

ADVERTISING  
STANDARDS CANADA

# AD COMPLAINTS REPORT

2004 FIRST QUARTER

## OVERVIEW

The following are case summaries of consumers' complaints about advertising that were upheld by National and Regional Consumer Response Councils (Councils) from January 1, 2004 until March 31, 2004. Councils are composed of senior advertising industry and public representatives, who volunteer their time to adjudicate consumers' complaints under the provisions of the *Canadian Code of Advertising Standards (Code)*.

The case summaries are divided into two sections.

The **"Upheld Complaints"** section identifies the involved advertisers and provides details about consumers' complaints regarding advertisements that were found by Councils 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 In this section, the advertising in question was not withdrawn or amended before Council met to deliberate on the complaint.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.

The **"Advertiser Action"** section summarizes consumers' complaints upheld by Councils without identifying the advertiser or the advertisement. In these cases, the advertiser either withdrew 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 brought forward to Council for adjudication. Retail advertisers also ran timely corrective advertisements as required under the *Code*.

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Information about the Code, the Consumer Complaint Procedure, and previous Ad Complaints Reports is available at: [www.adstandards.com](http://www.adstandards.com)

# UPHELD COMPLAINTS

JANUARY 1, 2004 – MARCH 31, 2004

CANADIAN CODE OF ADVERTISING STANDARDS

## CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Bean's Service Station and Bombardier Recreational Products Inc.  
**Region:** Quebec  
**Media:** Magazine  
**Complaint:** 1

**Description:** An advertisement stated that a premium was available with a purchase of a Skidoo, at no additional cost. An asterisk, indicating a disclaimer, referred to a paragraph at the bottom of the page in which various inclusions and exclusions were listed.

**Complaint:** The advertisement was misleading because the premium was not available with the particular model the complainant purchased.

**Decision:** The language in the disclaimer paragraph excluded the model purchased by the complainant. However, it was printed in such small type that it was impossible to read. Council found that all pertinent details of the advertised offer were not clearly and understandably stated, and the disclaimer was not presented in a manner that was clearly visible.

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

**Advertiser:** TELUS Mobility  
**Region:** Quebec  
**Media:** Radio  
**Complaint:** 1

**Description:** The advertiser offered current customers of a specified competitor the opportunity, without charge, to exchange their cell phone for the advertiser's cell phone with the same package of features.

**Complaint:** A complainant who wanted to accept the advertised offer was told by the advertiser's representative that he could not buy the same features from the advertiser at the same price he paid his current service provider.

**Decision:** Council found that the advertising was misleading because it contained inaccurate claims and statements with regard to a service.

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

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

*continued*

**Advertiser:** Future Shop, Division of Best Buy Canada Ltd.  
**Region:** British Columbia  
**Media:** Radio  
**Complaints:** 1

**Description:** A DVD player was advertised at a low price during a one-week sale.

**Complaint:** The complainant was unable to buy the product at the advertised price. He was told by the advertiser's sales staff that no stock was available in the advertiser's local store because it had sold out on the first day of the sale.

**Decision:** The advertiser acknowledged that the advertisement should have, but did not include the words "quantities limited". Based on the facts, Council upheld the complaint, finding that the advertisement contained an incorrect representation about the price and availability of a product.

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

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

**Description:** A free game disc was advertised with the purchase of a gaming system.

**Complaint:** The complainant tried to buy the product but was told by the advertiser's sales staff that it had sold out before the flyer was distributed and could not be re-ordered.

**Decision:** The advertiser explained that demand for the product was unexpectedly high and stores quickly ran out of stock. Stores were instructed by the retail advertiser to offer rain checks to customers, but the manufacturer could not provide sufficient additional quantities of the product to satisfy these rain checks. The advertiser also acknowledged that the words "quantities limited" should have been included in the advertisement, but were not. Based on the facts, Council upheld the complaint, finding that the advertisement contained an incorrect representation about the availability of a product.

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

**Advertiser's Verbatim Statement:** "Future Shop agrees with the finding of the Consumer Response Council with regard to the advertisement involving the bonus Zelda game disc. Advertisements such as the one in question should state "quantities limited" to avoid confusion. Future Shop will endeavour to ensure that this sort of notice is included when products are subject to supplier availability."

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

**Description:** In a radio commercial, one way flights were offered for \$59.00 to “anywhere Jetsgo flies” when booked through Jetsgo.net. The complainant tried to book flights for that price. When the extra fees and surcharges were added, the total price for two return tickets was substantially higher than the advertised fare.

**Complaint:** The advertisement was misleading because it did not disclose the fact that extra fees and surcharges applied.

**Decision:** There was nothing in the commercial to alert consumers to the fact that there were extra fees and surcharges. Council, therefore, found that the commercial was misleading, omitted relevant information, and did not disclose details of an offer in a clear and understandable manner.

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

**Advertiser:** Radio Shack Canada  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** In a flyer advertisement, the advertiser offered a gaming system with a high resolution colour screen at a special price.

**Complaint:** The advertisement was misleading. The complainant tried to purchase the system at her local store where she was told that the system featured in the advertisement was not available for the advertised price.

