted relevant information.
Infraction:	Clause 1(b).

Clause 1: Accuracy and Clarity; Clause 3: Price Claims	
Advertiser:	Banana Republic
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Ontario
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	Various promotions were advertised on the advertiser's website: 40% off the regular prices of clothing, an extra 40% off sale items, and an extra 10% off everything after applying the 40% discount. As well, under each item of clothing the complainant was interested in purchasing, it was stated that 50% would be taken off the original price at checkout.
Complaint:	The complainant alleged the advertisement was misleading because the advertiser would not apply the 50% discount to the complainant's order.
Decision:	In its response to Council, the advertiser explained that due to a computer glitch, the original promotion was mischaracterized as an extra 50% off at checkout, but that the net effect to the complainant was almost the same. If the 50% reduction at checkout had been applied, it would have resulted in higher savings for the complainant than applying 40% and then an extra 10%. In this case, a total savings difference of \$7.04. Because the advertiser did not apply the 50% discount to the complainant's order, Council found that the advertisements contained inaccurate price claims and discounts.
Infraction:	Clauses 1(a) and 3(a).

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Clause 1: Accuracy and Clarity; Clause 3: Price Claims	
Advertiser:	Best Buy Canada Ltd.
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	Manitoba
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A 55 inch 4K television model was advertised at \$2, 299.99 with a savings of \$200 during a sale that ended on December 24, 2017. The same television was then advertised for sale between December 24th and December 28th at \$1, 999.99 with a savings of \$770.
Complaint:	The complainant alleged the savings claim of \$770 was false.
Decision:	To Council, the impression conveyed by these advertisements was that the regular price for the specific television was \$2, 499.99 until December 24th, then the regular price increased to \$2,769.99 from December 24th until December 28th. This represented an increase in the regular price of \$270 for the same product on the same day (December 24). Council understood that, based on sales and other factors, discounts can vary from week to week or from day to day. But consumers would not expect a regular price to drop or increase (as in this case) on the same day, resulting in a higher savings claim. This makes it impossible for consumers to know the real regular price of a product and the actual savings. Council, therefore, found that these advertisements contained inaccurate savings claims.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity; Clause 3: Price Claims	
Advertiser:	Northern Financial Group
Industry:	Financial services

Ad Standards

Region:	Ontario
Media:	Radio
Complaint(s):	1
Description:	In a radio advertisement, the advertiser promoted a \$30/month employee Health Benefits Plan.
Complaint:	The complainant alleged the advertisement was misleading because a stand-alone plan could not be purchased for \$30/month. The advertised plan could only be purchased together with a \$25/month plan.
Decision:	Council found that a \$30/month Health Benefit Plan as advertised in the radio commercial did not exist. The advertiser offered an Extended Health Care Options Plan for \$25/month; but neither a \$30/month Health Benefit Plan nor the \$25/month plan was available for purchase on a stand-alone basis. Council, therefore, concluded that the advertisement contained misleading price claims.
Appeal:	At an Appeal Hearing of Council requested by the advertiser, the Appeal Panel affirmed Council's original decision.
Infraction:	Clauses 1(a) and 3(a).

Clause 1: Accuracy and Clarity; Clause 4: Bait and Switch

Advertiser:	Silver Star Mercedes-Benz Montréal
Industry:	Automotive
Region:	Québec
Media:	Advertiser's Own Website
Complaint(s):	1

Ad Standards

Description:	A specific car model was advertised on the advertiser's website for \$35,960. Consumers were invited to consult the dealer's online inventory for more information about the vehicle they were interested in.
Complaint:	The complainant attempted to obtain more information about the vehicle, but could not find it in the online inventory. The advertiser told the complainant that its inventory had not been updated, but that another car of the same model was available, but at a price higher.
Decision:	Council concluded that the advertisement contained inaccurate representations and led consumers to believe that they had the opportunity to purchase the advertised product at the terms presented when in fact, that was not the case.
Infraction:	Clauses 1(a) and 4.

