



# 2003

## Ad Complaints Report

### WHAT'S IN THIS REPORT

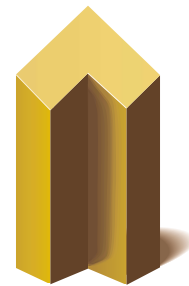
This report contains statistical information about consumer complaints submitted to ASC in 2003 for review under the Consumer Complaint Procedure. The report also includes case summaries about complaints upheld by the National and Regional Consumer Response Council (Councils) from January 1, 2003, through December 31, 2003.

The case summaries are divided into two sections of this report.

The “Upheld Complaints” section provides details about those consumer complaints that were upheld by Councils under the *Canadian Code of Advertising Standards (Code)*. Where provided, an “Advertiser’s Statement” is included.

The “Advertiser Action” section summarizes consumer complaints upheld by Councils without identifying the advertiser or the advertisement. In these cases, the advertiser either withdrew or appropriately amended the advertisement after being advised by ASC that a complaint has been received, but before the matter was brought forward for Council review.

Report also available at [www.adstandards.com](http://www.adstandards.com)



ADVERTISING STANDARDS  
CANADA

### 2003 HIGHLIGHTS

- A total of 1133 complaints (about 716 advertisements) were received from consumers.
- Councils upheld 131 complaints about 57 advertisements.
- 40% of consumers' complaints came from Ontario, followed by 21% from Quebec, 13% from British Columbia, and 9% from Alberta.
- Retail advertising attracted the most complaints (186). Advertising in the Food category followed with 124 complaints, and Personal and Proprietary product advertising placed third with 100 complaints.
- Advertising on television attracted the highest number of complaints (588), followed by out-of-home advertising with 179 complaints.

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ADVERTISING STANDARDS CANADA

## TO OBTAIN COPIES OF THE *CODE*

Visit ASC's Website at [www.adstandards.com](http://www.adstandards.com)

Call toll-free and leave a message on ASC's automated information line at 1-877-656-8646, or contact:

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## NATIONAL AND REGIONAL COUNCILS

**National Consumer Response Council**  
c/o ASC's Toronto Office

**French Canada Consumer Response Council**  
c/o ASC's Montreal Office

**British Columbia Consumer Response Council**  
P.O. Box 3005, Vancouver, BC V6B 3X5

**Alberta Consumer Response Council**  
P.O. Box 2400, Station M, Calgary, AB T2P 0W8

**Atlantic Consumer Response Council**  
P.O. Box 701 Central, Halifax, NS B3J 2T3

The 2003 *Ad Complaints Report* is published by Advertising Standards Canada, the industry body committed to creating and maintaining community confidence in advertising.

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## ABOUT ADVERTISING STANDARDS CANADA

ASC is the not-for-profit industry body committed to creating and maintaining community confidence in advertising. Its mission is to ensure the integrity and viability of advertising through industry self-regulation. ASC members include Canada's leading advertisers, communications and advertising agencies, media organizations, and suppliers to the advertising sector.

### CANADIAN CODE OF ADVERTISING STANDARDS

The *Code* is the principal instrument of advertising self-regulation in Canada. Developed by and for the advertising industry, the *Code* sets the criteria for acceptable advertising and forms the basis upon which advertising is evaluated in response to consumer complaints. The *Code* was first published in 1963, and is revised and updated on a regular basis.

### RESPONDING TO CONSUMERS' COMPLAINTS ABOUT ADVERTISING

The key to maintaining public confidence in advertising is an effective and responsive consumer complaints process. In keeping with its mandate, ASC responds to all written complaints from consumers regarding advertising.

Upon receipt of a consumer's complaint, ASC's Standards Division staff evaluate the advertising against the provisions of the *Code*. If, based on the cited concern, a potential issue is identified under a *Code* clause (other than Clauses 10 or 14), the advertiser is requested to respond to ASC regarding the merits of the complaint.

Following receipt of the advertiser's response, complaints that raise a *Code* issue are referred to one of the Consumer Response Councils for review and adjudication. These independent Councils are composed of senior industry and public representatives, who volunteer their time to support the self-regulatory process. (See page 20 for a listing of Council members.)

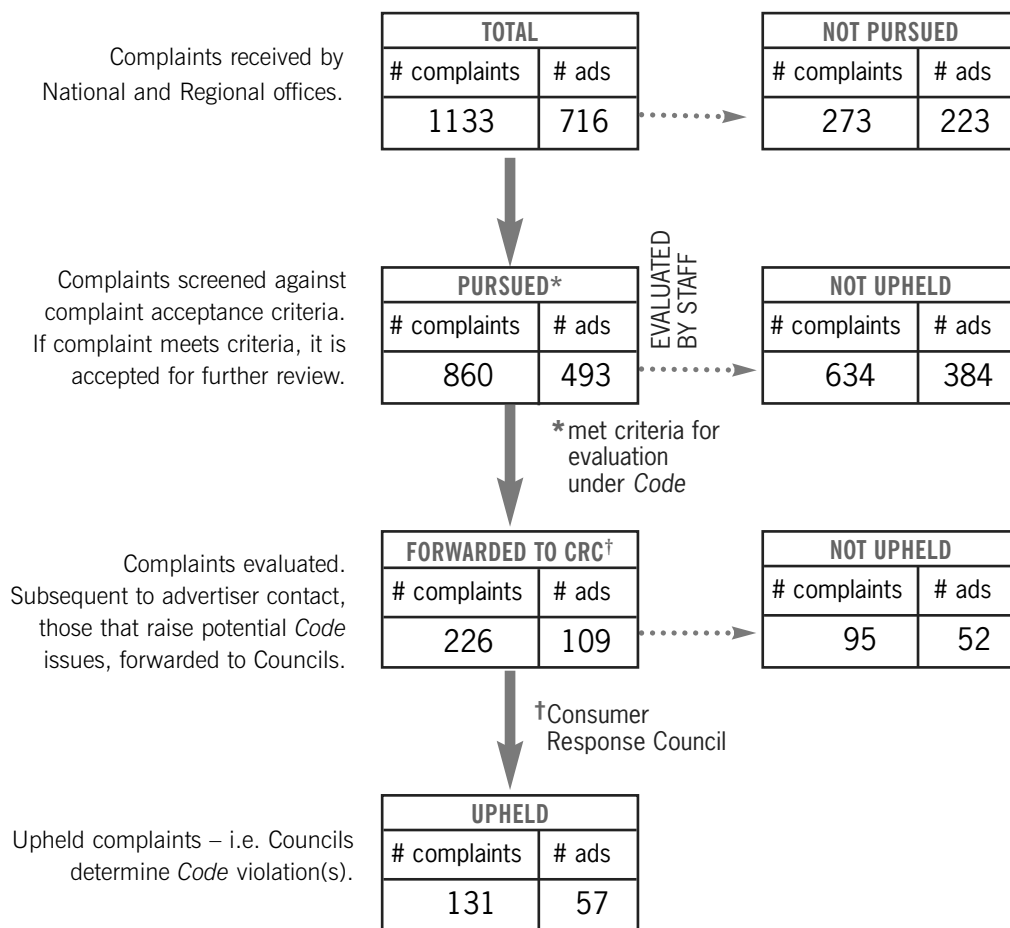
For complaints that raise potential issues under Clauses 10 or 14, the advertiser is provided the opportunity to share its insights about the advertising with the complainant. (In cases where the complainant has not granted express permission for the advertiser to communicate directly with him or her, ASC serves as an intermediary between the complainant and the advertiser.) Complainants who are not satisfied with the advertiser's response may request Council adjudication. In these cases, Standards Division staff re-evaluate the advertising against the applicable *Code* provision(s) to determine whether or not to forward the matter to Council.

If a Council determines that an advertisement violates the *Code*, the advertiser is asked to appropriately amend or withdraw it. An appeal mechanism is available to advertisers or consumers who wish to appeal a Council decision.

On the rare occasion an advertiser does not comply with a decision, the exhibiting media are notified and generally will not broadcast or display the advertisement.