**Decision:** Based on the acknowledged facts, Council upheld the complaint, finding that the advertisement contained an incorrect representation about the features and availability of a product. After the advertiser became aware of the error, its outlets were instructed to post a correction notice at point-of-sale. Nonetheless, the notice was not posted at the store visited by the complainant. In addition, a correction advertisement was not published in newspapers that carried the flyer, or in another comparable medium, as required by the *Code*.

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



**Advertiser:** Staples Business Depot  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** An advertisement featured \$29.95 in bold type as being the after-rebate price of a product. Below this price, the words “Our Price \$83.95” appeared in much smaller type. Below that were the words “Instant \$14 and Mail-in Rebate \$40”.

**Complaint:** It was inaccurate and misleading to advertise the original pre-tax price and the various rebates in this way. The complainant alleged that the \$29.95 after rebate price was “fictional” because consumers would not actually pay this amount.

**Decision:** The small print disclaimer on the last page of the multi-page flyer stating “applicable taxes paid on the gross payable amount”, was unclear. Council did not believe the disclaimer language clearly informed consumers whether taxes were applicable on the full \$83.95 price or the \$69.95 price (after deducting the instant rebate). Even if it were clearly expressed, the disclaimer was so far removed from, and not linked in any way to, the original offer that it would likely go unnoticed by consumers. Consistent with previous decisions, Council concluded that this manner of after-rebate price advertising was misleading.

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

## ADVERTISING ACTION

JANUARY 1, 2004 – MARCH 31, 2004

CANADIAN CODE OF ADVERTISING STANDARDS

### CLAUSE 1 ACCURACY AND CLARITY

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

**Description:** In an English-language advertisement that appeared in a western Canadian newspaper, a service was offered for a stipulated minimum fee conditional upon a long-term subscription to the service.

**Complaint:** The advertisement was misleading. When the complainant called to inquire about the offer, he was quoted a higher monthly fee than that stated in the advertisement.

**Decision:** The minimum fee quoted in the advertisement was for an entertainment/information service broadcast in a language other than English. In Council’s opinion, readers of an English-language advertisement in an English-language newspaper would reasonably expect that the

*continued*

advertised prices referred to an English service, not a non-English service. Because they did not, Council upheld the complaint finding that the advertisement omitted relevant information, and did not clearly and understandably state all details of the offer.

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

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

**Description:** On its website, the advertiser featured a specific model of cell-phone and stated “Prices from as a low as \$79.99. No rebate required”. Elsewhere on the webpage, detailed prices were shown for the phone based on monthly, one-year, and two-year plans.

**Complaint:** The advertisement was misleading. When the complainant telephoned to order four phones, she was allegedly told by the customer service representative that the phones actually cost \$154.99 each, and that the “no rebate” special price was available to new customers only.

**Decision:** Council found that the advertisement inadequately explained the pricing structure and the terms of the rebate offer. Council concluded that the advertisement omitted relevant information, and did not state all details of the offer in a clear and understandable manner.

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

## CLAUSE 2 DISGUISED ADVERTISING TECHNIQUES

### CLAUSE 9 IMITATION

**Advertiser:** Fitness Club  
**Region:** National  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** An unsolicited, direct-to-home advertisement (for a 30-day free fitness club membership) was mailed to consumers inside an official-looking manila envelope imprinted with a Canadian flag and the words “Health and Wellness” in the upper left-hand corner. In large block lettering in the centre of the envelope, the words “Important Information About Your Health” were also printed.

**Complaint:** The complainant believed that the advertisement inside the envelope was deceptive because the envelope that contained the advertisement resembled official federal or provincial government printed material, both in style and marking.

**Decision:** In Council’s view the Canadian flag adjacent to the words “Health and Wellness” was confusingly similar in style to Health Canada’s logo especially when coupled with the words “Important Information About Your Health”. Council concluded that the envelope was a material element of the advertisement and imitated the illustrations of another advertiser in such a manner as to potentially mislead consumers. Council also found that the envelope conveyed the

*continued*

impression that it contained important public service information that emanated from Health Canada. Because there was nothing on the envelope to indicate that the mailing piece inside was actually a commercial solicitation, Council also concluded that the advertisement was presented in a style or format that concealed its commercial intent.

**Infraction:** Clauses 2 and 9.

## CLAUSE 10 SAFETY

**Advertiser:** Service Provider  
**Region:** National  
**Media:** Television  
**Complaints:** 1 of 20 complaints received about 2 advertisements was adjudicated by Council

**Description:** In commercials for adult-oriented products and services, a child was prompted by an older sibling to engage in dangerous activities.

**Complaint:** The commercials encouraged and condoned unsafe activity.

**Decision:** Although these commercials were directed to an adult audience, Council believed they were extremely realistic and likely to influence children who might be exposed to them. Council found the commercials depicted potentially unsafe behaviour that could reasonably be interpreted as encouraging dangerous acts.

**Infraction:** Clause 10.

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

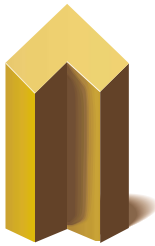
**Advertiser:** Beverage Manufacturer  
**Region:** National  
**Media:** Television  
**Complaints:** 13 of 113 complaints received were adjudicated by Council

**Description:** Two women were depicted in a TV commercial engaging in a passionate kiss. The advertised product was unrelated to any aspect of sexuality.