Clause 1: Accuracy and Clarity; Clause 5: Guarantees

Advertiser:	Smart Gold Hamilton
Industry:	Retail (Supermarkets, Dept stores, etc.)
Region:	Ontario
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	On its website the advertiser offered a "Best Price Guarantee". He also promised that if another gold dealer offered a customer more than Smart Gold Hamilton, the advertiser would better the other offer by 50% of the price difference.
Complaint:	The complainant alleged the advertisement was misleading because the advertiser declined to honour its "Best Price Guarantee" when shown a better offer from another dealer for the complainant's gold.
Decision:	In his response to Council, the advertiser stated he amended his advertising by deleting the "Beat it by 50% of the Price Difference" claim on the website. However, he left the "Best Price Guarantee" claim intact. In Council's judgment, the "Best Price Guarantee" claim was unexplained and unqualified both in the original and in the amended version of the advertisement. Council concluded, therefore, that the advertisement was misleading and

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	remained misleading by omitting relevant information and by failing to state all details of the offer, and any conditions and limitations attached to the guarantee.
Infraction:	Clauses 1(a), (c), and 5.

Clause 1: Accuracy and Clarity; Clause 8: Professional or Scientific Claims	
Advertiser:	Healing Oasis Spa
Industry:	Health and beauty services
Region:	British Columbia
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	A parasite removal treatment involving “zapping” with copper rods was promoted on the advertiser’s website, which listed possible symptoms of parasite infection in humans, including anaemia, anxiety, chronic candida, prostrate problems, urinary tract infections, and sexual dysfunction.
Complaint:	The complainant alleged the claim in the advertisement that the parasite removal treatment could provide relief from serious illnesses was unsupported by scientific evidence and was misleading.
Decision:	The general impression conveyed by the advertisement to Council was that by means of a zapping treatment, customers would find relief from the symptoms of parasite infection listed on the website. Although Ad Standards asked the advertiser to respond to the allegations in the complaint none was provided. Neither did the advertiser provide any evidence to support the claims in the advertisement. Council, therefore, found that the claims for the parasite removal treatment were not supported by competent and reliable evidence and were misleading.
Infraction:	Clauses 1(a), (e) and 8.

Ad Standards

Clause 1: Accuracy and Clarity; Clause 8: Professional or Scientific Claims	
Advertiser:	SALT WAVE
Industry:	Health and beauty services
Region:	Ontario
Media:	Brochures/leaflets/flyers
Complaint(s):	1
Description:	In a brochure promoting its halotherapy treatment services, the advertiser claimed that halotherapy could provide relief from a number of chronic diseases, including asthma, bronchitis, cystic fibrosis, COPD, ADHD, and psoriasis.
Complaint:	The complainant alleged that the claims were false and unsupported by scientific evidence.
Decision:	After reviewing the data provided by the advertiser, Council found that none of the studies was sufficiently robust to support the extensive list of clinical claims made in the advertising for halotherapy. When viewed in its entirety, the advertisement conveyed the impression to Council that after one 45- minute session, SALT WAVE customers would find relief from symptoms of any and all of the listed disease states. No reliable evidence was provided to support that impression. Council found, therefore, that the advertised claims for halotherapy were not supported by competent and reliable evidence and implied there was a scientific basis for the claims that the advertiser did not possess. Council also found that a disclaimer in the brochure stating that salt therapy is not an alternative therapy or treatment for any medical condition contradicted the main message of the advertisement.
Infraction:	Clauses 1(d), (e), and 8.

Clause 1: Accuracy and Clarity; Clause 8: Professional or Scientific Claims	
Advertiser:	Sarah Summer

Ad Standards

Industry:	Health and beauty services
Region:	National
Media:	Digital - Marketer - Owned Websites
Complaint(s):	1
Description:	The advertiser promoted her online book entitled "Natural Cure for Yeast Infection" as providing a program for a safe, natural and permanent cure for yeast infections.
Complaint:	The complainant alleged the claims made in the advertisement were misleading.
Decision:	The advertisement contained categorical and unqualified claims that the program outlined in the book will permanently cure yeast infections and that it was "backed by scientific research." Although Ad Standards asked the advertiser to respond to the allegations in the complaint none was provided by the advertiser, nor did the advertiser provide any evidence to support the advertised claims. Council found, therefore, that the claims were not supported by competent and reliable evidence and were misleading; and that the advertisement implied there was a scientific basis for the claims, which the advertiser did not possess.
Infraction:	Clauses 1(a), (e) and 8.