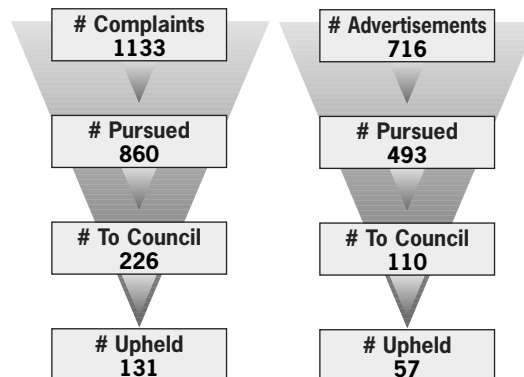
# STATISTICS 2003

## CONSUMER COMPLAINTS TO ASC



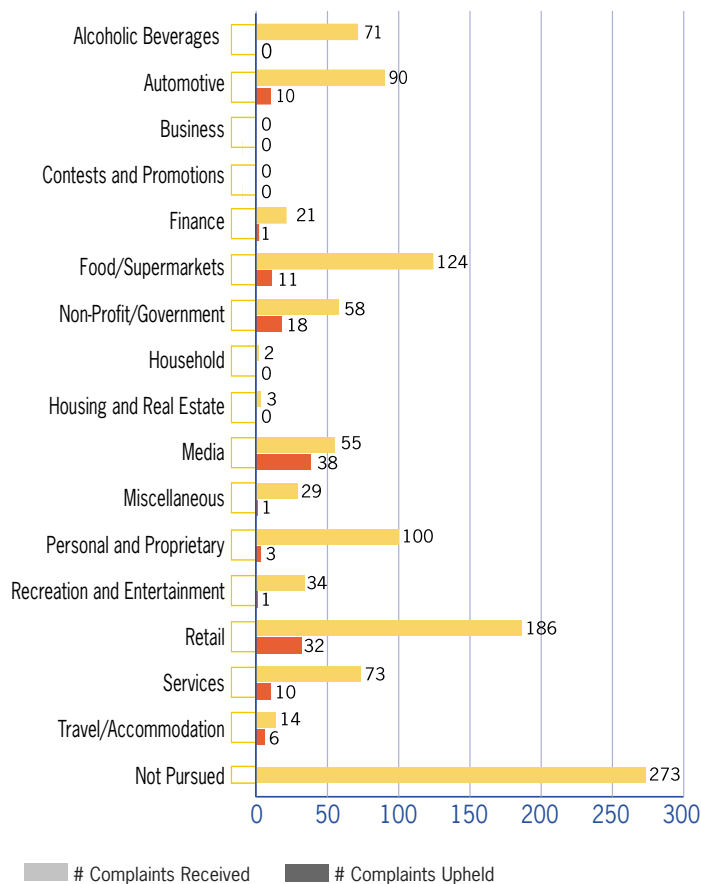
## COMPLAINTS SUMMARY

	COMPLAINTS		ADVERTISEMENTS	
	#	%	#	%
UPHELD	131	12%	57	8%
NOT UPHELD	1002	88%	659	92%
TOTAL	1133	100%	716	100%



# YEAR IN REVIEW 2003

## 2003 COMPLAINTS by Category (Received 1133, Upheld 131)



In 2003, ASC received 1133 consumer complaints about 716 advertisements. While this is a notable decline from the unprecedented volume seen in 2002 (1828), it represents a return to complaint levels seen in 2001 and 2000 (1164 and 1143 respectively).

The percentage of complaints upheld by Councils was relatively consistent with the previous year (12% in 2003 versus 11% in 2002).

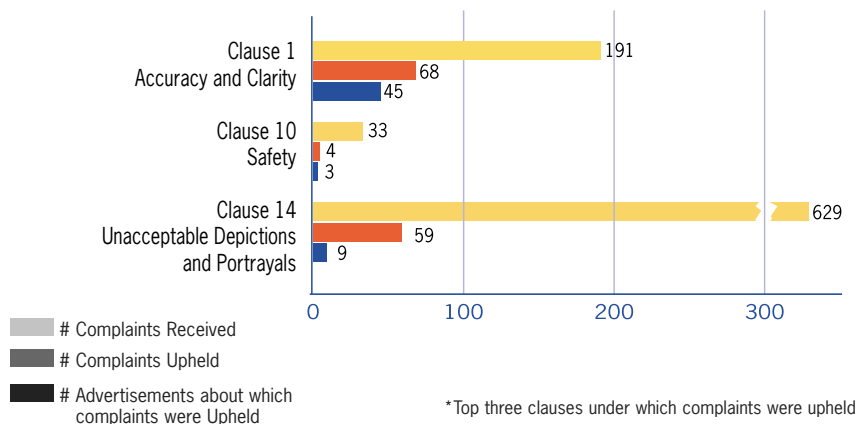
## Complaints by Top Three Code Clauses

As in previous years, more complaints were received and reviewed under Clause 14 (Unacceptable Depictions and Portrayals) than any other *Code* clause (629).

The vast majority of these complaints related to specific advertisements that individual consumers found personally distasteful. But personal dislike for an advertisement, in and of itself, does not give rise to a *Code* issue. In fact, Clause 14 of the *Code* specifically recognizes that “advertisements may be distasteful without necessarily conflicting with the provisions of this clause...” In 2003, Councils upheld 59 complaints about 9 advertisements under this clause – fewer complaints than in each of the four previous years.

Under Clause 1 (Accuracy and Clarity), 191 complaints were received – about the same number as in 2002. However, Council upheld twice as many complaints under Clause 1 (68 versus 34). As well, more advertisements were found to contravene this clause in 2003 than in 2002 (45 versus 35).

## 2003 COMPLAINTS by Code Clause\*



“... personal dislike for an advertisement, in and of itself, does not give rise to a *Code* issue.”

Most of the complaints upheld under this clause involved advertisements that Councils found to be inaccurate, omitted relevant information, or lacked clarity.

2003 saw the fewest number of complaints submitted under Clause 10 (Safety) than in any of the last five years – 33. Of these, 4 were upheld about 3 ads.

## Complaints by Product Category

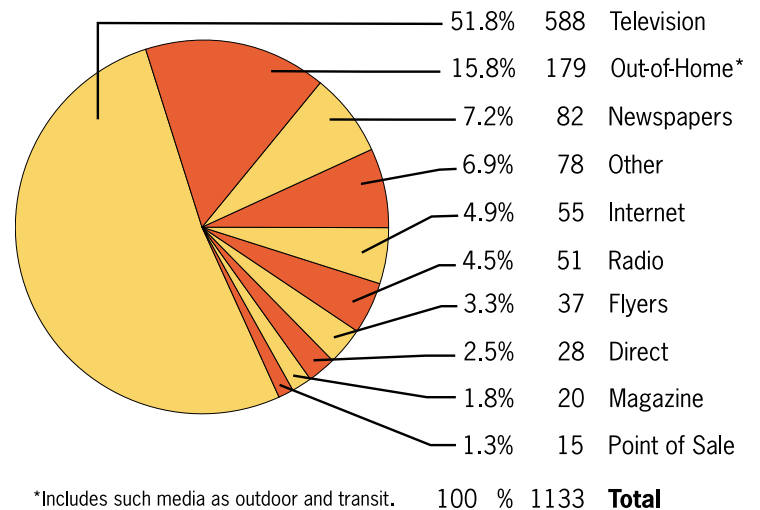
In 2003, more complaints about advertisements in the Retail category were received from consumers than any other category – 186. This was followed by advertising in the Food category, which generated 124 complaints, and the Personal & Proprietary category, which attracted 100 complaints. Last year's leader – the Media category, was a distant eighth with 55.

## Complaints by Media

In 2003, advertising on television garnered the most complaints (588). The out-of-home medium, which attracted the highest number of complaints in 2002, was second, with 179 complaints. In third place was newspaper advertising with

82 complaints. Complaints about advertising on the Internet have been increasing since 1999 when ASC received a handful of complaints. In 2003, 55 complaints were submitted about Internet advertising. Most of these related to price advertising by online retailers.

### 2003 COMPLAINTS RECEIVED - MEDIA DISTRIBUTION



# PRICE ADVERTISING ISSUES

## After-Rebate Pricing

Increasingly, consumers are voicing concerns about allegedly misleading price advertising that uses language in offers such as “regular price”, “manufacturer’s rebate”, “after rebate pricing”, “credit”, and “savings”, in such ways as to leave consumers confused about the real end-cost to them for the advertised goods or services. In several cases, in order to receive the so-called “credit”, customers had to purchase extra services in addition to the purchased goods.

Consumers also complained to ASC they had been misled by certain advertisements because:

- The disclaimer or explanatory language was hard to find, difficult or too small to read, and confusing at best, or non-existent at worst.
- Where and how sales taxes applied to these offers and whether taxes were calculated on the pre-rebate price or on

the after-rebate cost to the consumer, was not clearly explained.

In 2003, Council upheld a number of complaints about unclear after-rebate price advertising under the provisions of Clause 1 of the *Canadian Code of Advertising Standards (Code)*.

“...in order to receive the so-called ‘credit’, customers had to purchase extra services...”

Certain principles have emerged from recent Council decisions that can provide guidance to advertisers and information to consumers. For example, it is acceptable in advertising to state a “savings” in relation to the “original price” if there was an original price and it was correctly stated. However, in Council’s view, it is unacceptable under the *Code* if the claimed savings are linked to a “special price” that is artificial and unattainable in real dollar terms.

“...at what point in the order, payment and delivery process does a consumer know, for sure, what the product is going to cost the consumer if that cost was different from the advertised price?”

reserved the right to correct the price at any time.

Council expressed its serious reservation and concern about disclaimer language like this. If accepted at face value, it appeared to Council that the advertiser was telling its prospective customers not to rely on the accuracy of any product-related information on its Website; and that the

advertiser would not be accountable to customers if the Website information was incorrect.

