

Overview

The following are case summaries of consumer complaints about advertising that were upheld by Standards Councils for 2020. 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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, 2020 - December 31, 2020

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	1000 Islands Wellness and Treatment Centre
Industry:	Health
Region:	National
Media:	Television
Complaint(s):	1
Description:	In promoting the advertiser's rehabilitation facilities and services, the advertisement claimed that "substance abuse is still the number one killer in Canada".
Complaint:	The complainant alleged that the leading cause of death in Canada is not substance abuse.
Advertiser Response:	In its response to Council, the advertiser submitted evidence relevant to the claim that substance abuse is a leading cause of death.
Decision:	Council appreciated the advertiser's response and evidence, and considered the complaint together with the advertiser's submissions. After reviewing the data that the advertiser provided, Council did not find there to be adequate support for the claim that substance abuse is the number one killer in Canada. Without adequate support for the claim, Council determined that the advertisement was misleading in contravention of Clause 1 (a) of the Code. Council further determined that support for the claim was missing in the advertisement itself, leading to an omission of relevant information in contravention of Clause 1 (b) of the Code.
Infraction:	Clauses 1 (a) and (b).

Clause 1: Accuracy and Clarity	
Advertiser:	Collabria Financial Services – Cash Back Credit Card (MasterCard)

Ad Standards

Industry:	Financial service
Region:	National
Media:	Website
Complaint(s):	1
Description:	The advertiser's website stated, "Collect valuable rewards you can redeem the way you want" and there were four different options underneath that statement for how to redeem the points consumers could collect with the credit card advertised. Each of the four options was advertised with an illustration and copy. One of the options was cash back, with the copy, "Easily redeem your credit card points to get cash back" and the illustration was a hand holding paper money.
Complaint:	The complainant alleged that the cash back option for redeeming points as promoted on the website was misleading, since the terms and conditions for the credit card stated in section 14 that "Points are not transferable and are not redeemable for cash."
Advertiser Response:	In its response to Council, the advertiser submitted that its advertising of "cash back" is aligned with other credit card issuers in the Canadian marketplace.
Decision:	<p>Council appreciated the advertiser's response, and considered the complaint together with the advertiser's submissions under Clause 1, Accuracy and Clarity, in the <i>Code</i>. In assessing the truthfulness and accuracy of an advertising claim or representation under this Clause, the focus is on the claim or representation as received or perceived, i.e. the general impression conveyed by the advertisement.</p> <p>A majority of Council members were of the view that the general impression conveyed by the term "cash back" is that consumers would get money back for redeeming points. An informal review of similar programs in the market suggested that some cash back programs offer credit, but others do provide for cash (or cheques) back to the consumer. In this advertisement, the literal meaning of cash was strengthened by the image of cash in a hand. Because consumers cannot in fact get cash back for their points, the term "cash back", combined with the clear imagery of cash in hand, together created a general impression that was inaccurate and misleading.</p> <p>For the reasons above, the Council unanimously found the advertisement to be misleading in contravention of Clause 1(a). In addition, a majority of Council also found that the advertisement violated Clause 1(c) of the <i>Code</i>, since not all details of the cash back offer (in particular, that the offer related to account credit and not to cash) were clearly stated in the body of the advertisement itself. The Terms and Conditions were clear, but the advertisement was not, that the cash referred to a credit to the cardholders account, rather than a payment to the cardholder.</p>
Infraction:	Clauses 1 (a) and (c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Goodfood
Industry:	Retail
Region:	National
Media:	Facebook
Complaint(s):	1
Description:	The Facebook advertisement stated “5 free meals in your 1 st basket!” and featured images of 5 different plates with different types of prepared food on each.
Complaint:	The complainant alleged that the advertiser was offering portions of meals, rather than full meals, which was misleading.
Advertiser Response:	Although Ad Standards and the advertiser were in communication about this complaint, the advertiser did not submit a response addressing the merits of the advertisement.
Decision:	<p>Council considered the term “meals” and the general impression conveyed by the advertisement as a whole. The majority of Council members determined that the advertisement’s message was confusing, as it was unclear whether the advertiser was offering 5 full free meals, or just 5 free servings. Due to the lack of further information to clarify the offer, the majority of Council found that the advertisement did not clearly state all pertinent details of the offer, in contravention of Clause 1(c) of the <i>Code</i>.</p> <p>A minority of Council members understood the offer to mean 5 free meal servings, given the additional text that read “in your 1st basket” and the images of individual plated servings. These Council members did not find a violation of Clause 1(c) of the <i>Code</i>, however, this was not the prevailing view of Council.</p>
Infraction:	Clause 1 (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Healthy Planet

Ad Standards

Industry:	Health – Natural Health Product
Region:	Ontario
Media:	Newspaper
Complaint(s):	1
Description:	The newspaper advertisement stated “Make your own Hand Sanitizer” and featured a sequence of images of products sold by the advertiser with a recipe to use them to make “hand sanitizer”.
Complaint:	The complainant questioned the effectiveness of this do-it-yourself hand sanitizer and felt this advertisement was potentially misleading.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	<p>The context and content of the advertisement, and the audience likely to be reached, are relevant factors in any adjudication under the <i>Code</i>. In this case, it was relevant to Council that the advertisement was published near the beginning of the COVID-19 pandemic, when demand was extremely high for hand sanitizers to the point of product shortages. Council also took into account that ‘hand sanitizer’ typically describes a product that is authorized for sale by Health Canada, and therefore the safety and efficacy of the product is under additional regulatory scrutiny.</p> <p>The Council acknowledged that the advertisement was not promoting a finished and regulated product, but a DIY version. However, the Council felt that the general impression conveyed by the advertisement was that if these ingredients were combined and put in a bottle, the end result would be an effective hand sanitizer – at least as effective as those products that are authorized for sale by Health Canada as hand sanitizer. Based on the component ingredients, Council had reason to doubt the efficacy of the resulting liquid as a hand sanitizer, and in particular its effectiveness in the context of COVID-19 was questioned. A majority of Council therefore determined the advertisement to be inaccurate and misleading in contravention of Clause 1(a) of the <i>Code</i>.</p> <p>In addition, a majority of Council also found that the advertisement violated Clause 1(b) and (c) of the <i>Code</i>, since the advertisement omitted relevant information, such as the actual percentage of alcohol in the resulting mixture, which might have otherwise helped consumers assess the effectiveness of the recipe for themselves for their intended purposes. A minority of Council members were of the view that there was no express claim made about the efficacy of the product in the advertisement, so there was no violation of Clause 1(a) of the <i>Code</i>. However, this was not the prevailing view of Council.</p>
Infraction:	Clauses 1 (a), (b) and (c).

Ad Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Vacation VIP
Industry:	Leisure service
Region:	Ontario
Media:	Instagram
Complaint(s):	1
Description:	The advertisement promoted a two-night getaway with additional dining and spa passes, in Collingwood Ontario at a set cost per couple. The advertisement included a phone number and the statement "Call for Details".
Complaint:	The complainant alleged that, upon calling to inquire about the promotion, the advertiser advised that certain terms and conditions must be met to qualify for the promotion. The complainant also alleged that these further conditions were not made clear in the advertisement itself.
Advertiser Response:	<p>In its response to Council, the advertiser submitted that consumers are presented with the details of participation and the Terms & Conditions of the offer during the online purchase process. Consumers must check a box and agree to these terms before proceeding with the purchase. The advertiser also provided Ad Standards with a link used to direct consumers to its Terms & Conditions webpage.</p> <p>The advertiser submitted that in this instance, the complainant's issue was either due to a technical error, or the consumer did not click on the link provided to see the details of participation and the Terms & Conditions.</p>
Decision:	<p>Council considered the advertisement and a majority of Council members found the inclusion of "Call for Details" to be insufficient to alert consumers that there were extensive Terms & Conditions attached to the offer. When Council sought out the Terms & Conditions webpage, it was difficult to find.</p> <p>On this basis, a majority of Council members determined that because the Terms & Conditions were extensive, and they were not adequately referenced in the advertisement itself, the advertiser omitted relevant information that resulted in the advertisement being misleading. The advertisement therefore contravened Clause 1 (b) of the <i>Code</i>.</p> <p>A minority of Council members recognized that the advertiser made two efforts to disclose the details of the offer, both in the "Call for Details" copy in the advertisement itself, and the inclusion of the Terms & Conditions located further in the purchase process. This language was not sufficient to the majority of Council.</p>
Infraction:	Clause 1 (b).

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Clause 1: Accuracy and Clarity	
Advertiser:	Virgin Mobile
Industry:	Telecommunication – Phone service
Region:	National
Media:	Digital – Display ad
Complaint(s):	1
Description:	The advertisement, which appeared in a Google search, stated “Get a Min \$300 Trade-In Credit” at the beginning of the advertisement and promoted a “Special Offer Available on Select 2yr Plans and In-Store Only.”
Complaint:	The complainant alleged that upon going to the advertiser’s store to receive the trade-in credit as advertised, the sales representative informed the complainant that the promotion was for up to \$300 in trade-in credit, rather than a minimum of \$300.
Advertiser Response:	Although Ad Standards and the advertiser were in communication about this complaint, and Ad Standards requested a response from the advertiser for Council on the merits of the complaint, Ad Standards received no such response from the advertiser.
Decision:	<p>Council considered the complaint together with the advertisement under Clause 1, Accuracy and Clarity, in the <i>Code</i>.</p> <p>Council was unanimous that the language “Get a Min \$300 Trade-In Credit” means that consumers would receive a minimum (i.e. at least) \$300 credit towards their next purchase for a trade-in. Because the advertiser chose not to provide Council with a response, Council only had the word of the complainant to assess whether there was an error in the advertisement, or an error on the part of the salesperson at the time the offer was fulfilled. Since the complainant was told the promotion was for up to \$300, as opposed to a minimum of \$300, the advertisement was incorrect.</p> <p>On this basis, Council unanimously found the advertisement to be misleading in contravention of Clause 1(a). In addition, a majority of Council found that the advertisement violated Clause 1(b) of the <i>Code</i>, since the advertiser omitted relevant information, such as limitations to the offer or terms and conditions that may apply.</p>
Infraction:	Clauses 1 (a) and (b).