Clause 1: Accuracy and Clarity; Clause 8: Professional or Scientific Claims

Advertiser:	The Save Movement
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1

Ad Standards

Description:	Three transit advertisements entitled “Just Like Us” included photographs of chickens, cows and pigs being contained in deplorable conditions. The advertisements also described how animals such as these are mistreated by the meat and dairy industries.
Complaint:	The complainant alleged that many of the statements in the advertisements were misleading, particularly regarding how the animals are mistreated by industry.
Decision:	Council understood it was not uncommon that cows, pigs and chickens intended for human consumption are raised and held under distressing conditions. However, the language and graphic images employed in these advertisements conveyed to Council the general impression that animal cruelty and abuse not only exists, but is universally and without exception the practice within the Canadian meat and dairy industries. However, the advertiser provided no evidence to substantiate this overall impression. Council concluded, therefore, that the particularly broad, unqualified and unsupported claims made in the advertising were misleading.
Infraction:	Clauses 1(a), (e) and 8.

Clause 1: Accuracy and Clarity; Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Lethbridge & District Pro-Life
Industry:	Non-commercial - Other
Region:	Alberta
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	76
Description:	A transit advertisement consisted of an image of a well-developed and mature-looking foetus, together with the words “Preborn Babies Feel Pain. Say No to Abortion”.
Complaint:	The complainants alleged that the advertisement was misleading and also demeaning to women.
Decision:	To Council, the image clearly appeared to be representative of a foetus not in its early stages of development, but at a later stage of gestation when abortions are, typically, not performed. The impression conveyed to Council by the combination of the words and the image in this

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	advertisement was that the image was representative of fetuses when they are aborted (an inaccurate and misleading representation), and that all fetuses at all stages of gestation will feel pain if the pregnancy is aborted. The preponderance of scientific evidence is to the contrary. It shows that fetuses don't appear to feel pain until approximately 24 weeks. A number of the complainants also alleged that the advertisement demeaned women by implying that women who decide to terminate their pregnancy intentionally inflict pain on their unborn fetus. Council agreed with these complainants as well, concluding that the advertisement demeaned and disparaged women who have had or are considering having an abortion.
Infraction:	Clauses 1(a) and 14(c).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Harpseals.org
Industry:	Non-commercial - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	3
Description:	The television commercial depicted harp seals being hunted by sealers in an advocacy advertisement.
Complaint:	The complainants alleged that the advertisement demeaned people who engage in seal hunting.
Decision:	To Council, the scene that depicted sealers repeatedly stabbing a harp seal and the subsequent scene where a sealer paid for his drinks with a bloody five-dollar bill, conveyed the impression to Council that sealers are bloodthirsty people who have no regard for rules and requirements governing seal harvesting that are mandated by the federal government. Council, therefore, found that the depiction of the sealers in this commercial demeaned persons engaged in seal hunting.
Infraction:	Clause 14(c).