**Complaint:** The scene in question was highly offensive and inappropriate for viewing during family programming.

**Decision:** The advertiser agreed with the complainants that the commercial should not have appeared as early in the evening as it did in a programme that included children among the viewing audience. Council concluded that, when broadcast during the particular programme, the commercial displayed obvious indifference to conduct or attitudes that offended standards of public decency prevailing among a significant segment of the population. However, Council also concluded that when the same commercial was confined to age-appropriate programming in the 9.30 p.m. and later time periods, it did not contravene the *Code*.

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



ADVERTISING  
STANDARDS CANADA

# AD COMPLAINTS REPORT

2004 SECOND QUARTER

## OVERVIEW

The following are case summaries of consumers' complaints about advertising that were upheld by National and Regional Consumer Response Councils (Councils) from April 1, 2004 until June 30, 2004. Councils are composed of senior advertising industry and public representatives, who volunteer their time to adjudicate consumers' complaints under the provisions of the *Canadian Code of Advertising Standards (Code)*.

The case summaries are divided into two sections.

The **"Upheld Complaints"** section identifies the involved advertisers and provides details about consumers' complaints regarding advertisements that were found by Councils 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.

The **"Advertiser Action"** section summarizes consumers' complaints upheld by Councils without identifying the advertiser or the advertisement. In these cases, the advertiser either withdrew 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 brought forward to Council for adjudication. Retail advertisers also ran timely corrective advertisements as required under the *Code*.

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# UPHELD COMPLAINTS

APRIL 1, 2004 – JUNE 30, 2004

CANADIAN CODE OF ADVERTISING STANDARDS

## CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Canada Safeway Ltd.  
**Industry:** Retail  
**Region:** B.C.  
**Media:** Flyer  
**Complaints:** 1

**Description:** Several varieties of frozen fish were advertised at a special price. The advertisement included a photograph of a box of “salmon in dill sauce”. The description adjacent to the photograph stated “Salmon Fillets. 680 g. \$10.99 ea.”.

**Complaint:** The complainant tried to purchase the advertised product at his local store in Surrey but was told that the sale price applied to “salmon fillets”, not “salmon in dill sauce”.

**Decision:** The advertiser acknowledged that the wrong photograph had mistakenly been used in the advertisement and that salmon in dill sauce was not one of the items included in the sale. Based on the facts, Council concluded that the advertisement contained an inaccurate representation about a product.

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

**Advertiser:** Dennison Chevrolet Oldsmobile Ltd.  
**Industry:** Automotive  
**Region:** B.C.  
**Media:** Newspaper  
**Complaints:** 1

**Description:** A van was advertised as having a “5 Star Safety Rating”.

**Complaint:** The reference to the vehicle’s safety rating in the advertisement was inaccurate.

**Decision:** The advertiser acknowledged that the advertisement should have, but did not state that the 5 Star safety rating applied to the vehicle’s side impact safety rating when equipped with side airbags. The advertiser also stated that it would ensure the correct safety rating is used in all future advertising. Based the facts, Council concluded that the advertisement contained an inaccurate statement and also omitted relevant information.

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

**Advertiser’s Verbatim Statement:** “We agree with the findings of the Consumer Response Council that the advertisement for the vehicle should have indicated that the 5 Star safety rating applied to the vehicle’s side impact safety rating when equipped with side impact airbags. This information was inadvertently omitted from the advertisement. We will endeavour to ensure that this information is not omitted in our future advertisements of a similar nature.”

*continued*

**Advertiser:** Fitness Source  
**Industry:** Retail  
**Region:** Ontario  
**Media:** Magazine  
**Complaints:** 1

**Description:** A brand name piece of training equipment was featured at an attractive introductory price.

**Complaint:** The featured model was unavailable in the store visited by the complainant at the price listed in the advertisement.

**Decision:** Based on the undisputed information provided by the complainant, Council concluded that the advertisement contained an inaccurate representation about a product.

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

**Advertiser:** Flowers-Gifts-Russia.com  
**Industry:** Retail  
**Region:** National  
**Media:** Internet  
**Complaints:** 1

**Description:** In a website advertisement for a floral delivery service, a bouquet was described as including roses.

**Complaint:** According to the complainant, the bouquet that was delivered by the advertiser did not include any roses whatsoever.

**Decision:** Based on the undisputed information provided by the complainant, Council concluded that the advertisement contained an inaccurate representation about a product.

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

**Advertiser:** Hyundai Canada  
**Industry:** Automotive  
**Region:** Quebec  
**Media:** Newspaper and Television  
**Complaints:** 2

**Description:** In its television and print advertising, sales and leasing options were advertised for six car models. Details were provided in a small print disclaimer in the commercial and in the print advertisement.

**Complaint:** The small print disclaimer in the commercial was unreadable, and the complainant could not determine from the print advertisement what the required monthly leasing fee would be for a specific model of car.

**Decision:** Council found that the small print disclaimer at the bottom of the screen in the television commercial was impossible to read. With respect to the disclaimer in the print advertisement, all pertinent details of the offer were not clearly and understandably stated.