Clause 1: Accuracy and Clarity Clause 2: Disguised Advertising Techniques	
Advertiser:	Nextdoor, Inc.
Industry:	Social Networking Service
Region:	Ontario
Media:	Print
Complaint(s):	1
Description:	<p>The advertiser sent letters promoting its services, available on its app, as a neighbourhood hub. The envelope was addressed to “New Toronto Neighbour” with the recipients’ home address underneath. The return address was listed as “Eleventh St. Neighbours, New Toronto, Etobicoke, ON”.</p> <p>The letter described the advertiser’s services as a means for neighbours to connect and receive relevant local information such as business recommendations and emergency preparedness information. The letter included the URL and access code for becoming a member, and was signed “Your neighbour,” with someone’s name and street name beneath the sign off.</p>
Complaint:	The complainant alleged that the letter was misleading, as it appeared to be mail from local neighbours as opposed to an advertisement.
Advertiser Response:	<p>In its response to Council, the advertiser submitted that its services provide a neighbourhood hub for connections and exchanges of helpful information, goods, and services. To further this vision, the advertiser provides its members with the ability to grow their neighbourhood’s membership on the app by sending out invitation letters. Once a member has decided to send a letter to his/her neighbours, the advertiser sends the letter on that member’s behalf with his/her name as the signatory.</p> <p>The advertiser further submitted that its letters should not be considered advertisements.</p>
Decision:	<p>Council appreciated the advertiser’s response and considered the complaint together with the advertiser’s submissions.</p> <p>Council first addressed the advertiser’s position that the letters should not be considered advertisements. The <i>Code</i> defines advertising as “any message...controlled directly or indirectly by the advertiser...communicated in any medium (except those listed under Exclusions) to Canadians with the intent to influence their choice, opinion or behaviour.” The letter in this case was a message that the advertiser created in the medium of a letter, sent to consumers with the intent to persuade them to join the advertiser’s app. As such, it was clear to Council this was indeed an advertisement under the <i>Code</i>, and Council affirmed Ad Standards staff’s assessment that the matter was within the scope of the <i>Code</i>’s application.</p> <p>Once this threshold question was unanimously agreed upon, Council considered whether the advertisement misled recipients into thinking the letter came from a neighbour personally rather than a commercial interest from the advertiser. The advertiser was not clearly</p>

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	identified on the envelope or within the letter itself and the advertisement, taken as a whole with the envelope and the letter, was presented in a format and style that concealed the fact that it was an advertisement. As such, Council found a contravention of Clauses 1(f) and 2.
Infraction:	Clause 1(f) and Clause 2.

Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Canada Computers and Electronics
Industry:	Electronic Good
Region:	National
Media:	Website
Complaint(s):	1
Description:	The advertiser's website displayed a price crossed out, and promised a new low price on an item, which would be displayed only after it was placed in a registered shopper's online cart.
Complaint:	The complainant alleged that after following the steps of placing the item in the shopping cart, the price reduction on the item was only 32 cents.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	<p>The majority of Council members were of the view that it was misleading to promote a substantial discount on an item when, in fact, the discount was only 32 cents off the displayed price of over \$85. The advertisement created an expectation that the discount would be significant. Further, the complainant could only know the amount of the discount after going through all the steps to put the item in the cart and log in to the website. For these reasons, the majority of Council members found that the general impression conveyed by the advertisement about a large discount was misleading and in contravention of clause 1(a) the <i>Code</i>.</p> <p>The majority of Council members were also of the view that this advertisement included deceptive discounts or exaggerated claims as to worth or value in contravention of Clause 3 (a).</p> <p>A minority of Council members were of the view that the pricing listed reflect a likely technical error and was therefore not misleading under Clauses 1(a) or 3(a) of the <i>Code</i>. However, this was not the prevailing view of Council.</p>

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Infraction:	Clauses 1 (a) and 3 (a).
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Clause 1: Accuracy and Clarity Clause 3: Price Claims	
Advertiser:	Flowershopping.com
Industry:	Retailer
Region:	New Brunswick
Media:	Online Advertisement
Complaint(s):	1
Description:	The advertisement, which appeared in a Google search, stated “Shop Local!” at the beginning of the advertisement and promoted the advertiser as “Family Owned/Operated”. The advertiser offered same day delivery of its flowers.
Complaint:	The complainant purchased flowers from the advertiser for \$42.26 and they were delivered the same day, as expected, for a total price of \$63.16, which included handling and delivery. When the complainant received the charges, the total was higher than allegedly expected at \$85.81, as it was converted from the US dollar (USD) price shown on the order on the website to Canadian dollars (CAD). The complainant alleged it was not clear from the website and the purchase process that the pricing was presented in USD. The complainant further alleged that it was not possible to give the company less than a 4.5 star rating on the advertiser’s website.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	<p>Council noted the advertisement in the Google search, where the advertiser emphasized being a local company and family owned and operated. In the view of Council, this gave the impression that the advertiser was a small, local, mom and pop shop when, in fact, it is a US-based company. The general impression conveyed by the advertisement was therefore misleading and a contravention of 1(a) and (b) of the <i>Code</i>.</p> <p>Further, because of the emphasis in the advertisement that the company was local and family-owned, the impression given was that the currency of the prices presented would be in Canadian dollars. Council was able to find the information about the USD pricing on the advertiser’s website, but it was difficult to see and not in close proximity to the price lists that appear in the purchasing and order process. From information available to Council, it appeared as though the currency was not identified even after a consumer identified New Brunswick as their applicable jurisdiction in the ordering process.</p>

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	<p>In the view of Council, the pricing provided was in funds other than Canadian dollars, and was not identified as being in USD, as required by the <i>Code</i>. On this basis, Council unanimously found that by omitting to identify the currency in a manner that was clear to consumers where the prices were listed, the advertisement contravened Clause 3 (c) of the <i>Code</i>.</p> <p>A minority of Council members found that it was not misleading under Clause 1 to have a US-based company advertise as local if it was using local florists for assembly and delivery. However, this was not the prevailing view of Council.</p>
Infraction:	Clause 1 (a) and (b), and 3 (c).

Clause 1: Accuracy and Clarity Clause 4: Bait and Switch	
Advertiser:	Carry Telecom
Industry:	Telecommunication – Internet
Region:	National
Media:	Website
Complaint(s):	1
Description:	The advertiser's website promoted its internet services at rates of \$24.99 for 75Mbps download speed, and \$34.99 for 150 Mbps download speed, with the prices in large, bold black font. Beneath the prices in small, grey font the advertisement included "/30 days".
Complaint:	The complainant was interested in the advertiser's 150 Mbps plan, and upon adding the plan to the website's shopping cart, the complainant alleged to discover that the price was \$34.99 only for the first month, and was listed as \$54.99 per month thereafter.
Advertiser Response:	In its response to Council, the advertiser submitted that it can only put one price on the first promotion page of its website due to limitations of the webpage design. The details of the offer are listed on the webpage immediately after the promotion webpage, before the customer submits the order. The advertiser included screenshots of the steps in the website's purchase process to show Council where the details of the offer are listed.
Decision:	Council appreciated the advertiser's response and evidence, and considered the complaint together with the advertiser's submissions.

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	<p>In its assessment of the issues, Council was unanimous in its view that the advertisement attracted the complainant to the advertiser's services with a price that was not actually attainable. Although the higher price was disclosed before the complainant was charged, the higher price was not part of the original offer (i.e. the advertisement) on the promotional webpage. As a result, the general impression conveyed was that the services were offered at a price lower and different from the price revealed later on in the order process.</p> <p>For these reasons, Council found the price listed in the advertisement to be misleading, in contravention of Clause 1(a). Council further found that the omission of relevant information about the terms of the lower price offered and the details of the offer on the promotional webpage to be in violation of Clauses 1(b) and (c).</p> <p>Finally, the majority of Council determined that the advertisement misrepresented the complainant's opportunity to purchase the services at the terms presented, in contravention Clause 4.</p>
Infraction:	Clauses 1 (a), (b), (c) and 4.

Clause 1: Accuracy and Clarity Clause 4: Bait and Switch	
Advertiser:	Memory Express
Industry:	Retail
Region:	Quebec
Media:	Website
Complaint(s):	1
Description:	The advertiser's website featured many of its products on sale for Black Friday and Cyber Monday.
Complaint:	The complainant alleged that when trying to purchase the items at the start of the Cyber Monday sale, the items were already out of stock and not available for purchase.
Advertiser Response:	In its response to Council, the advertiser confirmed that it ran a Black Friday and Cyber Monday sale. The advertiser submitted that when it holds a sale, there is limited stock available and items tend to run out. The advertiser further submitted that it had not heard from the complainant about this issue.

Decision:	<p>Council considered the complaint and the advertiser's submissions. In Council's view, the fact that the website advertisement remained the same on Cyber Monday as it had been on Black Friday conveyed the general impression that all products were still available and on sale.</p> <p>Council appreciated that inventory can quickly go out of stock during sales and considered whether the advertiser could have updated the advertisement for Cyber Monday to better reflect the inventory still available. Even if it was not possible for the advertisement to be updated in time for Cyber Monday, Council noted that there was no disclaimer indicating that limited quantities were available, or that the sale only applied while quantities lasted. As stated in Clause 4 of the <i>Code</i>, Bait and Switch, "If supply of the sale item is limited, or the seller can fulfill only limited demand, this must be clearly stated in the advertisement."</p> <p>As such, the majority of Council found that the omission meant that the advertisement was misleading and misrepresented the consumer's opportunity to purchase the items at the terms presented, each in contravention of the <i>Code</i>.</p>
Infraction:	Clause 1(b) and Clause 4.