Ad Standards

Advertiser's Verbatim Statement:	<p>The commercial shows an actual photo of a sealer striking a seal, followed by a dramatization of sealers skinning seals on the boat. After clubbing or shooting seals, sealers usually skin them on or near the boat. This was explained in our original response to complaints, but the council ignored this, saying that we show sealers “repeatedly stabbing what presumably is a harpseal.” Skinning is actually much bloodier than depicted. The sealers get paid next and then are in a bar where a bloody bill is used, showing that this is blood money. The bartender is shocked to see this. The commercial doesn’t indicate that sealers are bloodthirsty; on the contrary, it shows them as emotionless in their bloody work and motivated by money. It does not indicate that they have no regard for rules - all that is shown is legal - even though NGO’s have documented serious violations.</p>
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Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Kelowna Animal Action
Industry:	Non-commercial - Other
Region:	British Columbia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	A billboard advertisement featured a calf along with the words: “Dairy Steals My Mom, My Milk & My Life”, followed by “#DitchDairy”.
Complaint:	The complainant alleged that the advertisement denigrated dairy farmers.
Decision:	In its response the advertiser stated that the advertisement simply communicated the little known fact that in the dairy industry calves are removed from their mothers at birth. To Council, however, the word “steals” used in this way and in this context was a pejorative term and an inaccurate claim that suggested the dairy industry acts and operates in an unlawful manner. Council, therefore, concluded that the advertising demeaned, denigrated and disparaged the industry and the farmers who are part of that industry, with the apparent attempt to bring them into public contempt.
Appeal:	At an Appeal Hearing requested by the advertiser, the Appeal Panel affirmed Council’s original decision.

Infraction:	Clause 14(c).
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Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Vancouver Home Solutions Ltd.
Industry:	House maintenance services
Region:	British Columbia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	1
Description:	The advertising on an outside wall of the advertiser's office was comprised of four separate parts, each one featuring a different aspect of the advertiser's services in constructing bathrooms, kitchens and glass railings. In three of the four parts of the advertisement there were no people shown or visible. However, the part that illustrated the "kitchen" prominently featured a woman against a brick wall in a kitchen.
Complaint:	The complainant alleged the part of the advertising that showed a woman in a kitchen was sexist and demeaning to women.
Decision:	Council agreed with the complainant that by featuring a woman alone in the kitchen, the advertising conveyed the impression that 'a woman's place is in the kitchen'. Council, therefore, found that the advertisement was demeaning to women.
Infraction:	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Vic VR

Ad Standards

Industry:	Leisure Services-Entertainment, sports and leisure
Region:	British Columbia
Media:	Digital - Display ads
Complaint(s):	1
Description:	A photograph of a birthday cake was used in a Facebook post to promote the advertiser's virtual reality video arcade. On the icing of the birthday cake was an image of a video game character and the words "Do You Know The Way?"
Complaint:	The complainant alleged that the image of the cake in the advertisement was, in reality, a reference to "Ugandan Knuckles", which is a racist meme used by some within the video game community.
Decision:	Council agreed with the complainant that the meme clearly shown on the birthday cake featured on the advertiser's Facebook page crossed the line of acceptability under the Code by demeaning and denigrating Africans.
Infraction:	Clause 14(c).

Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Wicked Campers
Industry:	Leisure services - Other
Region:	British Columbia
Media:	Out-of-Home - Billboard, Poster, Transit
Complaint(s):	2

Ad Standards

Description:	In British Columbia, the advertiser's rental vans prominently referred to women performing oral sex and exhibited other similarly explicit sexual statements.
Complaint:	The complainant alleged that the advertisements were highly offensive and derogatory to women.
Decision:	Council agreed with the complainants that these statements exhibited on the outside of the advertiser's vehicles were highly demeaning to women. Council also agreed that they undermined human dignity, and displayed the advertiser's obvious indifference to, or encouraged gratuitously and without merit, conduct or attitudes that offended the standards of public decency prevailing among a significant segment of the population.
Infraction:	Clause 14(c) and (d).

Non-Identified Cases - January 1, 2018 - December 31, 2018

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Consumer Product Manufacturer
Industry:	Household goods - Other
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	3
Description:	In a television commercial the advertiser specifically claimed that the advertised product could improve the environment in specified ways.
Complaint:	The complainants alleged the claim was misleading and was not supported.
Decision:	After reviewing the support information provided by the advertiser, Council found that the claim was not substantiated in the commercial.
Infraction:	Clause 1(a) and (e).