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

*continued*

**Advertiser:** TigerDirect.ca  
**Industry:** Household  
**Region:** Quebec  
**Media:** Catalogue  
**Complaints:** 1

**Description:** On the front page of the advertiser's catalogue, the words "*Lowest Prices Anywhere And Free Shipping*" were printed in large, bold type.

**Complaint:** When the complainant called to order a product, he was told that shipping costs would be added to his order.

**Decision:** As a result of a printing error, there was no asterisk adjacent to the "Free Shipping" claim directing readers to relevant conditions regarding shipping, which were located elsewhere in the document. Council found that the advertisement contained inaccurate claims, omitted relevant information, and did not clearly and understandably state all pertinent details of the offer.

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

## CLAUSE 1 ACCURACY AND CLARITY

### CLAUSE 3 PRICE CLAIMS

### CLAUSE 4 BAIT AND SWITCH

**Advertiser:** Embassy Suites Hotel (Fallsview)  
**Industry:** Travel and Accommodation  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** In a newspaper advertisement, "grand opening rates" for a two room suite were advertised "from \$99.95". Two-night packages were offered "from \$199.95".

**Complaint:** When the complainant tried to book a two-night package she was told by representatives of the advertiser that they had sold out and none was available. She was quoted alternative two-night prices ranging from \$279.95 to \$799.95 per room.

**Decision:** Nothing in the advertisement alerted consumers to the fact that there were only a very limited number of rooms available at the grand opening rate, and that consumers had to act quickly to take advantage of the special prices. The *Code* provides that if an item is in limited supply, or if the seller can fulfil only limited demand, this must be clearly stated in the advertisement. Because it was not, Council concluded the advertisement misrepresented the consumer's opportunity to purchase the product at the advertised price, omitted relevant information, and did not disclose all details of an offer in a clear and understandable manner.

**Infraction:** Clauses 1(a) and (b), 3, and 4.

## CLAUSE 10 SAFETY

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** Bell Sympatico  
**Industry:** Service  
**Region:** National  
**Media:** Television  
**Complaints:** 3

**Description:** In a commercial for a high-speed Internet service, the younger of two boys was shown being physically hit by baseballs mechanically pitched to him at increasingly higher speeds.

**Complaint:** The commercial encouraged and condoned dangerous and unsafe activity.

**Decision:** Although the younger boy was shown unharmed and smiling at the end of the commercial, Council found that the commercial realistically depicted unsafe behaviour that could reasonably be interpreted as encouraging dangerous acts. In addition, Council found the actions of the older boy, also featured in the commercial, towards his younger sibling constituted bullying behaviour that undermined human dignity.

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

**Advertiser:** Ottawa Renegades Football Club  
**Industry:** Recreation/Entertainment  
**Region:** Ontario  
**Media:** Television  
**Complaints:** 1

**Description:** A conventional-looking man was shown being induced to cross the street against a red light. Upon doing so the man was hit by a car and thrown against the car's windshield, which shattered. The man, after bouncing off the windshield, landed on his back in the middle of the street.

**Complaint:** The commercial encouraged and condoned an unsafe activity.

**Decision:** In its evaluation, Council followed the directive in the *Code Interpretation Guideline* to assess the impression likely to be conveyed by an advertisement by considering the “*use and application of elements such as humour and fantasy*”. Council found the elements of humour and fantasy in this commercial did not negate the overall message communicated by it. The message was that traffic signals should be ignored; or, alternatively, that people interested in attending the club's football games are people who would cross against traffic lights, regardless of the personal cost or consequence. Council concluded that, by depicting a situation that might be interpreted as encouraging unsafe practices, the commercial displayed a disregard for safety. Furthermore, Council found that the depiction of a person intentionally ignoring a traffic signal, thus causing a serious accident, exhibited obvious indifference to unlawful behaviour.

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

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** McNaught Pontiac Buick Cadillac GMC  
**Industry:** Automotive  
**Region:** Manitoba  
**Media:** Television  
**Complaints:** 3

**Description:** A commercial depicted a driver of a car aggressively and angrily berating the driver of a second car for blocking his way. The second driver ultimately pushed his car's trunk release button, whereupon a monkey emerged from the trunk and proceeded to beat the first driver over the head with a tire iron.

**Complaint:** The commercial condoned and encouraged the use of violence.

**Decision:** In its evaluation, Council followed the directive in the *Code* Interpretation Guideline to assess the impression likely to be conveyed by an advertisement by considering the “*use and application of elements such as humour and fantasy*”. Council found this commercial clearly conveyed the impression that resorting to extreme violence is acceptable. Council also found the elements of humour and fantasy in this commercial did not negate this clearly communicated impression. According to the norms of contemporary society, road rage leading to physical violence resulting in personal injury should not be condoned or encouraged. Council therefore concluded that the commercial exploited, condoned, and incited violence, as well as exhibited obvious indifference to unlawful behaviour.

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

**Advertiser:** Moosehead Breweries Ltd.  
**Industry:** Alcoholic Beverages  
**Region:** National  
**Media:** Television  
**Complaints:** 2

**Description:** Scenes in a commercial for a beverage featured close-ups of women and men applying suntan lotion to exposed buttocks.