Clause 1: Accuracy and Clarity
Clause 10: Safety
Clause 11: Superstitions and Fears

Advertiser:	Vaccine Choice Canada
Industry:	Non-Commercial
Region:	British Columbia
Media:	Out-of-Home - Billboard
Complaint(s):	4
Description:	A billboard advertisement posed the question: "COVID. Is the cure worse than the illness?" Next to this message there was an image of a sign that read "Sorry, We're Closed". The advertiser's website URL appeared in large font at the bottom of the billboard, vaccinechoicecanada.com .
Complaint:	The complainants alleged that the advertisement was spreading dangerous information about COVID-19 safety measures, posing a risk to public health by making statements that were not truthful. Some of the complainants alleged that, based on the information available on the advertiser's website, the advertisements were spreading misinformation about the COVID-19 vaccine.

<p>Advertiser Response:</p>	<p>In its response to Council, the advertiser submitted that its advertisement was meant to invite consideration and public discourse to evaluate the effectiveness and measures being imposed in response to COVID-19. The advertiser further submitted that debates and discussions around the measures imposed are systematically censored, and that billboards are one of the remaining public spaces to engage with the public about matters of urgent importance. According to the advertiser, the complaints were without merit. The advertiser further submitted for Council’s review a sampling of the hundreds of letters of support it said it received in response to the advertisement.</p>
<p>Decision:</p>	<p>Council appreciated the advertiser’s submissions and deliberated on the complaints together with these submissions when it reviewed the billboard advertisement in question.</p> <p>Drawing from Interpretation Guideline #6: “It is important to note that when advocacy or other issue advertising is considered under the <i>Code</i>, Standards Councils and Appeal Panels are instructed not to evaluate the advertising based on their personal views of the subject,” and the Council was so instructed in this case. The Interpretation Guideline continues: “The <i>Code</i> does not prohibit or restrict any particular position or argument, provided that in communicating its message the ad complies with the standards of truthful, fair, and accurate advertising prescribed under the <i>Code</i>.”</p> <p>In considering the general impression of the billboard advertisement in this instance, Council found that the message was open to several interpretations. The word “cure” could be interpreted as referring to the measures taken to date to stop the spread of COVID-19 such as business closures, exemplified with the image of the “Closed” sign next to the advertisement’s copy. For a majority of Council, however, “cure” is reasonably interpreted in the context of this ad as referring to the vaccine. This is because of the words “VACCINE CHOICE” appearing prominently under the question. Even though the words are part of the advertiser’s URL, in the view of the majority of Council, they inform the ambiguous meaning of the question.</p> <p>The <i>Code</i> requires that in assessing the general impression created by an advertisement, both the content and context in which it appears, and the audience likely to be reached, are relevant factors. In the case of an outdoor billboard, viewers are likely to pass by the advertisement quickly. Although the advertisement posed a question, Council noted the likely fleeting nature of the public’s interaction with the advertisement, and the prominence and positioning of the text VACCINE CHOICE under the question, “Is the cure worse than the illness?” On this basis, the majority of Council were of the view that the general impression created by the advertisement was that a vaccine as a cure for COVID-19 is, or could be, worse than contracting the disease itself. The advertiser provided no evidence to support this claim. Council was further unaware of any competent and reliable evidence currently available to support such a position; in fact, Health Canada’s authorization for the first COVID-19 vaccine (which was imminent at the time Council met and expected because of approval in the UK) would suggest otherwise. At the time of this decision, Council had no evidence before it to support the position that the vaccine was, or could be, worse than contracting COVID-19 as a general proposition. As such, the advertisement was found to be misleading in contravention of Clause 1 (a) of the <i>Code</i>.</p> <p>Council continued its analysis under Clauses 10 and 11. According to the majority of Council, taken in the context of a global pandemic and the possibility that “cure” could mean vaccine, sowing this doubt could contribute to vaccine hesitancy by playing upon fears rather than providing facts, in contravention of Clauses 10 and 11 of the <i>Code</i>.</p> <p>The minority of Council members determined that the general impression conveyed with the question posed in the advertisement, combined with the image of the “Closed” sign, was to incite discussion about the economic impact of business closures, and that this did not amount to a <i>Code</i> violation. However, this was not the prevailing view of Council.</p>

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Infraction:	Clauses 1(a), 10 and 11.
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Clause 1: Accuracy and Clarity Clause 11: Superstitions and Fears	
Advertiser:	Grain Farmers of Ontario
Industry:	Other
Region:	Ontario
Media:	Television
Complaint(s):	2
Description:	The commercial included a series of scenes depicting farms and farmers under stress, food supply shortages, empty grocery store shelves, and statements such as “the food supply chain is breaking” and “when the farms and farmers are gone, where are we going to get our food from?” The commercial aired during the COVID-19 pandemic.
Complaint:	The complainants alleged that the advertisement was designed to spread fear about the state of the food supply chain by making statements that were not truthful.
Advertiser Response:	In its response to Council, the advertiser submitted that the commercial represented its story of the issues facing grain farming in Ontario. Further, according to the advertiser, the ad reflected its position to the public and government of a need to improve the supply chain, for support for the sector, and the inability of Canadian farmers to compete with farmers from the United States. The advertiser further submitted evidence to support the claims made in the advertisement.
Decision:	<p>Council appreciated the advertiser's thorough response and comprehensive evidence. When reviewing the advertisement, Council took into consideration the context in which the commercial aired, which was a global pandemic due to COVID-19. Council did not find the evidence submitted by the advertiser to be persuasive. According to Council, while the images of empty grocery stores shelves accurately depicted the consumer experience in the early stages of the pandemic, the lack of groceries in stores was not due to broken supply chains. Rather, the increased demand for groceries and changes in consumer purchasing habits created shortages that were later reconciled as the pandemic continued. This position appeared to be supported by the materials supplied by the advertiser.</p> <p>For these reasons, Council was unanimous in its decision that the general impression conveyed by the advertisement was misleading and that the claims made were not</p>

Ad Standards

	<p>supported by competent and reliable evidence, in contravention of Clauses 1 (a) and (e) of the <i>Code</i>.</p> <p>Further, in the view of Council, the tone, arrangement of images, and words used in the commercial stoked fear in the viewer. For these reasons, Council was unanimous in its finding that the commercial played “upon fears to mislead the consumer” in contravention of Clause 11 of the <i>Code</i>.</p>
Infraction:	Clauses 1 (a), (e) and 11.
Appeal:	<p>An appeal hearing was requested by the advertiser.</p> <p>The Appeal Panel carefully considered the further submissions in the advertiser’s appeal and reconsidered Council’s original decision. Upon review of the material, the majority of Panel members did not find there to be sufficient new information to warrant a departure from the Council’s decision.</p> <p>The Appeal Panel appreciated the advertiser’s submissions and acknowledged the hardships faced by farmers, both before and during the pandemic. In the Panel’s view, the advertiser’s submissions conveyed real challenges for certain farming sectors and reflected how difficult the COVID-19 pandemic has been for many Canadians and their families. Conversely, the general impression conveyed by the advertisement was broader, as the images and claims suggested mass food shortages without the required supporting evidence in the advertiser’s submissions.</p> <p>The Panel echoed the Council’s finding that the messages were conveyed in a tone and manner that played upon consumer fears. On that basis, the majority of the Appeal Panel found that the advertisement was misleading and played upon consumer fears, in contravention of Clauses 1 (a), (e), and 11 of the <i>Code</i>.</p>
Infraction:	Clauses 1 (a), (e) and 11.

Clause 1: Accuracy and Clarity Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Canadian Union of Public Employees
Industry:	Union
Region:	Quebec
Media:	Radio
Complaint(s):	1
Description:	In a radio commercial, a male voice asks the difference between a private sub-contractor and a blue-collar worker. He states that a private sub-contractor is better at getting the job done fast whereas the blue-collar worker is better at getting the job done properly. Then, he claims that people from the private sectors keep getting hired on the belief that they can

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	save money. Finally, he states we should trust employees of the City of Montréal because, at the end of the day, blue-collar workers get the job done right.
Complaint:	The complainant alleged that the advertisement included misleading statements and did not clearly identify the advertiser.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, no response was sent to Council.
Decision:	<p>In the absence of information from the advertiser, Council considered the complaint together with the general impression conveyed by the advertisement.</p> <p>Council was unanimous in its decision that the claims made were not supported by competent and reliable evidence, in contravention of Clause 1(e) of the <i>Code</i>. Council agreed that the advertiser was not clearly identified and therefore contravened Clause 1(f) of the <i>Code</i>.</p> <p>Council further noted that by implying that blue-collar workers are more competent than private sub-contractors, without substantiation, the advertisement demeaned, denigrated or disparaged workers from the private sector as a profession, in contravention of Clause 14(c) of the <i>Code</i>.</p>
Infraction:	Clause 1 (e), (f) and Clause 14 (c).

Clause 1: Accuracy and Clarity Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Right to Life Kent
Industry:	Not-for-profit Advocacy Organization
Region:	Ontario
Media:	Out-of-Home - billboard
Complaint(s):	1
Description:	The billboard advertisement stated: "Kill her now, it's murder. Kill her a week ago, it's abortion." The message was accompanied by an image of a sleeping newborn baby.
Complaint:	The complainant alleged that the advertisement incorrectly suggested that abortions equate to late term pregnancy terminations, when those are actually rare occurrences.

	According to the complainant, this could be misleading to women seeking out options for their pregnancy.
Advertiser Response:	In its response to Council, the advertiser submitted that the advertisement was meant to bring attention to the personhood of children born and unborn. Further, one of its services includes post-abortion support, as those women need understanding for their loss.
Decision:	<p>Council appreciated the advertiser's response, and considered the complaint together with the advertiser's submissions.</p> <p>Council carefully considered the advertisement as a whole, as well as its individual elements. Council did not find that the imagery offended standards of public decency in this case. Of primary concern to Council was the advertiser's choice of language, and specifically the phrase "kill her". In Council's view, this phrase implies taking the life of a human being (i.e. her) in a manner that misleads and mischaracterizes the distinction that exists in law between murder of a person and abortion of a fetus. Council found this to be misleading in such a way as to contravene Clause 1(a) of the <i>Code</i>. Council further noted that blurring this distinction demeans or disparages women who have had, or who are contemplating, an abortion, thereby contravening Clause 14(c) of the <i>Code</i>.</p> <p>The advertiser's choice to reference a fetus in the very last, and late stages of pregnancy was also misleading in the view of Council, implying through the general impression of the ad that such late term abortions may be typical, when in fact they are rare in Canada. This was also found to contravene Clause 1(a) of the <i>Code</i>.</p>
Infraction:	Clauses 1(a) and Clause 14(c).