The following checklist is intended to help advertisers develop “after-rebate” advertising that complies with Clause 1 of the *Code*.

- Is the advertised, special after-rebate price attainable by those who take advantage of the offer; or is it artificial?
- Is the starting price clearly and correctly disclosed?
- Is the method of calculating the special price clearly illustrated?
- Are key terms, conditions and limits of the offer clearly, prominently and understandably presented?
- Does asterisked or footnoted information contradict more prominent aspects of the advertised offer?

## Buyer Beware

In this past year, a number of other consumer complaints resulted from retail-style advertising on the Web in which disclaimer, or qualifying, language was very difficult to find, and when found, was hard to believe.

Typical of this kind of advertisement was a disclaimer that read:

*“The prices [on our website] are subject to error.”*

The advertisement went on to state that since the advertiser wouldn’t sell products at incorrectly stated prices the advertiser

In Council’s view, advertising of this kind raised a number of consumer issues that need to be addressed by advertisers in their advertisements. Among them is the question (unanswered in this ad) whether a sale is consummated (at the advertised price) when the product is delivered to the consumer’s home; or when the advertiser accepts both the order and payment (by credit card) via the Web. Or, is the “deal” made at some other time? In other words, at what point in the order, payment, and delivery process does a consumer know, for sure, what the product is going to cost the consumer if that cost was different from the advertised price?

The principle derived from Council’s decision in this case warrants being restated in this year-end report. Council disagreed with the advertiser’s contention that the final price is the price in effect when the product is delivered to the consumer’s home. In Council’s view, consumers are entitled to expect that their purchase is consummated when the advertiser accepts the customer’s Web-placed order and payment. If advertisers have a different policy on retail selling via the Internet, at the very least they should make a clear statement of their policy, legibly written and presented, in a location that is very close to the price offer or linked to it by some obvious means (such as an asterisk or other symbol). Where applicable, advertisers on the Internet are obligated to inform their readers in unequivocal language and in an obvious way that the advertiser’s Website offer is extremely restricted and limited. In other words, in cases like these, advertisers should be warning buyers to beware.

It was important to Council for advertisers on the Web to understand that under the *Code* the standards governing Website advertising, while they may not be higher standards, are by no means lower or different from the standards applicable to advertising in television, print, or any other media.

# KEEPING THE *CODE* CURRENT

## The Code – Celebrating 40 Years of Self-Regulation

2003 marked the fortieth anniversary of the first publication of the *Canadian Code of Advertising Standards*.

The 1963 *Code* resulted from a unique partnership among the major advertising industry and media organizations. Recognizing the power of advertising as an economic driver and influencer of consumer choice and purchase decisions, the advertising industry understood the need to harness this force in an ethical and responsible manner. Thus, the *Code* was created as the industry standard for acceptable advertising.

A quote from the background of the 1963 *Code* eloquently expressed the original creators' intent:

*“For Canadian industry, advertising represents a potent communications and selling force. In a highly competitive economy, it is the advertiser’s primary tool in persuading consumers to purchase the country’s output of goods and services...At the same time, the steady growth of advertising volume brings with it some special responsibilities to Canadian families. The average citizen is now exposed to several hundred advertising messages a day... Through the adoption of this new [Code], the participating organizations undertake to apply the highest ethical standards to the preparation and execution of Canadian advertising. It is their desire to further heighten the believability and integrity of advertising in Canada and thereby make it an even more effective influence in the economic growth of the nation”.*

The world was quite a different place in 1963. Lester B. Pearson succeeded John Diefenbaker as Prime Minister of Canada. In the United States, 1963 marked what would become a tumultuous period, beginning with the assassination of U.S. President John F. Kennedy.

Indeed, the times were changing. The '60s witnessed the development of technological innovations in telecommunications that would have a dramatic impact on society and consumer behaviour. The baby-boomer generation tuned in to Rock and Roll on AM transistor radios, and was the first generation to grow up on a steady diet of television. Programmes such as the Ed Sullivan Show, Bonanza, and, of course, Hockey Night in Canada, became family viewing staples. The satellite, Telstar, was launched in 1962, enabling worldwide broadcasting, and 1966 saw the first colour television transmission in Canada. To the average consumer of the day, personal computers, the Internet, and instant messaging would have seemed the stuff of science fiction.

The revolution in communications technology over the past forty years contributed to fundamental marketplace changes. 21st century consumers are savvy and knowledgeable and have

more access to advertising and information about products and services than ever before.

Technological changes have also driven changes in the advertising environment. Unlike 1963, consumers are now exposed to thousands of advertising messages a day. From e-mail advertising, to advertising on eggs, and even on baby carriages, advertising has become ubiquitous!

As our world has changed, so too has our *Code*. Over the years, the advertising industry regularly updated and modernized the *Code* to keep it contemporary and relevant.

Throughout these forty years, consumers and advertisers have been well served by an ever-evolving *Code* that is the tangible expression of the Canadian advertising industry's ongoing commitment to responsible advertising.

“ Throughout these forty years, consumers and advertisers have been well served by an ever-evolving *Code*...”

## 2003 Code Revision

Consistent with ASC's commitment to ensure that the *Code* keeps pace with the changing advertising environment and evolving public attitudes, in 2002, ASC's Board of Directors struck a Task Force to review the *Code* and consumer complaint handling procedures.

The Task Force undertook a comprehensive review of self-regulatory codes and systems in Canada and around the world, and solicited input from advertisers, advertising agencies, and the Consumer Response Councils. This effort culminated in recommendations that formed the basis for the *2003 Code Revision*, which was approved by ASC's Board last April. A summary of the key amendments can be found on ASC's Website – [www.adstandards.com](http://www.adstandards.com) – in the “Highlights” section.

In addition, the *Code* will now be supplemented by Interpretation Guidelines, developed to assist the industry, the public, and Councils to consistently interpret and apply the *Code* clauses. To date, one Guideline has been developed. Additional Guidelines will be developed on an as-needed basis, based on precedent and experience.

**Interpretation Guideline #1.** *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.*

# THE CODE

## EXCERPTS

### *Canadian Code of Advertising Standards – MAY 2003*

The *Code* is widely supported by all participating organizations, and is designed to help set and maintain standards of honesty, truth, accuracy, fairness and propriety in advertising.

No advertising that contravenes this *Code* shall be prepared or knowingly exhibited by the participating organizations.

The provisions of the *Code* should be adhered to both in letter and in spirit. Advertisers and their representatives must substantiate their advertised claims promptly when requested to do so by Council.

#### 1. ACCURACY AND CLARITY

- (a) Advertisements must not contain inaccurate or deceptive claims, statements, illustrations or representations, either direct or implied, with regard to a product or service. In assessing the truthfulness and accuracy of a message, the concern is not with the intent of the sender or precise legality of the presentation. Rather, the focus is on the message as received or perceived, that is, i.e. the general impression conveyed by the advertisement.
- (b) Advertisements must not omit relevant information in a manner that, in the result, is deceptive.
- (c) All pertinent details of an advertised offer must be clearly and understandably stated.
- (d) Disclaimers and asterisked or footnoted information must not contradict more prominent aspects of the message and should be located and presented in such a manner as to be clearly visible and/or audible.
- (e) Both in principle and practice, all advertising claims and representations must be supportable. If the support on which an advertised claim or representation depends is test or survey data, such data must be reasonably competent and reliable, reflecting accepted principles of research design and execution that characterize the current state of the art. At the same time, however, such research should be economically and technically feasible, with due recognition of the various costs of doing business.
- (f) The entity that is the advertiser in an advocacy advertisement must be clearly identified as the advertiser in either or both the audio or video portion of the advocacy advertisement.

#### 2. DISGUISED ADVERTISING TECHNIQUES

No advertisement shall be presented in a format or style that conceals its commercial intent.

#### 3. PRICE CLAIMS

- (a) No advertisement shall include deceptive price claims or discounts, unrealistic price comparisons or exaggerated claims as to worth or value. “Regular Price”, “Suggested Retail Price”, “Manufacturer’s List Price” and “Fair Market Value” are deceptive terms when used by an advertiser to indicate a savings, unless they represent prices at which, in the market place where the advertisement appears, the advertiser actually sold a substantial volume of the advertised product or service within a reasonable period of time (such as six months) immediately before or after making the representation in the advertisement; or offered the product or service for sale in good faith for a substantial period of time (such as six months) immediately before or after making the representation in the advertisement.
- (b) Where price discounts are offered, qualifying statements such as “up to”, “XX off”, etc., must be in easily readable type, in close proximity to the prices quoted and, where practical, legitimate regular prices must be included.
- (c) Prices quoted in advertisements in Canadian media, other than in Canadian funds, must be so identified.

#### 4. BAIT AND SWITCH

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 fulfil only limited demand, this must be clearly stated in the advertisement.