**Complaint:** The complainants believed the commercial contained scenes that were highly offensive and inappropriate for viewing by children.

**Decision:** The advertiser endeavoured to ensure that the scheduling of the commercial was, for the most part, but not exclusively, after 9:00 p.m. Council concluded that when this commercial was broadcast before 9:00 p.m., the close-ups of men's and/or women's bare buttocks contravened Clause 14(d) of the *Code*. However, if this commercial were only scheduled after 9:00 p.m. in age-appropriate programming (or, alternatively, if the scenes containing the offensive close-ups were removed), Council would not have found that it violated the *Code*.

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

# ADVERTISING ACTION

APRIL 1, 2004 – JUNE 30, 2004

## CANADIAN CODE OF ADVERTISING STANDARDS

### CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Restaurant  
**Industry:** Food/Supermarkets  
**Region:** Ontario  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** Coupons offered meals at specially reduced prices during a promotional period.

**Complaint:** Staff at the location visited by the complainant would not redeem some of his coupons. They claimed the offer was limited to one coupon per household, although the words used on the coupon were actually “one coupon per person per visit”.

**Decision:** According to the advertiser, the location in question was operated by a new franchisee who mistakenly declined to redeem the complainant’s coupons. Based on the facts, Council upheld the complaint finding that the advertisement did not state all relevant information in a clear and understandable manner and omitted relevant information.

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

**Advertiser:** Retailer  
**Industry:** Retail  
**Region:** Quebec  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** Customers were invited to call to make an appointment for a make-up application session at one of the advertiser’s retail locations.

**Complaint:** The consumer booked an appointment, and after the session had concluded she was told she had to buy \$40.00 worth of a specific brand of cosmetics.

**Decision:** The advertiser’ normal practice was to advise clients of the purchase requirement when they called to book an appointment. However, the practice had not been followed in this case. In Council’s opinion, future advertisements of this nature should clearly state the fact that a purchase was required in order to take advantage of the make-up application session. Council found that the advertisement omitted relevant information, and did not clearly and understandably state all pertinent details of the offer.

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

## CLAUSE 2 DISGUISED ADVERTISING TECHNIQUES

**Advertiser:** Direct Seller  
**Industry:** Household  
**Region:** Quebec  
**Media:** Telemarketing  
**Complaints:** 1

**Description:** A representative in a regional branch of the advertiser contacted a consumer by phone to conduct a telephone survey. After answering several questions, the consumer was asked if a representative could come to his home to demonstrate a product. The consumer was offered a gift upon agreeing to the demonstration. Following the demonstration the consumer said he was not interested in purchasing the product and asked for the promised gift. He was denied the gift.

**Complaint:** The advertiser was really compiling a database of names under the guise of conducting a survey.

**Decision:** Council found that this technique disguised the advertiser's commercial intent, and upheld the complaint under Clause 2. After ASC advised the advertiser about the complaint, the advertiser delivered the gift to the complainant.

**Infraction:** Clause 2.

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** Beverage Manufacturer  
**Industry:** Alcoholic Beverages  
**Region:** Quebec  
**Media:** Television  
**Complaints:** 17

**Description:** A television commercial featured female sexuality and provocative behaviour to advertise a product.

**Complaint:** The complainants believed the commercial contained scenes that were highly inappropriate for viewing by children.

**Decision:** Council concluded that when the commercial was broadcast in the early evening, it displayed obvious indifference to conduct or attitudes that offended standards of public decency prevailing among a significant segment of the population. However, Council also concluded that if the same commercial were confined to age-appropriate programming later in the evening, it would not contravene the *Code*.

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

**Advertiser:** Not-for-Profit Organization  
**Industry:** Miscellaneous  
**Region:** Ontario  
**Media:** Out-of-Home  
**Complaints:** 28

**Description:** A person was likened to an animal in a billboard advertisement that promoted the advertiser's viewpoint on a controversial social issue.

**Complaint:** The complainants alleged that the advertisement was highly offensive and exploitative. They believed the advertisement was intentionally created to exploit a notorious and highly publicised tragedy.

**Decision:** It was Council's opinion that, regardless of the advertiser's intention, the advertisement exploited a violent and tragic situation, demeaned and denigrated women and undermined human dignity.

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

**Infraction:** Clauses 14 (b), (c), and (d).

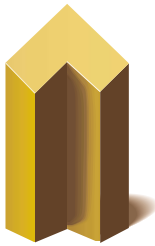
**Advertiser:** Service Provider  
**Industry:** Service  
**Region:** National  
**Media:** Television  
**Complaints:** 19 complaints about 2 advertisements.

**Description:** Two children were featured in exaggerated, but realistic, scenarios.

**Complaint:** The commercials condoned bullying behaviour.

**Decision:** The actions of the older child went beyond good-natured teasing. The commercials showed bullying that potentially could cause the younger child physical or psychological harm. Council found that by depicting, and thereby condoning, bullying behaviour, this advertising undermined human dignity.