Clause 2: Disguised Advertising Techniques

Advertiser:	Winnipeg Gold Buyers – Buying Unwanted Jewellery
Industry:	Financial service
Region:	Manitoba
Media:	Television
Complaint(s):	1
Description:	The television commercial was displayed in the style of a news broadcast about gold, including a woman appearing to be a news anchor speaking about precious metals and a ticker tape running along the bottom of the screen. The commercial contained statements that the "current exchange rate with the US dollar offers great opportunity to convert gold and silver into Canadian dollars", and that "people selling precious metals are often downsizing", which was accompanied by a clip of an older couple packing belongings into

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	boxes. The commercial also included tips on how to get the most back for precious metals, such as finding a reputable company. The advertiser's name and contact information appeared at the end of the commercial.
Complaint:	The complainant alleged that the advertisement was presented as a news bulletin, which was misleading, and that the representations about the current dollar exchange rate were inaccurate.
Advertiser Response:	In its response to Council, the advertiser submitted that the statement about exchange rates was factually true, since the exchange rate makes the Canadian dollar worth less relative to the US dollar and the price of gold in Canadian dollars is therefore higher. The advertiser further submitted that gold has been reaching all-time highs in Canadian dollars. The advertiser noted that this commercial has run for many years without any issues.
Decision:	<p>Council appreciated the advertiser's response, and considered the complaint together with the advertiser's submissions. The factual basis of the commercial was not called into question by the Council, and the case was reviewed under Clause 2 (Disguised Advertising Techniques) of the <i>Code</i>.</p> <p>The majority of Council members agreed with the complainant that the way in which the commercial was formatted made it appear to be a news story, and that it was not until the very end that it became clear to the viewer it was an advertisement. The majority of Council found that the advertisement was therefore presented in a format that concealed the fact that it was an advertisement, in contravention of Clause 2 of the <i>Code</i>. It was relevant to the majority decision that the advertisement appeared to be directed towards an older population, who may be more easily misled by the nature of the advertisement.</p> <p>A minority of Council members did not find a contravention of Clause 2 when looking at the advertisement in its totality. These Council members determined that the inclusion of the advertiser's logo, website address and voiceover made it clear to viewers that the commercial was indeed an advertisement. However, this was not the prevailing view of Council.</p>
Infraction:	Clause 2.

Clause 10: Safety

Advertiser:	Regina Plumbing and Heating
Industry:	House Maintenance Service
Region:	Saskatchewan
Media:	Newspaper

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Complaint(s):	6
Description:	<p>The television commercial depicted a residential home without air conditioning during the hot summer months. The father walked around wearing only underwear, with other family members looking surprised or annoyed by his appearance. In one scene, the father's two young sons appear shocked when they find him lying at the bottom of an otherwise empty chest freezer, eating from an ice cream container with a bag of frozen peas on his lap.</p> <p>The commercial ends with the call to action: "had enough?...call Regina Plumbing and Heating...for all your air conditioning needs"</p>
Complaint:	<p>The complainants alleged that the advertisement had a sexual connotation, with the consistent display of partial nudity, and the scene involving the children and the strategic placement of the bag of peas between the father's legs.</p> <p>The complainants further alleged that the advertisement displayed dangerous behaviour with the freezer scene, as children in particular are vulnerable to replicating this and it could lead to death.</p>
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	<p>Council reviewed the advertisement and the complaint against the <i>Code</i> and Interpretation Guideline #1, which states, "In assessing impression(s) likely to be conveyed by an advertisement, Council shall take into consideration the use and application in the advertisement(s) of such elements as humour and fantasy." Council acknowledged the use of humour in these advertisements.</p> <p>In its consideration of Clause 10, Safety, Council was unanimous in its conclusion that the freezer scene depicted a situation that encouraged unsafe or dangerous practices, representing a disregard for safety in violation of the <i>Code</i>. If children were to see the advertisement, they may try to replicate the scene with the father sitting in the freezer and this could lead to serious injury or death. Further, the majority of Council members found that because the concern involved children viewers, even with a disclaimer, the advertisement would still violate Clause 10, as a child would not likely read or obey a disclaimer or a super.</p>
Infraction:	Clause 10.

Clause 11: Superstitions and Fears

Advertiser:	ADEX Marketing
Industry:	Accessories, clothing, footwear & sport equipment
Region:	Ontario
Media:	Newspaper

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Complaint(s):	1
Description:	The newspaper advertisement stated “Time to stock up for the Second WAVE!” with the words ‘second wave’ separated from the rest of the call to action, and in large font. Underneath the heading, the advertisement displayed products with images and prices, such as hand sanitizer, masks, and disinfectant wipes.
Complaint:	The complainant alleged that the advertisement encouraged stockpiling items related to protection against COVID-19, contrary to the Ontario government’s alleged advice to consumers to not stockpile these types of products.
Advertiser Response:	Although Ad Standards requested a response from the advertiser, there was no response sent to the Council.
Decision:	<p>In its review of the advertisement and the complaint, Council considered whether ‘stocking up’ has the same meaning as ‘stockpiling’. Council noted that the ad made reference to businesses (restaurants, beauty salons, etc.) in addition to cottage owners, and discussed that it would be prudent, or even unsafe, for such populations not to anticipate future needs by purchasing adequate quantities in advance.</p> <p>The majority of Council members determined, however, that the way in which the advertisement was designed, with the heading in large font, all caps, and an exclamation mark at the end, conveyed a heightened sense of urgency that played upon fears about whether a second wave of COVID-19 cases would come to Ontario. (The ad appeared in mid July). The majority of Council members therefore determined that the advertisement played upon fears to mislead consumers in contravention of Clause 11 of the <i>Code</i>.</p> <p>A minority of Council members did not find a violation of Clause 11. By showing items available for sale, the advertisement merely encouraged its purchasers to be prepared for a potential future increase in the number of COVID-19 cases. However, this was not the prevailing view of Council.</p>
Infraction:	Clause 11.

Non-Identified Cases - January 1, 2020 - December 31, 2020

Canadian Code of Advertising Standards

Clause 1: Accuracy and Clarity	
Advertiser:	Car Manufacturer
Industry:	Automotive - General
Region:	National
Media:	Digital
Complaint(s):	1
Description:	The online advertisement promoted discounted pricing for “all” healthcare workers and first responders as a sign of gratitude for their work during the COVID-19 pandemic.
Complaint:	The complainant alleged that upon inquiring about the offer, the advertiser informed the complainant that the offer only applied to government healthcare workers. The complainant was a pharmacist and was told that she did not qualify for the offer.
Advertiser Response:	In its response to Council, the advertiser submitted that the dealers’ and the advertiser’s corporate websites provided additional details about the offer, including eligibility. It would have been impossible, in the advertiser’s view, to provide every nuance of the offer within the confines of the advertisement.
Decision:	<p>Council appreciated the advertiser’s thorough response, and considered the complaint together with the advertiser’s submissions.</p> <p>Two aspects of the advertisement were relevant to Council in its deliberations. First, Council noted the use of the word “all”, and the majority determined that this conveyed a broad interpretation of the term “healthcare workers” without exclusion. As such, Council found that the general impression of the phrase would include pharmacists. Second, it was relevant to Council that there was no clear direction in the advertisement itself for consumers to look to the websites for conditions, restrictions, or eligibility criteria. The word “all”, therefore, was used in a truly unqualified sense.</p> <p>For these reasons, the majority of Council determined that the advertisement conveyed a broader range of eligibility for the offer than what was extended, in contravention of Clause 1 (a) of the Code.</p>
Infraction:	Clause 1(a).

Clause 1: Accuracy and Clarity	
Advertiser:	Construction
Industry:	Real estate service
Region:	Alberta
Media:	Website and Social Media
Complaint(s):	1
Description:	The advertiser's website and social media platforms promoted an opportunity for consumers to choose the lot they wanted within the advertiser's development for the same price, with no hidden charges.
Complaint:	The complainant alleged that the lot selected did not qualify for the price advertised. However, there were no qualifications included in the advertisement to indicate that the promotion applied only to select lots. The complainant further alleged that there was no expiry date listed in the advertisement for the promotion.
Advertiser Response:	In its response to Council, the advertiser submitted that it selects certain lots to be included in its promotion and listed the excluded lots. The advertiser further submitted that the call to action was to direct consumers to the website for full promotional details. The website listed the full terms and conditions of the promotion. The advertiser submitted it had set an expiration for the promotion.
Decision:	<p>Council appreciated the advertiser's response, and considered the complaint together with the advertiser's submissions.</p> <p>Council was unanimous in its determination that the general impression conveyed by the advertisement did not align with what was available for sale. In particular, the advertisement conveyed the impression of a limitless opportunity to buy a lot of the consumer's choosing without any conditions attached, when, in reality, the inventory included in the offer was pre-selected with an expiry date attached. For these reasons, Council found the advertisement to be misleading, in contravention of Clause 1 (a).</p> <p>When assessing the social media advertisements, Council unanimously found the omission of exclusions to the promotion to be in violation of Clause 1 (b) of the <i>Code</i>.</p> <p>Finally, with respect to the website advertisements, Council considered Clause 1 (d) of the <i>Code</i>, which states that disclaimers must not contradict more prominent aspects of the message. Rather than providing further information, the website disclaimer contradicted the main message conveyed in the advertisement, given the breadth of the message. As a result, the majority of Council determined that the website disclaimer contravened Clause 1 (d) of the <i>Code</i>.</p>