## 5. GUARANTEES

No advertisement shall offer a guarantee or warranty, unless the guarantee or warranty is fully explained as to conditions and limits and the name of the guarantor or warrantor is provided, or it is indicated where such information may be obtained.

## 6. COMPARATIVE ADVERTISING

Advertisements must not, unfairly, discredit, disparage or attack other products, services, advertisements or companies, or exaggerate the nature or importance of competitive differences.

## 7. TESTIMONIALS

Testimonials, endorsements or representations of opinion or preference, must reflect the genuine, reasonably current opinion of the individual(s), group or organization making such representations, and must be based upon adequate information about or experience with the product or service being advertised, and must not otherwise be deceptive.

## 8. PROFESSIONAL OR SCIENTIFIC CLAIMS

Advertisements must not distort the true meaning of statements made by professionals or scientific authorities. Advertising claims must not imply that they have a scientific basis that they do not truly possess. Any scientific, professional or authoritative claims or statements must be applicable to the Canadian context, unless otherwise clearly stated.

## 9. IMITATION

No advertiser shall imitate the copy, slogans or illustrations of another advertiser in such a manner as to mislead the consumer.

## 10. SAFETY

Advertisements must not without reason, justifiable on educational or social grounds, display a disregard for safety by depicting situations that might reasonably be interpreted as encouraging unsafe or dangerous practices, or acts.

## 11. SUPERSTITION AND FEARS

Advertisements must not exploit superstitions or play upon fears to mislead the consumer.

## 12. ADVERTISING TO CHILDREN

Advertising that is directed to children must not exploit their credulity, lack of experience or their sense of loyalty, and must not present information or illustrations that might result in their physical, emotional or moral harm.

Child-directed advertising in the broadcast media is separately regulated by the *Broadcast Code for Advertising to Children*, also administered by ASC. Advertising to children in Quebec is prohibited by the *Quebec Consumer Protection Act*.

## 13. ADVERTISING TO MINORS

Products prohibited from sale to minors must not be advertised in such a way as to appeal particularly to persons under legal age, and people featured in advertisements for such products must be, and clearly seen to be, adults under the law.

## 14. UNACCEPTABLE DEPICTIONS AND PORTRAYALS

It is recognized that advertisements may be distasteful without necessarily conflicting with the provisions of this clause 14; and the fact that a particular product or service may be offensive to some people is not sufficient grounds for objecting to an advertisement for that product or service.

Advertisements shall not:

- (a) condone any form of personal discrimination, including that based upon race, national origin, religion, sex or age;
- (b) appear in a realistic manner to exploit, condone or incite violence; nor directly encourage, or exhibit obvious indifference to, unlawful behaviour;
- (c) demean, denigrate or disparage any identifiable person, group of persons, firm, organization, industrial or commercial activity, profession, product or service or attempt to bring it or them into public contempt or ridicule;
- (d) undermine human dignity; or display obvious indifference to, or encourage, gratuitously and without merit, conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.

# UPHELD COMPLAINTS

January 1 – December 31, 2003 (see Page 8 for Code Clauses)

## Canadian Code of Advertising Standards

### CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Future Shop, Division of Best Buy Canada Ltd.  
**Region:** National  
**Media:** Internet  
**Complaints:** 4

**Description:** On its Website, the advertiser offered discounts and free shipping on the purchase of certain items.

**Complaint:** The advertisement was misleading. When the complainants attempted to order the products, the advertised discounts and free shipping were not provided.

**Decision:** The advertiser acknowledged that errors had occurred on the Website. Consequently, the promised discounts and free shipping were not, initially, provided. Based on the facts, Council found that the advertisement contained inaccurate representations about the price of products and the available savings. Although, after the advertiser became aware of the error, steps were taken to credit the accounts of persons who completed purchases, no comparable action was taken in favour of purchasers who tried to order, subject to the advertised terms and conditions, but who did not ultimately complete a purchase. In addition, no correction advertisement was published, as required by the *Code*.

**Infraction:** Clause 1(a).

**Appeal:** On appeal by the advertiser, an Appeal Panel affirmed the original Council decision.

**Advertiser:** MDG Computers Canada Inc.  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 2

**Description:** In an advertisement selling computers, a “Six Months No Pay” financing option was offered. In the same advertisement, the advertising copy described a more expensive monitor than the one that was pictured. The advertisement said that quantities were limited but rain checks were available.

**Complaint:** The advertisement was misleading in several respects. Six months after purchasing the advertised computer, the complainant discovered that if the principal amount was not then paid, interest would be charged on the entire first six months. In addition, one of the advertised models was unavailable when the complainant tried to buy it on the day the advertisement appeared. No rain check was offered.

**Decision:** In Council’s view, a reasonable interpretation of the words “Six Months No Pay” was that neither principal nor interest would be due until after the first six months and only then would interest begin to accrue on the unpaid balance. Nowhere in the advertisement or the disclaimer was the offer explained or interpreted. Furthermore, a promised rain check never materialized. Council concluded, therefore, that the advertisement contained misleading claims, omitted relevant information, and did not state all details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Monsieur Eau  
**Region:** Quebec  
**Media:** Internet and Brochure  
**Complaints:** 1

**Description:** In an advertisement for a bottled water delivery service, the advertiser required a \$10 deposit that would be refunded to purchasers upon termination of the service.

**Complaint:** The advertisement was misleading. The advertiser refused to return the full amount of the deposit and retained \$5 to cover gas and travel expenses.

**Decision:** Because the advertisement did not disclose that part of the deposit would be retained, Council found that the advertisement was misleading, omitted relevant information, and did not clearly and understandably state all pertinent details of the offer.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Peel Pub  
**Region:** Quebec  
**Media:** Newspaper  
**Complaints:** 1

**Description:** In a print advertisement, a free spaghetti meal was offered with the purchase of a beverage.

**Complaint:** The advertisement was misleading. The complainant was told by restaurant staff that her choice of beverage (milk) did not qualify for a free meal.

**Decision:** In fact, only certain types of beverages qualified for the offer. Because the advertisement did not specify which kinds of beverage purchases entitled customers to a free meal, Council found that the advertisement was misleading, omitted relevant information, and did not clearly and understandably state all pertinent details of the offer.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Metro One Hour Dry Cleaners  
**Region:** Ontario  
**Media:** Out-of-Home  
**Complaints:** 1

**Description:** An outdoor sign advertised the price for cleaning sweaters as \$2.50.

**Complaint:** The complainant was charged more for cleaning a sweater than the price in the advertisement.

**Decision:** The price claim made in the advertisement was misleading.

**Infraction:** Clause 1(a).

**Advertiser’s Verbatim Statement:** “We stand by our commitment to service our community. We have been an established business in the dry cleaning industry for over 25 years. We have maintained a dedicated customer base that continues to support us. We fervently appreciate our customers and strive to maintain

excellent customer relationships. That being said, we appreciate all feedback from our customers and the community. We strive to resolve all issues immediately to the satisfaction of our customers and ourselves and we accept this responsibility willingly.”

**Advertiser:** Staples Business Depot  
**Region:** National  
**Media:** Point-of-Sale  
**Complaints:** 1

**Description:** In point-of-sale advertising material, the advertiser claimed its extended warranty program covered “100% parts and labour” without exception.

**Complaint:** The advertisement was misleading. The complainant, enquiring about the warranty, was told by the advertiser’s representative that the warranty did not cover the cable, which was included with the system.

**Decision:** To Council, the general impression clearly conveyed by this advertising was that there were no warranty exceptions when, in fact, cabling was not covered. These limitations were found in a separate document – the warranty registration form. In Council’s opinion, cabling was an integral part of the advertised system and should have been covered under the advertised warranty. Because cable was not covered, Council found that the advertised claim was misleading and that the exclusionary terms found in the separate document contradicted the more prominent aspects of the advertised claim.

**Infraction:** Clauses 1(a) and (d).

**Advertiser:** Conquest Vacations  
**Region:** National  
**Media:** Brochure  
**Complaints:** 1

**Description:** An advertisement contained photographs of a beachfront resort. Copy described features that were said to be available as part of an “all-inclusive” package.

**Complaint:** The advertisement was misleading. The resort was located behind another hotel and not on the beach. Furthermore, many of the features listed as part of the “all-inclusive” package did not exist at all.

**Decision:** Consumers, when planning their vacations, should be able to rely on the descriptions and illustrations contained in advertising brochures. Advertisers are obliged to ensure that these photographs and descriptions accurately represent the current state of the resort’s facilities. In this case, Council found that several of the key descriptions and illustrations were inaccurate and misleading.

**Infraction:** Clause 1(a).

**Advertiser:** Jetsgo  
**Region:** National  
**Media:** Newspaper  
**Complaints:** 1

**Description:** In a newspaper advertisement promoting online airline bookings, flights to various cities were advertised at attractive prices.