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



ADVERTISING  
STANDARDS CANADA

# AD COMPLAINTS REPORT

2004 THIRD QUARTER

## OVERVIEW

The following are case summaries of consumers' complaints about advertising that were upheld by National and Regional Consumer Response Councils (Councils) from July 1, 2004 until September 30, 2004. Councils are composed of senior advertising industry and public representatives, who volunteer their time to adjudicate consumers' complaints under the provisions of the *Canadian Code of Advertising Standards (Code)*.

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# UPHELD COMPLAINTS

JULY 1, 2004 – SEPTEMBER 30, 2004

CANADIAN CODE OF ADVERTISING STANDARDS

## CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Jetsgo  
**Industry:** Travel and Accommodation  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** Fares were prominently displayed in bold type in a newspaper advertisement. Disclaimer language was printed in miniscule type at the bottom of the advertisement.

**Complaint:** Important conditions affecting the offer were not clearly disclosed in the advertisement.

**Decision:** Only by magnifying the nearly-invisible type at the bottom of the advertisement could members of Council, or others, read the disclaimer language. Because the disclaimer was totally unreadable, consumers could not know from the advertisement that there were important conditions directly affecting the advertised fares. Council found that pertinent details of the offer were not clearly and understandably stated and the disclaimer was not presented in a manner as to be clearly visible.

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

**Advertiser:** Les Restaurants Salvatore  
**Industry:** Food/Supermarkets  
**Region:** Quebec  
**Media:** Flyer  
**Complaints:** 1

**Description:** In a pizza flyer, the advertiser promised “Quick and Free Delivery”.

**Complaint:** The complainant was charged for delivery of the pizza he ordered from one of the restaurant’s regional locations.

**Decision:** Based on the facts, Council found that the advertisement contained inaccurate claims about a service and also omitted relevant information.

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

*continued*

**Advertiser:** PC Village Computers  
**Industry:** Retail  
**Region:** Ontario  
**Media:** Newspaper  
**Complaints:** 1

**Description:** A DVD burner was advertised at a special price. In close proximity to the price, the words “limited quantity” were printed.

**Complaint:** The advertisement was misleading since none of the featured product was in stock at any PC Village store contacted by the complainant.

**Decision:** Having confirmation from the advertiser that no product was available when the advertisement ran, Council upheld the complaint, finding that the advertisement made an inaccurate claim about the availability of the product and omitted relevant information.

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

## ADVERTISING ACTION

JULY 1, 2004 – SEPTEMBER 30, 2004

CANADIAN CODE OF ADVERTISING STANDARDS

### CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Restaurant  
**Industry:** Food/Supermarkets  
**Region:** Quebec  
**Media:** Flyer  
**Complaints:** 1

**Description:** A restaurant chain advertised free pizza delivery. The advertisement included a map showing the territory to which the free delivery applied.

**Complaint:** The complainant believed the advertisement was misleading. He had previously enjoyed free delivery, but because the advertiser had recently changed the territory to which free delivery applied, the complainant was charged for delivery.

**Decision:** Council found that the advertisement contained inaccurate claims with regard to a service and also omitted relevant information. Upon learning of the complaint the advertiser printed a new flyer to accurately reflect the change to the territory.

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

*continued*

**Advertiser:** Retailer  
**Industry:** Retail  
**Region:** Alberta and British Columbia  
**Media:** Radio  
**Complaints:** 1

**Description:** In a radio commercial, the advertiser made an unlimited, unqualified buy-back offer.

**Complaint:** The advertisement was misleading. The advertiser would not re-purchase the product from the complainant because her original purchase predated the advertiser's offer.

**Decision:** The language in the commercial was ambiguous. The principal impression conveyed was that this offer was not new; that it represented the advertiser's regular return policy. Since no commencement or termination date for the promotion was given in the commercial, it was reasonable for the complainant to conclude that the buy-back offer applied to past as well as future purchases from the advertiser. Council, therefore, found that the advertisement made an inaccurate representation about the terms of the offer and also failed to state all pertinent details of an offer (i.e., time limitation).

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

**Advertiser:** Retailer  
**Industry:** Household  
**Region:** Quebec  
**Media:** Internet  
**Complaints:** 1

**Description:** A 750 Watt blender was offered for sale in an Internet advertisement.

**Complaint:** Upon receipt of the order, the complainant discovered that the blender was only 600 Watts.

**Decision:** Based on the facts, Council upheld the complaint, finding that the advertisement contained an inaccurate claim. Upon discovering the mistake, the advertiser appropriately corrected the advertisement.

**Infraction:** Clause 1(a)

**Advertiser:** Service Provider  
**Industry:** Retail  
**Region:** Ontario  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** A low monthly leasing fee for an electronic device was advertised.

**Complaint:** The advertisement was misleading because it did not state that a one-time activation fee applied in addition to the monthly fee.

**Decision:** The advertiser acknowledged that it mistakenly omitted an important element of the offer. Based on the facts, Council upheld the complaint finding that the advertisement did not state all pertinent details in a clear and understandable manner and omitted relevant information.