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Infraction:	Clauses 1 (a), (b) and (d).
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Clause 1: Accuracy and Clarity	
Advertiser:	Energy
Industry:	Energy, water and combustible - Utility
Region:	Alberta
Media:	Newspaper
Complaint(s):	1
Description:	The advertisement promoted an upcoming opportunity for community members to attend a hearing and have a say in the community's future plans around energy production and sustainability. The image in the advertisement showed abandoned and rusting energy infrastructure allegedly in the U.S. The advertisement provided registration information and a contact name and phone number, and stated that the advertisement was paid for by a group that represented members of the community.
Complaint:	The complainant alleged that the advertisement incorrectly implied all members of the community agree with the message. The complainant also questioned the lack of data and a source for the image and claims made.
Advertiser Response:	In its response to Council, the advertiser submitted that its messaging was honest and accurate, and meant to encourage participation in the local appeal hearing. The advertiser also submitted research from several sources to support the claim about the abandoned and rusting infrastructure in the U.S.
Decision:	<p>Council appreciated the advertiser's thorough response and evidence, and considered the complaint together with the advertiser's submissions.</p> <p>In its assessment, Council unanimously determined that the advertisement misled viewers into thinking that it came from the community group, and represented the views of the community or a meaningful portion of its members. The advertiser was not clearly identified in the advertisement. In addition, Council found that the advertiser did not provide sufficiently competent and reliable data to supporting the claims about the aging infrastructure in the U.S. or its relevance to the Alberta market.</p> <p>For these reasons, Council found the advertisement to be misleading, in contravention of Clauses 1(a) and (f).</p>
Infraction:	Clause 1 (a) and (f).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Institution
Industry:	Financial service
Region:	National
Media:	Website
Complaint(s):	1
Description:	The advertisement promoted a preferential interest rate to consumers opening a high interest savings account. The advertisement indicated that the offer would be available in the province of Quebec at the beginning of 2020. The promotional offer also specified that later in the year, the preferential interest rate would drop.
Complaint:	The complainant, a resident of Quebec, alleged that the ad for the preferential interest rate was misleading because the offer was not available in Quebec. In calling the financial institution, the complainant was informed that the offer was available in the other regions of Canada as of November 2019 and will be available in Quebec later.
Advertiser Response:	In its response to Council, the advertiser submitted that the advertisement stated that the offer would be available in the province of Quebec later, and that it was introduced to the Quebec market one week after the complainant called to inquire.
Decision:	<p>Council appreciated the advertiser's response and considered the complaint together with the advertiser's submission.</p> <p>Council found that the description of the preferential interest rate offer omitted relevant information, which, if included, would have helped the advertisement convey a general impression that more accurately reflected the offer. Specifically, Council noted that the advertisement did not include any clear or legible information about the actual date the offer would be available in the province of Quebec. Some members of Council were of the view that because the advertisement was in French, consumers may expect that the offer would be available in Quebec at the time the ad was posted on the advertiser's website. Based on the advertiser's submission, it was unclear to Council if the advertised preferential rate was in fact available to residents of Quebec given that the advertisement indicated that the promotional interest rate would drop the day after the offer was introduced in the Quebec market.</p> <p>On this basis, Council unanimously found that by omitting to identify the details of the promotional offer in a manner that was clear and understandable to consumers, the advertisement contravened Clauses 1(b) and (c) of the <i>Code</i>.</p>
Infraction:	Clause 1 (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Financial Institution
Industry:	Financial service
Region:	Quebec
Media:	Television
Complaint(s):	1
Description:	In a television commercial, the advertiser promoted a cash back offer on all purchases made with its credit card and no annual fees for the first year.
Complaint:	The complainant alleged that the advertised cash back offer was misleading because it did not clearly indicate that the cash back offer was only valid for the first three months of the year, up to a limited amount.
Advertiser Response:	In its response to Council, the advertiser submitted that the commercial included a disclaimer indicating the terms and conditions of the promotional offer. The disclaimer stated that the cash back offer was available for the first three months up to a limited cash amount.
Decision:	<p>Council considered the complaint together with the advertiser's submission under Clause 1 of the <i>Code</i>. In assessing the truthfulness and accuracy of an advertising claim or representation under this clause, the concern is not with the precise legality of the presentation. Rather the focus is on the claim or representation as received or perceived, i.e. the general impression conveyed by the advertisement.</p> <p>Council members were of the view that the general impression conveyed by the advertisement is that consumers would get the advertised cash back offer for the first year. Due to the lack of clarity through the voiceover, Council unanimously found the advertisement did not clearly and understandably state all pertinent details of the offer, in contravention of Clause 1 (c) of the <i>Code</i>.</p> <p>Council also noted that the disclaimer did not appear on screen for long enough and was difficult to read, in font and colour. On this basis, Council was unanimous that the disclaimer was not presented in such a manner as to be clearly legible, in contravention of Clause 1 (d).</p>
Infraction:	Clause 1 (c) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Food Company
Industry:	Food and non-alcoholic beverage
Region:	Quebec
Media:	Out-of-Home – Billboard
Complaint(s):	1
Description:	The advertisement was seen on a billboard in Montreal. It compared the amount of water used in the advertiser’s product to that of another generic consumable product of the larger category, and joked about the benefits of using less water.
Complaint:	According to the complainant, the scientific information provided in the ad was inaccurate because no source for the data was provided in the ad and the complainant could not confirm the accuracy of the claim. Furthermore, in the complainant’s opinion, the advertisement joked about the benefits of using less water in a way that was inappropriate, and ultimately misleading to the consumer.
Advertiser Response:	In its response to Council the advertiser provided data, including a study conducted by an independent third party, to support its claim of the amount of water in its product compared to the other product. The advertiser further indicated that the statements about the benefits of saving water were hyperbole or puffery that the consumer would never take seriously.
Decision:	<p>Council appreciated the advertiser’s response, and considered the complaint together with the advertiser’s submissions under Clause 1 (Accuracy and Clarity) of the <i>Code</i>. In the view of Council, the data and study supplied by the advertiser demonstrated that the comparative claim was supported by competent and reliable evidence in accordance with section 1 (e) of the <i>Code</i>.</p> <p>However, in assessing the truthfulness and accuracy of advertising under this Clause, the focus is on the message as received or perceived, i.e. the general impression conveyed by the advertisement. In this instance, Council considered the ad in its totality and determined that consumers would reasonably be confused, and ultimately misled, by the advertisement when viewed overall. According to Council, the comparative claim, in juxtaposition to a claim that is meant to be puffery, creates doubt as to what is fact and what is hyperbole. Council carefully considered the role that humour was intended to play. However, water scarcity is a very serious issue, and implying - through the blurring between facts and jokes - that a switch to the advertiser’s product could help to address that issue, was found to be misleading in this instance.</p>

	<p>Although not specifically required by the <i>Code</i>, Council thought that if the source of the data behind claim were identified, it might have helped to distinguish the line between fact versus hyperbole in the advertisement. This, however, was not done.</p> <p>For the reasons above, the Council unanimously found the advertisement to be misleading in contravention of Clause 1(a).</p>
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Home Improvement
Industry:	House maintenance service
Region:	National
Media:	Television
Complaint(s):	1
Description:	The advertisement promoted different financing options, including deferred payment for the advertiser's products for a year.
Complaint:	The complainant alleged that the way in which the advertiser described the benefits of putting off payments was misleading.
Advertiser Response:	The advertiser submitted that because the loan program referenced in the commercial reflected an industry standard for a preferential deferral period loan program wherein interest accrues, but is waived if the account is paid off during that period, the advertisement was not misleading.
Decision:	<p>Council appreciated the advertiser's response and considered the complaint together with the advertiser's submissions.</p> <p>Council found that the way in which the loan program was described omitted relevant information, which, if included, would have helped the advertisement convey a general impression that more accurately reflected the offer. Specifically, Council noted that the advertisement did not include any clear or legible information about the fact that interest accrues over the deferral period. Council noted the legal disclaimer at the end of the commercial, but it was not possible to read it at the resolution available. Even if the final legal text clarified this, however, a majority of Council found that the clarification would need to be made at the time the representation about the deferred payment was made, and not just at the end of the commercial.</p>

	On this basis, Council unanimously found that by omitting to identify the details of the financing offer in a manner that was clear and understandable to consumers, the advertisement contravened Clauses 1(b) and (c) of the <i>Code</i> .
Infraction:	Clause 1 (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Household good
Industry:	Household good – cleaning and maintenance
Region:	Nova Scotia
Media:	Television
Complaint(s):	1
Description:	The advertiser’s television commercial promoted home fragrances that use natural ingredients. The voiceover of the advertisement described the various scents, while the images showed natural sources for these scents.
Complaint:	The complainant alleged that certain ingredients in the advertiser’s products cannot be derived from natural sources.
Advertiser Response:	In its response to Council, the advertiser submitted that the claims in the advertisement were supported by credible and reliable evidence, and cited the source for the product at issue in the complaint. The advertiser also submitted that it conducted consumer testing on its products, and the results of this testing support the claim that consumers associate the advertiser’s product with natural-smelling fragrances.
Decision:	<p>Council appreciated the advertiser’s thorough response and evidence, and considered the complaint together with the advertiser’s submissions.</p> <p>In its assessment of the issues, it was relevant to Council that the commercial included both images of the ingredients’ natural sources and specific claims about the ingredients being natural. Although the advertiser submitted evidence to support that some of the ingredients were naturally sourced, there was no evidence submitted to support the claim as related to other fragrances and ingredients. In Council’s view, the images of natural sources combined with the claims about the ingredients being natural, conveyed a misleading impression about the natural source of the ingredients in the product.</p>

	<p>For these reasons, the majority of Council determined that the general impression conveyed by the advertisement was misleading in contravention of Clause 1(a) of the <i>Code</i>.</p> <p>A minority of Council members did not find a contravention of Clause 1(a) when looking at the advertisement in its totality. The various phrases used throughout the commercial to describe the fragrances gave the impression that not all of the ingredients were natural. However, this was the not the prevailing view of Council.</p>
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Manufacturer
Industry:	Retail
Region:	National
Media:	Television
Complaint(s):	1
Description:	In a commercial, the advertiser promoted the environmental benefits of its product.
Complaint:	The complainant alleged that the commercial was a form of greenwashing, meaning that it overstated the overall environmental benefit of the product, rather than focusing on specific beneficial attributes. According to the complainant, the scientific information included in the advertisement was inaccurate. Furthermore, the complainant alleged that the advertisement exaggerated the benefits of purchasing the product, thus trivializing meaningful environmental challenges.
Advertiser Response:	In its response to Council, the advertiser provided data, including a study conducted by an independent third party, in support of the specific claims of environmental benefit.
Decision:	<p>Council appreciated the advertiser's thorough response, and considered the complaint together with the advertiser's submissions under Clause 1 (Accuracy and Clarity) and the <i>Interpretation Guideline #3 – Environmental Claims</i> of the <i>Code</i>.</p> <p>In the view of Council, the data and study supplied by the advertiser demonstrated that the scientific claim was supported by competent and reliable evidence in accordance with section 1 (e) of the <i>Code</i>.</p> <p>However, in assessing the truthfulness and accuracy of advertising under this Clause, the focus is on the message as received or perceived, i.e. the general impression conveyed by</p>