**Complaint:** The advertisement was misleading because it did not say that the offer was subject to limitations.

**Decision:** Without disclaimer language to inform consumers that there were important limitations regarding flight availability, information that could only be found on the advertiser’s Website, the general impression erroneously conveyed by the newspaper advertisement was that there were no restrictions or limitations on the identified flights at the advertised prices. Council found that the newspaper advertisement contained inaccurate claims and omitted relevant information about the offer.

**Infraction:** Clauses 1(a) and (b).

**Advertiser:** Automotive Clearance Depot  
**Region:** Ontario  
**Media:** Internet  
**Complaints:** 1

**Description:** In an Internet advertisement, a used vehicle was listed as being equipped with a CD/cassette player.

**Complaint:** The advertisement was misleading. The complainant purchased the featured vehicle, but it was not equipped with a CD/cassette player.

**Decision:** Based on the facts, Council concluded that the advertisement contained an inaccurate representation of the advertised product.

**Infraction:** Clauses 1(a) and (b).

**Advertiser:** Future Shop, Division of Best Buy Canada Ltd.  
**Region:** Quebec  
**Media:** Flyer  
**Complaints:** 1

**Description:** An advertisement contained a photograph of a computer, monitor and keyboard. A special price of \$399.99 was prominently featured under the photograph. Below the advertised price, it was noted that shipping and the monitor were extra.

**Complaint:** The complainant alleged that the advertisement was misleading because the computer system was unavailable at the featured price.

**Decision:** The general impression conveyed to Council was that the advertisement was for a complete system. In Council’s opinion, readers of the advertisement would not necessarily understand that a monitor was not included in the advertised price, nor that \$100 would be added for delivery. Council concluded that important details of the offer should have been stated in a clearer and more obvious manner and linked to the main offer by means of an asterisk or some other similar means.

**Infraction:** Clauses 1(a), (b), and (c).

**Appeal:** On appeal by the advertiser, an Appeal Panel confirmed the original Council decision.

**Advertiser:** Canadian Niagara Hotels Inc. (Sheraton on the Falls)  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** An all-inclusive two-night hotel package was advertised as including two dinners.

**Complaint:** The advertisement was misleading. The package did not include two dinners; it included a \$50 credit voucher to use towards the cost of two persons dining at the hotel. The value of the voucher only covered the cost of a limited number of entrée items on the menu; it did not cover the cost of two dinners.

**Decision:** Council concluded that the advertisement was inaccurate, omitted relevant information, and did not clearly state all pertinent details of the offer.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** AlarmForce Industries Inc.  
**Region:** National  
**Media:** Radio  
**Complaints:** 1

**Description:** A security service advertised by radio that the police would be dispatched in the event of a break-in.

**Complaint:** The advertisement was misleading. When the complainant who resided in Toronto was burgled, the security service dispatched private security guards, not the local police.

**Decision:** A private security service is not the same as the “police”. In Council’s opinion, the fact that police could be dispatched is an important consideration for prospective customers choosing between competitive security systems. Because the advertiser did not disclose that the police were not customarily dispatched in the Greater Toronto Area, Council concluded that relevant information was omitted and the commercial was misleading.

**Infraction:** Clauses 1(a) and (b).

**Advertiser:** Jetsgo  
**Region:** Quebec  
**Media:** Internet  
**Complaints:** 1

**Advertiser:** On its Website, the advertiser promoted \$1.00 seats which could be purchased on a specific day and time.

**Complaint:** The complainant who called to book a flight was quoted \$70.00 for a one-way ticket. The price quoted for a one-way ticket returning from the same destination was \$240.00.

**Decision:** Although, in small print located at the bottom of the webpage, it was stated that extra charges would be applicable for such items as taxes, security, and airport improvement fees, the details provided were insufficient to enable consumers to determine what they were ultimately obliged to pay. When the extra fees/charges were included, the actual price of a ticket was considerably more than the advertised \$1.00 seat. Council found that the advertisement was misleading by failing to state all pertinent details of an offer in a clear and understandable manner.

**Infraction:** Clauses 1(a) and (c).

**Advertiser:** Sears Canada Inc.  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** A model of a refrigerator was advertised at a special price.

**Complaint:** The advertised refrigerator was not in stock and could not be ordered.

**Decision:** The advertiser acknowledged that, inadvertently, words were missing from the advertisement to indicate the advertised product was a clearance item and that quantities were limited. Based on the facts, Council found that the advertisement was inaccurate and omitted relevant information.

**Infraction:** Clauses 1(a) and (b).

**Advertiser:** Primus Telecommunications Canada Inc.  
**Region:** National  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** An advertisement offered a long distance savings plan for “only \$1.00 per month”. The fact that an additional monthly network fee applied to the offer was only revealed in a disclaimer paragraph located at the bottom of the advertisement.

**Complaint:** The advertisement was misleading because the full cost of the service was not disclosed in the main body of the advertisement.

**Decision:** Unlike other claims that appeared in the body of the advertisement, the “\$1.00 a month” claim was not linked by any symbol (such as an asterisk or other footnote device) to the statement regarding the additional network fee found in the small print disclaimer. Without such a link, consumers could easily miss the fact that an extra fee also applied. Because the disclaimer language appeared to contradict the main claim made in the advertisement and was printed in small print that was difficult to read, Council concluded that the advertisement did not state all pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(c) and (d).

**Advertiser:** Trans Canada Credit Corporation  
**Region:** Quebec  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** In a print advertisement, the advertiser claimed that a Guaranteed Holiday Cheque in the amount of \$1,000.00 was available and that customers may be eligible for more.

**Complaint:** The advertisement was misleading. In fact, there was no guaranteed cheque available. The advertiser only offered to pay the outstanding balance on the consumer’s credit card for items purchased at a specific retailer.

**Decision:** The offer was actually for a loan financed through the advertiser. This information appeared in virtually unnoticeable small print in a disclaimer at the bottom of the advertisement that was not related by any means to the main offer in the body of the advertisement. Council found the advertisement was misleading.

**Infraction:** Clauses 1(a) and (d).

**Advertiser’s Verbatim Statement:** “Trans Canada Credit is surprised and disappointed that council ruled against the direct mail piece as all legal requirements were met. The customer’s initial concern arose out of a miscommunication at the branch level,

due to language differences, and not from our direct mail piece. It is our opinion that a reasonable person reading the entire copy would not be misled by the offer. We are pleased that the customer subsequently returned and accepted our loan offer, subject to the same criteria as all our other respondents.”

**Advertiser:** Future Shop, Division of Best Buy Canada Ltd.  
**Region:** Quebec  
**Media:** Flyer  
**Complaints:** 1

**Description:** A DVD was advertised in a flyer at a special price.

**Complaint:** In response to the advertisement, the complainant visited his local retail outlet where he found the DVD was unavailable.

**Decision:** The advertisement, mistakenly, failed to state that the DVD was not available until a specific date. Council found that the advertisement omitted relevant information and did not state all pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(b) and (c).

**Advertiser’s Verbatim Statement:** “Best Buy Canada makes every effort to conform to all advertising standards and laws in order to provide the most precise information to its clients. [In this case] it is clear that an error was made. The advertisement should have included information about the date when the *Lord of the Rings: The Two Towers* DVD would be available. Unfortunately, this information was omitted. Best Buy Canada prepares hundreds of advertisements each year, and it happens that errors are made. Best Buy Canada offers its most sincere apologies for any inconvenience caused to consumers and wants to assure them that we will do our best to avoid this kind of mistake in the future. Best Buy Canada wishes to thank the Consumer Response Council for the opportunity to respond to this complaint.”

## CLAUSE 1 ACCURACY AND CLARITY

### CLAUSE 3 PRICE CLAIMS

**Advertiser:** Wosk Furniture Fashions  
**Region:** British Columbia  
**Media:** Television  
**Complaints:** 2

**Description:** In a television commercial the advertiser promoted a closing sale using words such as “Final Days” and other language that suggested a sense of urgency.

**Complaint:** The complainants believed this advertisement was misleading. They alleged that this, or a very similar, commercial had been running for least five or six months but the stores had not actually closed.

**Decision:** Council agreed with the complainants that the commercial created the impression that consumers should hurry if they wished to take advantage of a time-limited opportunity. Upon investigation, Council learned that several of the store locations specifically mentioned in the commercial were very much open and operating. Despite being requested to do so, the advertiser failed to provide Council with any information or response to contradict the allegations made by the complainants or support the impression conveyed by the commercial that the

offer was time-limited. Council, therefore, concluded that the commercial contained unsupported claims. In addition, Council found that the commercial made an exaggerated price claim.

**Infraction:** Clauses 1(d) and 3(a).

## CLAUSE 10 SAFETY

### CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** Volkswagen Canada Inc.  
**Region:** Quebec  
**Media:** Television  
**Complaints:** 1

**Description:** This French language commercial depicted two young boys playing street hockey using a car as a goal. An adult substituted a heavy metal ball for the boys’ softball. She wanted to damage the car in order to replace it with a new car from the advertiser.