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

## CLAUSE 1 ACCURACY AND CLARITY

## CLAUSE 3 PRICE CLAIMS

**Advertiser:** Fitness Centre  
**Industry:** Recreation/Entertainment  
**Region:** Quebec  
**Media:** Newspaper  
**Complaints:** 1

**Description:** In a print advertisement, the advertiser offered a special 12 month membership at \$99.00, claiming that the regular price was \$329.00.

**Complaint:** The complainant believed the advertisement was misleading. The 12 month membership fee had been offered at \$99.00 for many months.

**Decision:** Council found that the special price had become the advertiser's regular price. As a result, Council concluded that the advertisement contained an unrealistic and exaggerated price comparison. Upon learning of the complaint, the advertiser appropriately amended the advertisement.

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

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** Beverage Manufacturer  
**Industry:** Food/Supermarkets  
**Region:** National  
**Media:** Television  
**Complaints:** 32

**Description:** A television commercial featured nude women to advertise a product.

**Complaint:** The scenes in question were highly offensive and denigrated women.

**Decision:** Council determined that the commercial denigrated women by exploiting their sexuality and, gratuitously and without merit, exceeded the standards of public decency prevailing among a significant segment of the population.

**Infraction:** Clauses 14(c) and (d).

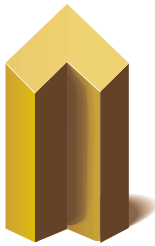
**Advertiser:** Beverage Manufacturer  
**Industry:** Food/Supermarkets  
**Region:** Quebec  
**Media:** Out-of-Home  
**Complaints:** 2

**Description:** In a billboard advertisement, a young woman was featured sitting on a sofa with an oversized bottle of the advertised product positioned between her knees. The accompanying copy was suggestive of her state of discomfort.

**Complaint:** The advertisement was degrading to women and highly offensive.

**Decision:** Council found that the woman's pose, together with the copy objectified women and exploited their sexuality to sell a product unrelated to sexuality. As a result, Council concluded that the advertisement demeaned and denigrated women.

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



ADVERTISING  
STANDARDS CANADA

# AD COMPLAINTS REPORT

2004 FOURTH QUARTER

## OVERVIEW

The following are case summaries of consumers' complaints about advertising that were upheld by National and Regional Consumer Response Councils (Councils) from October 1, 2004 until December 31, 2004. Councils are composed of senior advertising industry and public representatives, who volunteer their time to adjudicate consumers' complaints under the provisions of the *Canadian Code of Advertising Standards (Code)*.

The case summaries are divided into two sections.

The **"Upheld Complaints"** section identifies the involved advertisers and provides details about consumers' complaints regarding advertisements that were found by Councils 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.

The **"Advertiser Action"** section summarizes consumers' complaints upheld by Councils without identifying the advertiser or the advertisement. In these cases, the advertiser 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. Retail advertisers also ran timely corrective advertisements as required under the *Code*.

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Information about the Code, the Consumer Complaint Procedure, and previous Ad Complaints Reports is available at: [www.adstandards.com](http://www.adstandards.com)

# UPHELD COMPLAINTS

OCTOBER 1, 2004 – DECEMBER 31, 2004

## CANADIAN CODE OF ADVERTISING STANDARDS

### CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Family Pizza  
**Industry:** Food/Supermarkets  
**Region:** B.C.  
**Media:** Print  
**Complaints:** 1

**Description:** In a print advertisement, the advertiser offered “Free Delivery”.

**Complaint:** Contrary to the advertised claim, the complainant was charged for delivery of a pizza.

**Decision:** Based on the facts, Council found that the advertisement contained a misleading claim and omitted relevant information about an offer.

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

**Advertiser:** Future Shop, a Division of Best Buy Canada Ltd.  
**Industry:** Retail  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** Access to High Speed Internet was advertised at a price that included one month of Internet service at no charge.

**Complaint:** The advertisement did not mention that a starter kit must be purchased in order to obtain one month of Internet service without charge.

**Decision:** The requirement to purchase a starter kit was unintentionally omitted from the advertisement. Based on the acknowledged facts, Council found that the advertisement omitted an important detail.

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

**Advertiser:** People for the Ethical Treatment of Animals  
**Industry:** Not-for-Profit  
**Region:** Alberta  
**Media:** Out-of-Home  
**Complaints:** 3

**Description:** In a billboard advertisement, the advertiser claimed that eating meat causes cancer.

**Complaint:** The complainants alleged that the claim was untrue and unsubstantiated.

**Decision:** Based on the available evidence, Council concluded that the broad, unqualified claim overstated the currently acknowledged scientific facts. Council found that the advertisement contained an inaccurate statement about a product and also omitted relevant information.

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

*continued*

**Advertiser:** People for the Ethical Treatment of Animals  
**Industry:** Not-for-Profit  
**Region:** Alberta  
**Media:** Out-of-Home  
**Complaints:** 18

**Description:** In a billboard advertisement the advertiser claimed that drinking milk can result in impotence.

**Complaint:** The complainants alleged that the claim about milk was false and unsubstantiated.

**Decision:** In Council's opinion, to claim without reservation or reasonable scientific evidence that "milk" can cause impotence was inaccurate and offensive under the *Code*.