	<p>the advertisement. In this instance, Council considered the ad in its entirety and determined that the advertisement overstated an environmental benefit. According to Council, the demonstrable environmental benefit of the product was overstated and exaggerated and, therefore, misleading.</p> <p>As a result, Council was unanimous in its decision that the general impression conveyed by the advertisement was misleading in contravention of Clause 1 (a) of the <i>Code</i>.</p>
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Not for Profit
Industry:	Non-Commercial - Other
Region:	National
Media:	Television
Complaint(s):	1
Description:	The advertiser's commercial stated that its services covered "all" categories in its industry.
Complaint:	The complainant alleged that there are exclusions to the services offered by the advertiser, so it was misleading for the advertisement to claim that the advertiser's services cover everything.
Advertiser Response:	In its response to Council, the advertiser acknowledged that there are limited exceptions to its services. It acknowledged that stating "all" services was not completely accurate. Upon receiving the complaint, the advertiser permanently withdrew the advertisement.
Decision:	Council appreciated the advertiser's response, and agreed that stating "all" did not account for the exclusions to the advertiser's services. Council was therefore unanimous in its decision that the advertisement was misleading in contravention of Clause 1(a) of the <i>Code</i> .
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Online retailer
Industry:	Retail
Region:	National
Media:	Website, Out-of-Home
Complaint(s):	1
Description:	The advertiser's website and out-of-home advertisements promoted that they were #1 in their industry. Specifically, the out-of-home advertisement promoted the advertiser as a preferred destination for consumers and the website promoted the advertiser as a superior service for consumers.
Complaint:	The complainant alleged that both the out-of-home campaign and website made claims that were unsubstantiated and false, as the advertiser was not in the business of providing the full scope of goods and services implied by the claim. According to the complainant, the advertising misrepresented the advertiser's actual business, which was narrower than the claims made in the advertising.
Advertiser Response:	In its response to Council, the advertiser submitted that the factual basis for the complaint is inaccurate, as the advertiser's business is well established; that it provides the broader category of goods and services claimed in the advertisements; that the representations in the advertisements were accurate, as the advertiser is indeed the leader in its category; and lastly that in any event, the representations amounted to puffery. The advertiser submitted evidence to substantiate its superiority claims.
Decision:	<p>Council appreciated the advertiser's thorough response and comprehensive evidence, and considered the complaint together with the advertiser's submissions. Council's analysis for each of the advertisements was similar.</p> <p>While the advertiser submitted that its claims accurately reflected the scope of its business, the majority of Council found that the advertiser's business is a subcategory of the broader business represented by the claims. The advertiser's business is narrower than what was conveyed in the advertisement, creating an unrealistic expectation of the services it provides. Further, the substantiation provided for the superiority claims supported only the subcategory, and not the broader business claimed by the advertisement.</p> <p>Council further determined that, in this context, the superiority claims were more than mere puffery. Instead, they could be taken literally to imply a ranking in comparison to competitors in the market and in connection with a specific scope of products and services.</p>

	<p>For these reasons, the majority of Council determined that the advertisements conveyed the general impression that consumers would be getting a broader, fuller service than what the advertiser offered in contravention of Clause 1(a) of the <i>Code</i>.</p> <p>A minority of Council members did not find a contravention of Clause 1(a) when looking at the advertisements in their totality. These Council members determined that the general impression conveyed with all of the text and images accurately described and reflected the scope of the advertiser's business, and that the claims with respect to this subcategory were substantiated. However, this was not the prevailing view of Council.</p>
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Rental service provider
Industry:	Rental service
Region:	British Columbia
Media:	Facebook and Website
Complaint(s):	1
Description:	The advertiser's website promoted space to rent at a certain price with a list of specific properties underneath the promotion. The website also invited consumers to ask how to get space for free for a limited time, with a map that highlighted certain properties and a list of the properties available for rent underneath the map.
Complaint:	The complainant alleged that both the advertiser's Facebook campaign and website included a certain property in the advertised offer. When the complainant called the advertiser about the offer, the complainant was informed that the offer applied only to a different property. Further, the advertiser informed the complainant that in order to qualify for the rent-free space, the complainant would first need to sign up for an annual contract and then get entered into a draw.
Advertiser Response:	Although the advertiser engaged with Ad Standards during this process, there was no response from the advertiser addressing the complainant's concerns for Council to review.
Decision:	In the absence of information from the advertiser, Council considered the general impression conveyed by all three screenshots of the website submitted by the complainant. The property that the complainant had inquired about was advertised as one of the company's properties in various parts of the website, but the complainant was unable to rent the space at the advertised rate. The majority of Council members determined that the

	<p>advertisement was therefore misleading, as there was in fact no offer involving this property, and a contravention of Clause 1(a) of the Code.</p> <p>Some members of Council were of the view that because the advertisement stated that the offer for renting the space was “from” the advertised price, the offer may not have applied to all of the properties. However, this was not the opinion of the majority who found that the spaces for rent should have been available at the advertised rate when the property was specifically identified in the advertisement.</p>
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Health product
Region:	National
Media:	Television
Complaint(s):	1
Description:	The advertiser’s commercial promoted its product as an easy and efficient way to clean a particular medical device. The advertisement stated that an unclean device can cause sickness.
Complaint:	The complainant uses the medical device regularly, and alleged that the commercial incorrectly implied that no additional cleaning of the device was necessary after using the advertised product.
Advertiser Response:	In its response to Council, the advertiser submitted that its product was designed to supplement the recommended cleaning regimen advised by the manufacturers of the medical device. The commercial included a super describing the product as a disinfecting system and advising viewers to read the product’s user manual. The user manual referenced the cleaning guidelines from the device’s manufacturer.
Decision:	<p>Council appreciated the advertiser’s thorough response and evidence, and considered the complaint together with the advertiser’s submissions.</p> <p>In its assessment of the issue, Council considered the complainant’s view of the impression conveyed by the advertisement versus that of the advertiser. While the complainant alleged that the message conveyed no additional cleaning as necessary after using the advertiser’s product, the advertiser submitted that the commercial included a super directing viewers to</p>

	<p>read the product's user manual, which indicates to follow the medical device manufacturer's instructions.</p> <p>The majority of Council found that the general impression conveyed from the commercial as a whole was that the product was an easy, efficient, and full cleaning solution, as opposed to a supplemental system that was meant to augment the manufacturer's cleaning instructions.</p> <p>For these reasons, Council found the advertisement to be misleading, in contravention of Clause 1(a). Council further found that the omission of relevant information and lack of details around the additional steps required to ensure the medical device would be fully disinfected and will therefore not cause illness to be in violation of Clauses 1(b) and (c).</p>
Infraction:	Clause 1 (a), (b) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail
Region:	National
Media:	Social media - Instagram
Complaint(s):	1
Description:	The advertisement promoted a sale on its merchandise, with an image of a model wearing the advertiser's product.
Complaint:	The complainant alleged that the product featured in the ad was excluded from the sale. The advertiser's customer service informed the complainant that the product's manufacturer does not allow retailers to offer discounts on this product.
Advertiser Response:	In its response to Council, the advertiser submitted that it included qualifying language in other versions of the advertisement, but these qualifiers were inadvertently omitted from the Instagram platform.
Decision:	<p>Council appreciated the advertiser's response, and considered the complaint together with the advertiser's submissions.</p> <p>Council found that the general impression conveyed by the advertisement was that the featured product shown in the image was on sale. As such, Council was unanimous in its finding that there was a violation of Clause 1(a).</p>

	Council was also of the view that, in the Instagram post, the failure to mention limitations and exclusions from the sale was also a violation of Clause 1(c).
Infraction:	Clause 1 (a) and (c).

Clause 1: Accuracy and Clarity	
Advertiser:	Retailer
Industry:	Retail
Region:	Ontario
Media:	Out-of-Home
Complaint(s):	1
Description:	The advertiser promoted that consumers can take two years to pay for its services, interest free, with an asterisk next to the word 'free' and a corresponding disclaimer at the bottom of the advertisement.
Complaint:	The complainant alleged that the disclaimer was too small to be legible, given that the location of the advertisement at track level on the subway made it impossible to get close enough to read the small print.
Advertiser Response:	In its response to Council, the advertiser submitted the disclaimer for Council to consider.
Decision:	Council appreciated the advertiser's response and considered the content as well as the location of the advertisement. Council determined that the information in the disclaimer was relevant and important to ensuring the advertisement's message was clear and accurate. The disclaimer included significant conditions to the offer, and because it was not clearly legible, Council unanimously decided that the advertisement did not clearly state all pertinent details of the offer, in contravention of Clauses 1(c) and (d) of the <i>Code</i> .
Infraction:	Clause 1 (c) and (d).