**Complaint:** The commercial depicted a situation that encouraged unsafe and dangerous behaviour.

**Decision:** Council found that the advertisement displayed a disregard for safety and also appeared, in a realistic manner, to condone violence. In addition, Council concluded that the commercial exhibited obvious indifference to unlawful behaviour.

**Infraction:** Clauses 10 and 14(b).

### CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** CFWF-FM The Wolf 104.9  
**Region:** Saskatchewan  
**Medium:** Out-of-Home  
**Complaints:** 36

**Description:** In a billboard advertisement for a radio station, a featured woman was photographed from the back, focusing on her buttocks and skimpy underwear. One of her hands rested on a guitar. Appearing next to the photograph were the words “Now Turn Us On”. After receiving several consumer complaints, the advertiser modified the billboard by superimposing the word “Censored” in large letters over the woman’s buttocks.

**Complaint:** Both the original advertisement and the modified version were offensive and demeaning to women.

**Decision:** In Council’s opinion, entertainment programming is distinguishable from commercial advertising. Although audiences may select one particular radio station or television programme over another, they have no such choice over outdoor advertising, in particular, which often reaches and sometimes is offensive to persons outside the target market. The primary audience for this radio station was men for whom an obviously attractive woman would be appealing. In the opinion of Council, however, this fact did not justify objectifying women by resorting to revealing poses and suggestive copy. Council found that by drawing attention to the model’s physical attributes and implying she turns listeners on, this advertisement had the effect of sexually objectifying, thereby demeaning and degrading, women.

**Infraction:** Clause 14(c).

**Advertiser:** Kia Canada Inc.  
**Region:** Ontario  
**Media:** Radio  
**Complaints:** 1

**Description:** A character in the advertiser's commercial was identified as a "gypsy" who spoke with a heavy accent and mumbled that he/she would put a curse and hex on the family featured in the commercial.

**Complaint:** The portrayal of the character as a "gypsy" was demeaning and derogatory.

**Decision:** Council acknowledged there was no apparent intention by the advertiser to portray a particular group in a derogatory manner. However, the gypsy's exaggerated way of speaking and use of threatening language concerned Council, which concluded that this portrayal was a stereotypical and negative characterization of an identifiable group.

**Infraction:** Clause 14(c).

**Advertiser:** Buffalo Jeans Canada  
**Region:** Quebec  
**Media:** Out-of-Home  
**Complaints:** 3

**Description:** In a billboard advertisement, a woman was featured lying on her back, her legs spread wide apart.

**Complaint:** The advertisement portrayed a woman in a degrading and exploitative manner.

**Decision:** Council found that this depiction was demeaning to women.

**Infraction:** Clause 14(c).

## ADVERTISER ACTION

January 1 – December 31, 2003 (see Page 8 for Code Clauses)

## Canadian Code of Advertising Standards

This section summarizes consumer complaints upheld by Councils without identifying the advertiser or the advertisement. In these cases, the advertiser either withdrew or appropriately amended the advertisement after being advised by ASC that a complaint had been received, and before the matter was brought forward to Council for review and decision. Retail advertisers also ran *timely* corrective advertisements.

### CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Not-For-Profit Organization  
**Region:** Ontario  
**Media:** Television  
**Complaints:** 17

**Description:** A television commercial announced a new funding venture.

**Complaint:** The commercial incorrectly described the magnitude of the venture.

**Decision:** Based on the facts, and on the general impression conveyed by the commercial, Council agreed that the extent of the programme was overstated.

**Infraction:** Clause 1(a).

**Appeal:** On appeal by the advertiser, an Appeal Panel affirmed the original Council decision.

**Advertiser:** Retailer  
**Region:** National  
**Media:** Internet  
**Complaints:** 2

**Description:** In its dedicated Website, the advertiser offered to sell an article at a stated price.

**Complaint:** When the complainants attempted to order the article at the advertised price, the advertiser declined to sell the product as advertised, claiming that the price and product description were incorrect.

**Decision:** The advertisement contained an inaccurate representation about a product. Council also found that the broad and unqualified disclaimer language of the offer contradicted more prominent aspects of the message.

**Infraction:** Clauses 1(a) and (d).

**Advertiser:** Food Manufacturer  
**Region:** Quebec  
**Media:** Flyer  
**Complaints:** 2

**Description:** A product was advertised in a retailer's flyer.

**Complaint:** A food product was incorrectly described in the advertisement.

**Decision:** The manufacturer modified the promotional material sent to retailers after changing the product's formulation. Some retailers did not receive the amended advertising and instead used incorrect material. Based on the facts, Council upheld the complaints concluding that the advertisement contained an incorrect statement about the composition of a product.

**Infraction:** Clause 1(a).

**Advertiser:** Internet Café  
**Region:** B.C.  
**Media:** Point of Sale  
**Complaints:** 1

**Description:** Signs in an Internet cafe listed prices for various services, including "Computer and Internet Access" and

“Printouts”. The price listed for black and white printouts was 10 cents each.

**Complaint:** The price advertisement was misleading. The complainant printed one page from a computer and was charged \$1.26, which apparently included an Internet access charge.

**Decision:** To Council, it was unclear from the advertising that a per minute fee would be charged in addition to the 10 cent per page fee for printouts. Because the advertising did not specify that an access fee was charged in addition to the price for the printouts, Council upheld the complaint finding that the advertisement contained a misleading price statement and did not state all pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(a) and (c).

**Advertiser:** Transportation Company  
**Region:** National  
**Media:** Newspaper  
**Complaints:** 1

**Description:** A seat sale promotion advertised “50% off for the second passenger”.

**Complaint:** The advertisement was misleading. When purchased, each ticket was discounted by 25%.

**Decision:** Council found that the 50% off claim was misleading, by failing to clearly state all pertinent details of the offer.

**Infraction:** Clauses 1(a) and (c).

**Advertiser:** Retailer  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** In an advertisement, the advertiser guaranteed, subject to certain qualifications, to match any competitor’s advertised price.

**Complaint:** At one of the advertiser’s stores, the complainant was told the guarantee would not be honoured on Boxing Day.

**Decision:** Council found the advertisement was misleading based on the advertiser’s acknowledgment that according to its terms the guarantee should have been honoured as much on Boxing Day as any other day.

**Infraction:** Clause 1(a).

**Advertiser:** Automobile Manufacturer  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** A Website advertisement which featured several vehicles promoted a 0% financing rate. At the bottom of the page readers were invited to look on a separate page for further details. On that page, in small size type, it was noted that the offer did not apply at all to one of the featured cars.

**Complaint:** The advertisement was misleading.

**Decision:** It is misleading under the *Code* to prominently display a vehicle in an advertisement devoted to special financing terms when the offer did not apply to it. Council upheld the

complaint finding that the advertisement contained an incorrect representation about a product, omitted relevant information concerning the offer, and did not present all the pertinent details of the offer in a clear and understandable manner. Although the exclusion appeared in footnoted copy, the disclaimer contradicted the main message of the advertisement and was so small as to be virtually unreadable.

**Infraction:** Clauses 1(a), (b), (c), and (d).

**Advertiser:** Telecommunications Company  
**Region:** National  
**Media:** Newspaper  
**Complaints:** 1

**Description:** An advertisement promoted several products. An attractively low price was prominently placed directly over one of the featured products.

**Complaint:** The advertisement was misleading. The complainant was not allowed to purchase the “apparently” featured article at the low price.

**Decision:** The low price was positioned directly above one of the products. Council, therefore, assumed (as did the complainant) that the featured product was available at that price. In fact, the featured product was the most expensive of the three advertised products. The advertisement should have clearly tied the special price to the appropriate product model either by means of an asterisk (or some other similar device) or by repositioning the price claim above the right product. Because it did not, Council concluded that the advertisement omitted relevant information and did not present all pertinent details of any offer in a clear and understandable manner.

**Infraction:** Clauses 1(b) and (c).

**Advertiser:** Automobile Manufacturer  
**Region:** National  
**Media:** Newspaper  
**Complaints:** 1

**Description:** An advertisement identified various features that were included with a particular model of vehicle.

**Complaint:** The advertisement was misleading because one of the itemized features was not available with the advertised model.

**Decision:** The advertisement contained an erroneous statement about a feature of the product.

**Infraction:** Clause 1(a).

**Advertiser:** Restaurant  
**Region:** National  
**Media:** Point-of-Sale  
**Complaints:** 1

**Description:** An in-store poster advertised a special price for a dessert when purchased with any food item.

**Complaint:** The advertisement was misleading. The complainant could not purchase the dessert at the advertised price.

**Decision:** When the complainant ordered a dessert and a specially priced food item, he was told the promotional dessert was only available with regularly priced food items. Based on

the uncontested facts, Council concluded that the advertisement contained a misleading statement about the price of a product.

**Infraction:** Clause 1(a).

**Advertiser:** Recreation Facility  
**Region:** Ontario  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** A coupon offered 50% off the family price for using a recreation facility.