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

## ADVERTISER ACTION

OCTOBER 1, 2004 – DECEMBER 31, 2004

### CANADIAN CODE OF ADVERTISING STANDARDS

#### CLAUSE 1 ACCURACY AND CLARITY

**Advertiser:** Automobile Dealer  
**Industry:** Automotive  
**Region:** Alberta  
**Media:** Print  
**Complaints:** 1

**Description:** The advertiser claimed that it guaranteed credit approval to all applicants.

**Complaint:** The complainant alleged that the guarantee was inaccurate and misleading.

**Decision:** While each applicant was approved for credit, depending on the applicant's credit history, the advertiser required a certain amount of money as a down payment. Because this condition was not included in the advertisement, Council concluded that the advertisement did not clearly and understandably state all pertinent details of the offer. Upon learning of the complaint, the advertiser amended the claim in the advertisement by including a reference to the required down payment.

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

*continued*

**Advertiser:** Retailer  
**Industry:** Retail  
**Region:** B.C.  
**Media:** Point-of-Sale  
**Complaints:** 1

**Description:** A hair care product was advertised at a “special price”.

**Complaint:** The “special price” was no different from the retailer’s regular selling price for the featured product.

**Decision:** The advertiser acknowledged that due to a manual error in checking, the wrong price was used in this promotion. Based on the facts, Council concluded that the advertisement contained an inaccurate representation about the price of a product.

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

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

**Description:** Two medium pizzas with two toppings were offered at a special price.

**Complaint:** The complainant was charged a higher than advertised price for medium pizzas with two toppings.

**Decision:** The advertisement, inadvertently and in error, failed to state that the special price applied only to pizzas with “regular” (as distinct from “special”) toppings. Council found that the advertisement omitted an important detail.

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

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

**Description:** Telecommunications services were advertised at a special price for the first two months. Terms and conditions of the offer were set out in small print in a paragraph at the bottom of the advertisement.

**Complaint:** The advertised price did not include the amount of a system access fee.

**Decision:** Although there was language in the terms and conditions that said a system access fee applied in addition to the advertised price, it was linked to an offer different from the prominently displayed special price for the featured service. Council concluded that the advertisement did not clearly and understandably state all pertinent details of the offer and that the disclaimer was not presented in a manner as to be clearly visible.

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

*continued*

**Advertiser:** Telecommunications Company  
**Industry:** Service  
**Region:** Quebec  
**Media:** Direct Mail  
**Complaints:** 1

**Description:** An advertisement for telecommunications services offered packages for \$10.00 per month.

**Complaint:** The complainant believed the advertisement was misleading because he could not purchase the option he wanted at the advertised price.

**Decision:** Council found that the advertisement contained inaccurate statements.

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

**Advertiser:** Telecommunication Company  
**Industry:** Service  
**Region:** National  
**Media:** Television  
**Complaints:** 1

**Description:** A commercial promoted a telecommunications service at a special monthly fee.

**Complaint:** The complainant believed that the commercial was misleading because it did not mention that a line activation fee would be charged to customers who did not have any existing service.

**Decision:** To Council, the commercial conveyed the message that no fees applied to the service, other than a monthly fee. It was unclear from the commercial that a line activation fee could be charged in some cases. The commercial included a supered disclaimer stating that taxes and service fees were extra. However, the super was difficult to read and it was unclear what was included as an extra under the category of “service fees”. Council found that the commercial omitted relevant information and did not clearly and understandably state all pertinent details of the offer. In addition, Council found that the disclaimer contradicted the more prominent aspect of the message and was not presented in a manner as to be clearly visible.

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

*continued*

## CLAUSE 2 DISGUISED ADVERTISING TECHNIQUES

**Advertiser:** Consumer Product Manufacturer  
**Industry:** Personal & Proprietary  
**Region:** National  
**Media:** Flyer  
**Complaints:** 1

**Description:** A flyer promoting the advertiser's line of products was published in a newspaper-like format. It included an article written by a medical authority. The title included the words "News. Volume 3". The flyer was bundled, along with other material, inside daily newspapers that were delivered to homes.

**Complaint:** The complainant believed that the format of the flyer made it appear to be a newspaper, rather than sponsored advertising.

**Decision:** Council understood that, since it was a free-standing insert, the flyer could easily become separated from the rest of the newspaper, including other flyers, by the time it was read by various members of a household. In Council's opinion, by using a newspaper format and including an article by a recognized independent medical authority, it would be reasonable to believe the flyer was something other than advertising. Moreover, in disclaimer language appearing at the end of the flyer, the flyer was referred to as "this newspaper", reinforcing the impression that it wasn't sponsored advertising.

**Infraction:** Clause 2.

## CLAUSE 14 UNACCEPTABLE DEPICTIONS AND PORTRAYALS

**Advertiser:** Retailer  
**Industry:** Retail  
**Region:** Quebec  
**Media:** Point of Sale and Out-of-Home  
**Complaints:** 2 (about two different advertisements)

**Description:** Advertisements for household products focused solely on parts of men's and women's bodies.

**Complaint:** The advertisements gratuitously exploited both female and male sexuality.

**Decision:** Council agreed with the complainants that the depiction of male and female nudity in advertising for products completely unrelated to nudity or sexuality demeaned and denigrated men and women.

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