Clause 1: Accuracy and Clarity	
Advertiser:	Travel
Industry:	Leisure service – Travel service
Region:	National
Media:	Website and Social Media
Complaint(s):	1
Description:	The advertiser’s website and social media platforms promoted an option for either a full refund or travel credit for cancellations.
Complaint:	Responding to the post, the complainant contacted the advertiser. The advertiser later changed its policy. The complainant alleged that he acted while the post was live, and yet the refund was not honoured. Instead, the complainant received a future travel credit.
Advertiser Response:	In its response to Council, the advertiser submitted that when the advertisement was posted on its social media channels, it was accurate and honoured. The post was later removed from social media once the refund policy was adjusted. The advertiser’s website was updated to reflect the change, but no new post was made about the change to social media.
Decision:	<p>Council appreciated the advertiser’s thorough response, and considered the complaint together with the advertiser’s submissions. Council acknowledged the advertiser’s ability to change the offer over time, in particular during the challenging times faced by the travel industry at the outset of the pandemic.</p> <p>In this case, the sequence of events was relevant to Council. When the complainant tried to receive the full refund, the advertisement was still posted on the advertiser’s social media platforms. The advertisement was live, and was only taken down later after the complainant’s request for a full refund had been submitted. This resulted in the complainant not being able to receive the offer as advertised. No correction was posted to social channels to identify that the underlying offer had changed; the only notice was on the advertiser’s website.</p> <p>As a result, Council was unanimous in its decision that the general impression conveyed by the advertisement was misleading in contravention of Clause 1(a) of the <i>Code</i>.</p>
Infraction:	Clause 1 (a).

Clause 1: Accuracy and Clarity	
Advertiser:	TV and Internet Service Provider
Industry:	Telecommunication
Region:	North West Territories
Media:	Website
Complaint(s):	1
Description:	The advertiser's website advertised different internet service packages.
Complaint:	The complainant alleged that the website advertisement for internet services did not disclose that consumers must also buy Cable TV in order to buy an internet package.
Advertiser Response:	<p>In its response to Council, the advertiser submitted that in previous versions of its website, it had disclosed that internet was an add-on service. Due to webpage redevelopment, that text was inadvertently removed. The advertiser submitted it had no intent to mislead consumers.</p> <p>According to the advertiser, in the past, technical issues prevented it from offering internet without Cable TV, but it recently developed a solution and can now offer the individual services to consumers.</p>
Decision:	<p>Council considered the complaint and the advertiser's submissions and appreciated the context provided by the advertiser. In assessing the truthfulness and accuracy of the website advertisement under Clause 1 of the <i>Code</i>, the concern is not with the advertiser's intent. Rather the focus is on the message as received or perceived, i.e. the general impression conveyed by the advertisement.</p> <p>According to Council, the general impression conveyed by the advertisement was that consumers could purchase only internet services from the advertiser, without Cable TV. At the time the complainant visited the website, it omitted the information that internet was an add-on service. It was not until the complainant called the advertiser that it became clear Cable TV and internet services were bundled together.</p> <p>For these reasons, Council unanimously determined the general impression of the advertisement to be misleading, in violation of Clauses 1 (a) and (b).</p>
Infraction:	Clause 1 (a) and (b).

Clause 1: Accuracy and Clarity Clause 4: Bait and Switch	
Advertiser:	Retailer
Industry:	Retail
Region:	National
Media:	Website
Complaint(s):	1
Description:	The advertiser's website advertised a product on sale, with a note that the price listed included shipping.
Complaint:	<p>The complainant alleged that after monitoring the availability of the product for one month before the sale was advertised, it was consistently listed as out of stock. The product was still out of stock when it went on sale and not available for purchase.</p> <p>The complainant also alleged that the webpage indicated the sale price included shipping, whereas the retailer's website advertised a free shipping policy for purchases over a set amount.</p>
Advertiser Response:	<p>In its response to Council, the advertiser confirmed that it ran a sale on the product at issue, which was part of a general sale for all products in that same category. According to the advertiser, it is not possible for them to exclude certain products that are out of stock from general sales on their website.</p> <p>The advertiser also submitted that the product in question was only sold online and not in its stores, and referred Council to its policy about products available exclusively online. As reflected in the policy, the advertiser has no control over the inventory of its online products, since its vendors control the supply.</p> <p>Regarding the shipping costs, the advertiser referred Council to its shipping policy, and submitted that when the price listed on its website states it includes shipping, then that product does not qualify for the free shipping policy.</p>
Decision:	<p>Council considered the complaint and the advertiser's thorough submissions.</p> <p>While Council appreciated the advertiser's perspective regarding the lack of predictability for inventory supplied by third party vendors, Council's focus was on the message as perceived by the consumer.</p> <p>According to Council, the general impression conveyed by the advertisement was that the product was available because it was included in the sale. Council further determined that the advertiser's shipping policy advertised across the website conveyed that all purchases over a set amount would qualify for free shipping. Both of these messages were contrary to</p>

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	<p>the reality of the consumer’s experience. The product was not available for purchase and if it were available, the free shipping policy would not apply to the purchase.</p> <p>Council also noted that the advertisement omitted relevant information regarding the exclusions that applied to both the product as an exclusively online item and the free shipping program, each of which triggered the policies outlined in its submission to Council.</p> <p>For these reasons, the majority of Council determined the general impression of the advertisement to be misleading, in violation of Clauses 1(a) and (b).</p> <p>Further, in its deliberations, Council considered Clause 4, Bait and Switch, which states that “Advertisements must not misrepresent the consumer’s opportunity to purchase the goods and services at the terms presented. If supply of the sale item is limited, or the seller can fulfill only limited demand, this must be clearly stated in the advertisement.” In this case, Council was unanimous in its decision that the advertisement misrepresented the consumer’s opportunity to purchase the item at the terms presented, in contravention of this clause.</p>
Infraction:	Clause 1 (a), (b) and Clause 4.

Clause 1: Accuracy and Clarity Clause 8: Professional or Scientific Claims	
Advertiser:	Health and Wellness Service Provider
Industry:	Health and Wellness Service
Region:	National
Media:	TV
Complaint(s):	1
Description:	The advertiser’s commercial promoted, through an interview-style conversation, the benefits of a certain type of testing towards improved results with the services provided.
Complaint:	The complainant alleged that scientific data did not support the conclusion that testing increases success.
Advertiser Response:	In its response to Council, the advertiser submitted that the support for the testing was provided in a testimonial based upon the genuine, personal opinion of the woman shown speaking in the commercial. The advertiser noted that the woman’s statement began with “I think...”

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	<p>The advertiser further submitted that the woman’s statement represented her opinion rather than a professional, scientific, or authoritative claim. Nevertheless, the advertiser also submitted evidence to substantiate its claims.</p>
Decision:	<p>Council appreciated the advertiser’s thorough response and comprehensive evidence, and considered the complaint together with the advertiser’s submissions.</p> <p>In the view of Council, the general impression conveyed by the advertisement was that if a consumer subscribed for additional testing, the services offered by the advertiser would be more successful. It was unclear to Council whether this was indeed a testimonial rather than a scripted actor portraying a fictitious consumer. Even if it were a testimonial, Council found that those viewing the commercial would be entitled to take as fact how effortless the program would be, and not just her giving her personal experience.</p> <p>For these reasons, Council was unanimous in its decision that the general impression conveyed by the advertisement was misleading in contravention of Clause 1(a) of the <i>Code</i>.</p> <p>Council also considered the scientific claims made in the advertisement under Clauses 1 (e) and 8 of the <i>Code</i>. Under Clause 1 (e), all advertising claims and representations must be supported by competent and reliable evidence. Under Clause 8, Professional or Scientific Claims, advertising claims must not imply that they have a scientific basis that they do not truly possess. A majority of Council members determined that the nature of the conversation between the two women in the advertisement was a representation of scientific fact, not personal opinion. These Council members found that the scientific data provided to substantiate the claims did not sufficiently show a correlation between available scientific literature to facts specific to the advertiser’s actual testing and success of the services provided. On this basis, a majority of Council found the advertisement to contravene Clauses 1 (e) and 8 of the <i>Code</i>.</p>
Infraction:	Clause 1 (a), (e) and 8.

Clause 1: Accuracy and Clarity Clause 10: Safety	
Advertiser:	Car Manufacturer
Industry:	Automotive
Region:	National
Media:	Television
Complaint(s):	1
Description:	The advertiser’s TV commercial promoted its vehicle driving in winter conditions with snow and ice.

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Complaint:	The complainant alleged that the commercial encouraged unsafe driving by implying that the advertiser's vehicle would be safe on the roads during snowy and icy weather conditions.
Advertiser Response:	In its response to Council, the advertiser submitted that the commercial depicted professional drivers driving the advertised vehicle on a closed course in a manner that was safe. The commercial promoted the safety features for buyers concerned with Canadian winter driving.
Decision:	<p>Council appreciated the advertiser's response, and considered the complaint together with the advertiser's submissions. Council also considered the application of Interpretation Guideline #4 (Alleged Infractions of Clauses 10 or 14: Motor Vehicle Advertising) in this case. While Council acknowledged the advertiser's message about the safety of the vehicle in snowy conditions, Council was of the view that the imagery in the commercial was more extreme than regular snowy road conditions. In the majority of Council's view, the overall effect of the commercial with the imagery and statements made was to glamourize driving on unsafe roads. As such, the majority of Council determined that the commercial displayed a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe or dangerous practices, in violation of Clause 10 of the <i>Code</i>.</p> <p>Further, the majority of Council determined that the disclaimer was not clearly legible, in violation of Clause 1 (d) of the <i>Code</i>.</p> <p>A minority of Council found that the call outs to the safety features of the vehicle combined with the way the commercial was shot made it clear that it was filmed on a closed course and was not encouraging unsafe practices. However, this was not the majority opinion.</p>
Infraction:	Clauses 1 (d) and 10.