**Complaint:** The advertiser declined to honour the coupon on the day the complainant wanted to attend.

**Decision:** The advertisement omitted the important fact that the coupon could only be redeemed on a particular day. Council found that the advertisement omitted relevant information and did not clearly disclose all pertinent details of the offer.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Telecommunications Company  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** An advertisement promoted a special price for a product.

**Complaint:** The advertisement was misleading because it did not disclose that a subscription to an additional service must also be purchased to obtain the advertised price.

**Decision:** The advertiser acknowledged that an important condition had been inadvertently omitted from the advertisement. Council concluded that the advertisement omitted relevant information and did not present all pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(b) and (c).

**Advertiser:** Media Company  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** On its Website, a television channel advertised “live” coverage of an international event.

**Complaint:** The coverage wasn’t live; it was tape-delayed.

**Decision:** Based on the advertiser’s acknowledgment that the information on its Website was incorrect, Council found the advertisement contained an inaccurate statement.

**Infraction:** Clause 1(a).

**Advertiser:** Telecommunications Company  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** On its Website, an advertiser claimed that a particular third-party service was accessible by using the advertised product.

**Complaint:** Because the service was not available via the advertised model, the advertisement was misleading.

**Decision:** The advertiser acknowledged that an error had been made in the advertisement. Based on the facts, Council concluded that the advertisement made an incorrect representation about the features of a product.

**Infraction:** Clause 1(a).

**Advertiser:** Media Company  
**Region:** National  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** In a subscription price advertisement, a substantial saving off the newsstand price was stated.

**Complaint:** The advertiser overstated the savings by 50%.

**Decision:** Based on the advertiser’s acknowledgment that the complainant was correct, Council found that the advertisement contained an inaccurate claim.

**Infraction:** Clause 1(a).

**Advertiser:** Telecommunications Company  
**Region:** Quebec  
**Media:** Flyer  
**Complaint:** 1

**Description:** An advertisement offered “free” installation.

**Complaint:** The advertisement was misleading. The offer was not available to people living in certain types of dwellings.

**Decision:** The limitation on the offer was mentioned only in a small print disclaimer at the bottom of the advertisement that was not linked by an asterisk or any other similar means to the main offer in the body of the advertisement. Council concluded that the disclaimer contradicted the more prominent aspects of the message and was not located and presented in such a manner as to be clearly visible.

**Infraction:** Clause 1(d).

**Advertiser:** Retailer  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** A Website advertisement for the advertiser’s product unintentionally included an incorrect description of the product’s features.

**Complaint:** The advertisement was misleading.

**Decision:** Based on the facts, Council concluded that the advertisement contained an inaccurate representation about a product.

**Infraction:** Clause 1(a).

**Advertiser:** Telecommunications Company  
**Region:** Quebec  
**Media:** Television  
**Complaints:** 1

**Description:** In a television commercial, the advertiser claimed that its reduced price package applied to long distance calls everywhere in Quebec.

**Complaint:** Since the advertised service was not available in the region in which the complainant resided, the advertisement was misleading.

**Decision:** The fact that the service was unavailable to people living in certain regions of Quebec was very important information that should have been included in the commercial, but was not. Council concluded that the commercial contained an inaccurate statement, omitted relevant information, and did not clearly and understandably state all pertinent details of an offer.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Retailer  
**Region:** Quebec  
**Media:** Print  
**Complaints:** 1

**Description:** To promote its opening, a store offered a free photo session and 5x7 in. photograph upon presentation of the card during a specified period.

**Complaint:** The advertisement was misleading. The consumer who arrived for a photo session on the last day of the offer was not given a free photograph.

**Decision:** The advertisement neglected to say that customers had to first purchase a photograph following the photo session in order to obtain a free 5 x 7 in. photograph. As a result, Council found the advertisement to be misleading.

**Infraction:** Clauses 1(a) and (b).

**Advertiser:** Dealer Association  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** Features of a particular model of vehicle were incorrectly described in a newspaper advertisement.

**Complaint:** The advertisement was misleading.

**Decision:** Based on the facts, Council concluded that the advertisement contained an inaccurate representation about the advertised product.

**Infraction:** Clause 1(a).

**Advertiser:** Telecommunications Company  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** A Website advertisement promoted long distance calls for a per minute fee when placed from various locations in Canada.

**Complaint:** When the complainant tried to access the service from one of the identified areas, he was charged an additional 10 cents per minute because, he was told, a local access number was unavailable to people calling from his province.

**Decision:** Upon becoming aware of the issue, the advertiser corrected the advertising on its Website and reimbursed the complainant for the additional charges he incurred. Based on the facts, Council concluded that the advertising was misleading because it omitted relevant information and did not state all

pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Media Company  
**Region:** Ontario  
**Media:** Television  
**Complaints:** 1

**Description:** A necklace was advertised in a television commercial as being part of a special collection.

**Complaint:** After ordering and receiving the necklace, the complainant discovered it was not part of the collection as advertised.

**Decision:** The error, made inadvertently, was in misclassifying the product. Based on the facts, Council concluded that the commercial contained an inaccurate representation about the advertised product.

**Infraction:** Clause 1(a).

**Advertiser:** Telecommunications Company  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** A Website advertisement promoted special rates for an Internet access service. Lower rates applied if, at the same time, a telephone service plan was also ordered.

**Complaint:** The advertisement was misleading because the complainant was charged a higher than advertised rate.

**Decision:** The complainant was unaware of the fact that the special rates only applied to orders placed through the Website. They did not apply to telephone or mail orders. The complainant telephoned for further information and during that call ordered the service. As a result, he was charged the higher rate. Because the advertisement did not disclose that the special rates applied only to orders placed through the Website, Council concluded that the advertisement omitted relevant information and did not present all pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(b) and (c).

**Advertiser:** Hotel  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** In an advertisement of its room rates, the advertiser quoted a rate and stated that Canadian dollars were accepted at par.

**Complaint:** The advertisement was misleading. The Canadian rate offered to the complainant was higher than the advertised rate and also higher than another rate expressed in US currency.

**Decision:** Council found that the price aspect of the advertisement was misleading. Furthermore, it omitted relevant information, including the fact that an "at par" rate was available only when a reservation was booked by telephone.

**Infraction:** Clauses 1(a), (b), and (c).

**Advertiser:** Telecommunications Company  
**Region:** National  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** An advertisement offered electronic equipment for what appeared to be a very attractive price. Readers of the advertisement were directed by an asterisk to a paragraph located at the bottom of the page where conditions regarding the offer and a calculation of how the low price could be obtained were provided. The price involved a combination of instant rebates and programming credits.

**Complaint:** The price advertisement was misleading.

**Decision:** Although additional pricing information was provided in the advertisement, Council could not determine from the advertisement how much a consumer would have to pay for the equipment at the time of the sale. In Council's opinion, the advertisement should have included the undiscounted price of the equipment, as a reference point. Because the advertisement did not state what customers had to pay, out-of-pocket, before the credits and/or discounts were actually received (usually some time after making the purchase) Council unanimously concluded that the advertisement omitted relevant information and did not present all pertinent details of the offer in a clear and understandable manner.

**Infraction:** Clauses 1(b) and (c).

**Advertiser:** Not-For-Profit Organization  
**Region:** Atlantic Canada  
**Media:** Television  
**Complaints:** 1

**Description:** In a television commercial, a not-for-profit organization presented its position on a controversial issue.

**Complaint:** According to the complainant, some of the statistical information presented in the advertising was inaccurate.

**Decision:** In the absence of any information from the advertiser to substantiate the claim it made in its advertisement, Council found that the commercial appeared to contain an inaccurate claim.

**Infraction:** Clause 1(a).

## CLAUSE 1 ACCURACY AND CLARITY

### CLAUSE 3 PRICE CLAIMS

**Advertiser:** Retailer  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** A retailer quoted the pre-tax regular price of a product (on which full taxes would be applied), stated the amount of a manufacturer's mail-in rebate, subtracted the rebate from the regular price, and declared that the remainder was the new cost of the product.

**Complaint:** The expression of an after-rebate price was fictitious, understated and, therefore, misleading. It failed to factor in the cost to the consumer of paying sales taxes calculated on the higher amount and not the lower amount.

**Decision:** It is acceptable to quote a savings (like the amount of a manufacturer's rebate) in relation to the original price. It is unacceptable to link the savings to a stated "special price" if the latter is artificial and unobtainable in real dollar terms. Council concluded that the advertisement was misleading.

**Infraction:** Clauses 1(a) and 3(a).

## CLAUSE 10 SAFETY

**Advertiser:** Automobile Manufacturer  
**Region:** National  
**Media:** Newspaper  
**Complaints:** 2

**Description:** An advertisement featured a large vehicle from the perspective of oncoming traffic. The copy immediately below the photograph seemed to invite drivers to adopt an indifferent and careless attitude towards safety and disobey the rules of the road.