Clause 1: Accuracy and Clarity	
Advertiser:	Online Daily Deal Company
Industry:	Retail (Supermarkets, Dept stores etc.)
Region:	National

Ad Standards

Media:	Direct Marketing - eMail, SMS, MMS
Complaint(s):	1
Description:	A gift card worth five dollars when redeemed at a well-known coffee shop was advertised for three dollars.
Complaint:	The complainant alleged the advertisement was misleading because the advertiser did not fulfill the gift card purchase order, as advertised.
Decision:	Based on the uncontested facts with which the advertiser did not disagree, Council found that the advertisement was misleading. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity

Advertiser:	Service Provider
Industry:	Non-commercial - Other
Region:	Ontario
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A service to homeowners was advertised as being available to the general public without charge.
Complaint:	The complainant alleged that the advertisement was misleading because the service provided by the advertiser may be free to professionals in industry but not to homeowners without charge.

Ad Standards

Decision:	Contrary to the general impression conveyed to Council by this commercial, Council found that the so-called “free” service was not free to the public at large. Because the commercial did not make clear the circumstances under which the service was free, Council found that the commercial was misleading and omitted relevant information.
Infraction:	Clauses 1(a) and (b).

Clause 1: Accuracy and Clarity; Clause 4: Bait and Switch	
Advertiser:	Retailer
Industry:	Retail
Region:	Ontario
Media:	Advertiser’s Own Website
Complaint(s):	1
Description:	A certain model of lawn tractor was advertised on sale on the advertiser’s website.
Complaint:	The complainant alleged the advertisement was inaccurate because the tractor was not available as advertised and the advertiser could not confirm whether it was in stock.
Decision:	Council concluded that the advertisement contained an inaccurate claim and misrepresented the consumer’s opportunity to purchase the goods and services at the terms presented. The advertiser is not identified in this case summary because the advertisement was permanently withdrawn in advance of Council’s adjudication.
Infraction:	Clauses 1(a), (b) and 4.

Ad Standards

Clause 2: Disguised Advertising Techniques	
Advertiser:	Automobile Dealer
Industry:	Cars and motorized vehicles - General
Region:	Alberta
Media:	Direct Marketing - Post
Complaint(s):	1
Description:	A direct mail advertisement came to the complainant inside an envelope on which the words "Urgent" and "Community Support Program" were prominently printed. The advertisement itself was in the form of a letter that read: "You have been selected for the [Dealer] Community Support Program". The advertisement also stated that: "Through this program, [Dealer] is offering \$16,000,000.00 to the community to help families like yours reduce the cost of getting a newer and more reliable vehicle." Attached to the letter was a cheque in the amount of \$1,073.83 signed by the dealer and payable to "Future Satisfied Customer." When presented to the dealership, this cheque purportedly could be used towards the purchase of a new or used vehicle.
Complaint:	The complainant alleged that the advertisement was disguised to appear as a fundraising campaign by a charitable organization.
Decision:	The overall impression conveyed to Council was that the letter was an appeal for funds by a charitable organization. In fact, it was a commercial sales promotion. Council, therefore, found that the advertisement was misleading and was presented in a format or style that concealed its commercial intent. The advertiser is not identified in this case summary because the advertisement was withdrawn before Council met to adjudicate the complaint.
Infraction:	Clause 2.

Clause 10: Safety	
Advertiser:	Automobile Manufacturer

Ad Standards

Industry:	Cars and motorized vehicles – Safety
Region:	National
Media:	Audio Visual - Traditional television
Complaint(s):	1
Description:	A vehicle was shown successfully driving up what appeared to be a slippery and icy hill.
Complaint:	The complainant alleged that the driving depicted in the commercial showed a disregard for safety.
Decision:	The complaint was originally adjudicated by the Standards Council, which did not find that the commercial contravened the Code. Upon an appeal requested by the complainant, the decision was reversed. The Appeal Panel took into account the very slippery conditions on a hill and the fact that, rather than slowing down, the driver appeared to swerve, without breaking, to avoid a tow truck. It was Council's view that the driving scenes showed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe or dangerous practices or acts.
Infraction:	Clause 10.