Clause 1: Accuracy and Clarity Clause 11: Superstitions and Fears

Advertiser:	Food
Industry:	Ecommerce
Region:	National
Media:	Social Media
Complaint(s):	2
Description:	The Instagram and Facebook advertisements included a quotation from a well-known publication, which warned that the COVID-19 pandemic will cause mass food shortages. Beneath the quotation, the advertisements posed a question to consumers about whether

	they were ready for these mass shortages, and the call to action was to stock up on the advertiser's products.
Complaint:	The complainants alleged that the advertisement was designed to play upon people's fears surrounding the COVID-19 pandemic and the possibility of food shortages by making statements that were not truthful.
Advertiser Response:	In its response to Council, the advertiser submitted that as a new company, it is constantly changing its branding and messaging, and it may not have adequately considered the weight of its message in the advertisements at issue. The advertiser further submitted it is in the process of rebranding, and will take into consideration Clause 11 (Superstitions and Fears) of the <i>Code</i> in its future advertisements.
Decision:	<p>Council appreciated the advertiser's commitment to use the <i>Code</i> for guidance in the future and considered the complaint together with the advertiser's submissions, taking into consideration the context in which the advertisements appeared, which was a global pandemic due to COVID-19.</p> <p>According to Council, it was misleading to use a quotation from a well-known publication without substantiation. The general impression conveyed by the advertisement – that mass food shortages are inevitable – was unanimously found to be untruthful and misleading in contravention of Clause 1(a).</p> <p>Further, the combination of the quotation selected, the question posed as to whether consumers are prepared, and the urgent call to action, stoked fear in the viewer. For these reasons, Council was unanimous in its finding that the advertisements played upon fears to mislead the consumer in contravention of Clause 11 of the <i>Code</i>.</p>
Infraction:	Clause 1(a) and Clause 11.

Clause 1: Accuracy and Charity
Clause 11: Superstitions and Fears
Clause 14: Unacceptable Depictions and Portrayals

Advertiser:	Retailer
Industry:	Retail
Region:	British Columbia
Media:	Television
Complaint(s):	1

Description:	<p>The television commercial promoted the advertiser’s face masks. Several claims raised potential issues under the Code. First, the country of manufacture was compared to masks made in China, suggesting that products made in China are of an inferior quality. Second, the advertisement promoted the masks as machine-washable, claiming that consumers would save the environment using this type of reusable mask but also that the environment is of a lesser concern now. Last, the advertisement claimed that the masks are infused with zinc to help stop bacteria, and that consumers would get the “best” protection from the advertiser’s masks.</p>
Complaint:	<p>The complainant alleged that suggestion in the advertisement that consumers should disregard the environment and worry about saving themselves was disrespectful and irresponsible.</p>
Advertiser Response:	<p>In its response to Council, the advertiser stated that the masks are manufactured in Canada, and made with zinc. According to the advertiser, the advertised masks offer better protection than a cotton matrix fiber, because of the nonwoven polypropylene. The advertiser further submitted evidence to substantiate its claims about the efficacy of non-woven polypropylene and zinc.</p>
Decision:	<p>Council appreciated the advertiser’s thorough response and substantiation, and considered the complaint together with the advertiser’s submissions bearing in mind the context in which the advertisement aired, which was the global COVID-19 pandemic.</p> <p>Council first considered Clause 1(a), which states that advertisements must not contain inaccurate, deceptive or otherwise misleading claims. While the commercial states that the masks are made in the United States and Germany, the advertiser stated that they were made in Canada. Due to the inconsistency between the claims made in the advertisement and the information provided in the advertiser’s response, Council unanimously found this claim to be misleading.</p> <p>Council also considered the claims about how protective the advertiser’s masks were under Clause 1(a), and found that the advertiser’s materials sufficiently substantiated the claims that its masks were infused with zinc, and that zinc could help to stop the growth of bacteria and other microbes. However, the advertiser’s statement that its masks offer the “best” protection (the ‘best’ claim) and implication that it would stop viral particles from entering the mask, went further than what was supported by the substantiation provided. In Council’s view, while it is possible that a best-in-the-category type of claim can be received or perceived as puffery in certain instances, this is not the case in this advertisement. Specifically, this commercial aired during a global pandemic at a time when masks were necessary for public safety. The ‘best’ claim therefore required substantiation, and claims about protection must be qualified, if not absolute. Materials to support these claims were not provided to Council.</p> <p>As such, the majority of Council found the ‘made in’ claim and the ‘best’ claim to be misleading, in contravention of Clause 1(a) of the <i>Code</i>.</p> <p>Next, Council considered the ‘made in’ claim under Clause 14 (c), as the advertisement compared the advertiser’s masks to all those that are allegedly made in China and of poorer quality. In looking at this part of the advertisement holistically – the statements made combined with the text that appeared – a majority of Council found that the advertisement made negative implications about goods made in China, in violation of Clause 14 (c) of the <i>Code</i>.</p> <p>Council further determined that the ‘best’ claim, combined with the disparaging comments about other masks that are made in China, played upon fears to mislead the consumer in contravention of Clause 11 of the <i>Code</i>.</p>

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	In its evaluation of the scenes and statements about the environment, Council did not find a <i>Code</i> violation.
Infraction:	Clause 1(a), Clause 11, and Clause 14(c)

Clause 3: Price Claims	
Advertiser:	Car Dealership
Industry:	Automotive - General
Region:	National
Media:	Online & Website
Complaint(s):	1
Description:	Ads on the advertiser's website and a third party website both showed a drop in price for the car of interest to the complainant.
Complaint:	The complainant alleged that in calling the dealership and making inquiries in person, the lower price was confirmed. After a test drive, the sales representative met with the manager of the car dealership and returned to the complainant with the paperwork for the car, which showed that the cost had increased by several thousand dollars. This new price was closer to the original list price.
Advertiser Response:	In its response to Council, the advertiser submitted that the matter had been resolved. The client returned to the dealership and purchased the car, and the discrepancy in pricing was due to an error online.
Decision:	<p>Council considered the complaint and the advertiser's submissions under Clause 3, Price Claims, of the <i>Code</i>. The fact that the complainant purchased the vehicle is not relevant to a determination under the <i>Code</i>.</p> <p>In the case of an error in pricing, to ensure the advertisement is no longer deceptive for consumers, advertisers should both appropriately amend the advertisement and publish a correction notice as described under "The Consumer Complaint Procedure" on the Ad Standards website. The advertiser in this case did amend the price in its advertisement but there was no corrective advertisement published to notify consumers of the pricing error after it occurred.</p>

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	On this basis, Council was unanimous in its decision that there was a violation of Clause 3 (a) of the <i>Code</i> .
Infraction:	Clauses 3 (a).

Clause 10: Safety Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Manufacturer
Industry:	Automotive
Region:	National
Media:	Television
Complaint(s):	1
Description:	The advertisement included a scene with a dog jogging alongside his/her owner through a park without a leash.
Complaint:	The complainant alleged that the advertiser was advocating behaviour which endangers public safety.
Advertiser Response:	In its response to Council, the advertiser submitted that the advertisement intended to illustrate that with the right tools, otherwise dangerous conditions can be navigated safely, as shown by a runner with appropriate gear running safely with the well-trained dog running by the runner's side without a lead, also.
Decision:	<p>Council considered the complaint and the advertiser's submissions. It was left open whether the area shown in the commercial could be an off-leash dog park. The majority of Council found that in the absence of any indication to the contrary (e.g. signage), the advertisement seemed to show the dog off-leash in an area which would, in many jurisdictions including where the complainant resides, violate applicable bylaws. Council also expressed concern that the runner in full stride on ice depicted unsafe behaviour. As such, the majority of Council found that the advertisement exhibited indifference to unlawful behaviour and encouraged unsafe practices, each in contravention of the <i>Code</i>.</p> <p>A minority of Council members found that the advertisement left open the possibility that the commercial was shot in an off-leash area, in spite of the other dogs shown on leash, and the advertisement therefore did not promote anything unsafe or unlawful. However, this was not the prevailing view of Council.</p>
Infraction:	Clauses 10 and 14(b).

Clause 10: Safety Clause 14: Unacceptable Depictions and Portrayals	
Advertiser:	Manufacturer
Industry:	Automotive
Region:	National
Media:	Television
Complaint(s):	1
Description:	The advertisement showed the car being driven through city streets, turning, stopping, and reversing.
Complaint:	The complainant alleged that the advertiser was advocating behaviour which endangers public safety through aggressive driving.
Advertiser Response:	In its response to Council, the advertiser submitted that the advertisement intended to promote its newly designed car and new automatic braking feature. Throughout the commercial, the driver was fully engaged with the vehicle, the braking system was shown in a safe manner, and an on-screen disclaimer highlighted the fact that this was a professional driver on a closed course. The intent was a message of empowerment rather than aggressiveness.
Decision:	<p>Council considered the complaint and the advertiser's submissions under the <i>Code</i> and <i>Interpretation Guideline #4</i>.</p> <p>The majority of Council determined that throughout the commercial, aggressive and reckless driving was depicted. Council expressed concern specifically over the scenes showing a fast turn through a pedestrian cross walk with pedestrians present at the corner, and the car appearing to speed past and cut in front of other cars on a city street. Also of note was the tone of alarm in the voice of the passenger as the car reversed, seemingly to avoid the traffic ahead.</p> <p>While the disclaimer notified viewers that the commercial was filmed on a closed course, Council felt this was not sufficient to offset the unsafe driving practices shown. As noted in Ad Standards' Advisory Re Automobile Advertising, a disclaimer "will not likely be sufficient to change the general impression of a commercial that communicates to consumers: "You too can and should drive this way", (and will be able to if you buy the advertised vehicle!)." This was the take away of a majority of the Council. As such, the majority of Council found that the advertisement exhibited indifference to unlawful behaviour and encouraged unsafe practices, each in contravention of Clauses 10 and 14 (b) of the <i>Code</i>.</p>

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Appeal:	<p>An appeal hearing was requested by the advertiser.</p> <p>The Appeal Panel carefully considered the further submissions in the advertiser's appeal and reconsidered Council's original decision against the <i>Code</i> and <i>Interpretation Guideline #4</i>. Upon review of the material, the majority of Panel members did not find the advertiser's submission to be persuasive in warranting a departure from the Council's decision.</p> <p>The advertiser submitted that the commercial featured an actress who represents a hard working person with the confidence to fight for her dreams. While the Panel understood the message of empowerment the advertiser attempted to convey, the majority of the Panel concluded that this was demonstrated with a disregard to safe driving practices. The Panel echoed Council's original concerns regarding safety in the scenes with the pedestrians present at the corner of the crosswalk and the passenger's tone of alarm in the car.</p> <p>As such, the majority of the Panel found that the advertisement encouraged vehicle use that was aggressive and could reasonably be interpreted as encouraging unsafe driving practices, in contravention of Clauses 10 and 14(b) of the <i>Code</i>.</p>
Infraction:	Clauses 10 and 14(b).