**Complaint:** The advertisement encouraged aggressive driving and a disregard for safety.

**Decision:** Council concluded that the advertisement displayed a disregard for safety.

**Infraction:** Clause 10.

**Advertiser:** Automobile Manufacturer  
**Region:** Quebec  
**Media:** Television  
**Complaints:** 1

**Description:** In a television commercial, a special performance car, demonstrating racing manoeuvres was shown being driven at high speeds. At the end of the commercial, the performance car was transformed into the advertised consumer model and driven in the same manner.

**Complaint:** The advertisement encouraged unsafe and dangerous practices and acts.

**Decision:** Council found that the advertisement displayed a disregard for safety by depicting a situation that might reasonably be interpreted as encouraging unsafe or dangerous practices, or acts.

**Infraction:** Clause 10.

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** Retailer  
**Region:** Quebec  
**Media:** Television  
**Complaints:** 7

**Description:** In a commercial for a speciality store, a woman wearing sexy lingerie was shown greeting her partner when he arrived home after a hard day's work. In one scene, the camera focused on her buttocks and gartered thighs.

**Complaint:** The complainants believed that the commercial was inappropriately broadcast during family programmes that were watched by children.

**Decision:** Council agreed with the complainants that the adult-themed subject matter of this commercial was inappropriate for viewing by children.

**Infraction:** Clause 14(d).

**Advertiser:** Retailer  
**Region:** Quebec  
**Media:** Out-of-Home  
**Complaints:** 7

**Description:** A woman with what appeared to be cooking grill marks on the base of her back was shown in a billboard advertisement.

**Complaint:** The advertisement objectified and degraded women.

**Decision:** To Council, this depiction objectified women and equated them with a piece of meat. Council concluded that the advertisement demeaned, denigrated and degraded women.

**Infraction:** Clause 14(c).

**Advertiser:** Online Retailer  
**Region:** National  
**Media:** Out-of-Home  
**Complaints:** 19 (2 adjudicated by Council)

**Description:** An unmistakably religious figure was shown dressed in an unorthodox manner.

**Complaint:** The depiction demeaned an identifiable group of religious adherents.

**Decision:** Although not intended by the advertiser, Council found that by altering the attire conventionally worn by a religious group, and by revealing parts of the model's anatomy, an identifiable group was denigrated and disparaged by the advertisement.

**Infraction:** Clause 14(c).

**Advertiser:** Consumer Product Manufacturer  
**Region:** Quebec  
**Media:** Magazine  
**Complaints:** 1

**Description:** A woman, seen in a print advertisement engaged in an outdoor chore, speculated that her chapped hands were directly related to her husband's laziness.

**Complaint:** The advertisement was degrading to men.

**Decision:** Council agreed that the advertisement demeaned, denigrated and disparaged men.

**Infraction:** Clause 14(c).

**Advertiser:** Service Provider  
**Region:** Ontario  
**Media:** Television  
**Complaints:** 1

**Description:** In a television commercial, an attractive woman wearing a skimpy top and shorts was shown washing a car while the camera moved from one of her body parts to another while the names of various parts of the car (example "headlights") were superimposed on her.

**Complaint:** The advertisement was offensive and demeaning to women.

**Decision:** Council found that the depiction in this advertisement objectified and demeaned women.

**Infraction:** Clause 14(c).

**Advertiser:** Retailer  
**Region:** Quebec  
**Media:** Newspaper  
**Complaints:** 1

**Description:** A man in this advertisement was shown standing against a wall with his hands and arms upraised to protect himself from flying objects that appeared to be thrown at him.

**Complaint:** The advertisement trivialized violence.

**Decision:** Council found that the advertisement appeared to exploit, condone, and incite violence and directly encouraged and exhibited obvious indifference to unlawful behaviour.

**Infraction:** Clause 14(b).

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# NATIONAL AND REGIONAL CONSUMER RESPONSE COUNCILS | LES CONSEILS DES NORMES

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**Eric Ommundsen**, Intrawest Corporation  
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## Atlantic Canada Consumer Response Council LE CONSEIL DES NORMES DES PROVINCES DE L'ATLANTIQUE

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**Elizabeth Braid**, SGC Communications Inc.  
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\* Alternate désigne les substituts  
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The following companies and organizations support advertising self-regulation through their membership in Advertising Standards Canada.  
 Voici la liste des compagnies et organismes qui endorsement l'autoréglementation de la publicité au Canada en vertu de leur appartenance à Les normes canadiennes de la publicité.

ACNielsen Company of Canada	Canadian Community Newspapers Association/ Association canadienne des journaux communautaires	Gerber Canada	McNeil Consumer Healthcare	Rothmans, Benson & Hedges Inc.
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Air Canada	Canadian Cosmetic, Toiletry & Fragrance Association/Association canadienne des cosmétiques, produits de toilette et parfums	Global Television Network	MGA Entertainment	Shell Canada Products/ Produits Shell Canada Ltée
Alberto-Culver Canada Inc.	Canadian Egg Marketing Agency/ Agence canadienne de commercialisation des oeufs	Government of Canada/ Gouvernement du Canada	Microcell Solutions Inc.	Sleeman Brewing and Malting Co. Smith, Nixon & Co. LLP
Alean Inc.	Canadian Marketing Association/ Association canadienne de marketing	Government of Ontario - Advertising Review Board	Midas Canada Inc.	Spin Master Ltd.
Allard Johnson Communications	Canadian Newspaper Association/ Association canadienne des journaux	Gowling Lafleur Henderson LLP/SRL	MJJO Corporation	Spirits Canada
AlphaRx Canada Limited	Canwest Publications Inc.	Grip Limited	Miller Thomson	Sprint Canada
Association of Canadian Advertisers Inc./Association canadienne des annonceurs inc.	CARA Operations Limited	Hasbro Canada Corporation	Millward Brown Goldfarb	SSL Canada Inc.
Association des agences de publicité du Québec/ Association of Quebec Advertising Agencies	Chanel Inc.	Heenan Blaikie LLP/SRL	Molson Canada/ Brasseries Molson (Les)	TD Bank Financial Group/Groupe Financier Banque TD
Affichage Astral Media, S.E.C./ Astral Media Outdoor, L.P.	CHUM Television	Hershey Canada Inc.	Moosehead Breweries Limited	The Canadian Group
Avon Canada Inc.	Church & Dwight Ltd.	Hertz Canada Limited	Mott's Canada Inc.	The Canadian Salt Company Limited
Bacardi Canada Inc.	Coca-Cola Ltd./ Coca-Cola Limitée	Hilroy, A Meadwestvaco Company	Nestlé Canada Inc.	The Clorox Company of Canada Ltd.
Baker & McKenzie	COGECO Inc.	Homeocean	NFO CFgroup	The Globe and Mail
Bandai America Incorporated, Canada Branch	Colgate-Palmolive Canada Inc.	Hooey Remus, Barristers & Solicitors	Nielsen Media Research - Canada	The Reader's Digest Association (Canada) Ltd.
Bayer Inc.	Columbia Tri-Star Films	Hume Imaging Inc.	Nintendo of Canada Ltd.	The Regina Leader-Post
Bell Canada	Concerned Children's Advertisers/ Annonceurs responsables en publicité pour enfants	Imperial Tobacco Canada Limited/ Imperial Tobacco Canada Limitée	Nonprescription Drug Manufacturers Association of Canada/Association canadienne des manufacturiers de médicaments non ordonnancés	The Toronto Star
Benjamin Moore & Company Limited	Corby Distilleries Limited/ Les Distilleries Corby Limitée	Institute of Communications and Advertising/Institut des communications et de la publicité	Ontario Egg Producers	Thinkway Toys
Binney & Smith Canada	Cossette Communication Group Inc./ Groupe Cossette Communication Inc.	itoys Inc.	Osler, Hoskin & Harcourt LLP/SRL	Toronto Transit Commission
Bioforce Canada Inc.	CTV Television Inc.	JTI- Macdonald Corp.	Outdoor Marketing Association of Canada/Association canadienne de l'affichage extérieur	Transcontinental Media G.P.
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Canada's Research-Based Pharmaceutical Companies/ Les compagnies de recherche pharmaceutique du Canada	Frito Lay Canada	Loblaw Company Limited	Publicis	Wrigley Canada
Canadian Association of Broadcasters/ Association canadienne des radiodiffuseurs	General Mills Canada Inc.	Maple Leaf Foods Inc.	R.S. Engle Professional Corporation	Wyeth Consumer Healthcare Inc./Wyeth soins de santé inc.
Canadian Broadcasting Corporation/ Société Radio-Canada	General Motors of Canada Limited/ Usines General Motors du Canada Limitée	Maritz: Thompson Lightstone	RE/MAX Promotions Inc.	YV Canada Inc.
		Mattel Canada Inc.	Reckitt Benckiser (Canada) Inc.	YUM! Restaurants of Canada
		McCain Foods (Canada)	Retail Council of Canada/ Conseil canadien du commerce de détail	
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