

Advertising Standards Authority

Broadcast Advertising
Adjudications

9 March 2005



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ADVERTISER: Anheuser-Busch Europe Ltd
AGENCY: DDB London Ltd
Date: 9 March 2005
Media: Television
No. of complaints: 22

COMPLAINT:

A commercial for Michelob ULTRA beer featured various sporting activities; running, diving, cycling, tennis, aerobics and kick boxing. The voice-over and text said "If this is what your life is about, this is your beer." A couple were then seen drinking the product at a bar.

Viewers believed that the advertisement linked alcohol with sporting activities. They were concerned that it implied alcohol was conducive to a healthy lifestyle; that by presenting an enviable, robust lifestyle, young people would associate beer with fitness and that it implied the beer could improve sporting prowess. One of the viewers was also concerned that combining alcohol and exercise would be dangerous.

ADJUDICATION: Complaints not upheld

The advertiser said that the simple message of the commercial was that for those who enjoy an active lifestyle and who enjoy beer, Michelob ULTRA was the beer for them. The advertisement showed individuals engaged in physical activity and finished with two people about to enjoy a beer at a bar. The advertiser said the separation of the two events was clear. The sporting images were shot in black and white, with the people dressed in casual sportswear, while the bar scene was in colour and the couple wore casual clothes. It did not agree that the advertisement suggested that physical performance was improved by drinking the beer; no one was shown drinking and then performing at a better level. The advertiser said the commercial depicted refreshment after physical activity.

The Broadcast Advertising Clearance Centre (BACC) agreed with the advertiser's response. It also pointed out that other beer advertisements had shown sporting activities, including one for Guinness and one for London Pride.

No health benefit claims were made in the Michelob ULTRA commercial. We did not consider that it implied drinking the beer would improve fitness or sporting prowess, or that Michelob ULTRA was conducive to a healthy lifestyle. The commercial suggested that if people related to the lifestyle shown in the advertisement then they might consider drinking Michelob ULTRA as an alternative to other beers. We did not believe that the

advertisement advocated drinking alcohol while exercising. The two were clearly shown separately in the advertising.

In the circumstances, we did not believe there were grounds for further action.

ADVERTISER: Hutchison 3G UK Ltd
AGENCY: WCRS
Date: 9 March 2005
Media: Television
No. of complaints: 1

COMPLAINT:

An advertisement for 3, the mobile phone network provider, said, 'Get this Christmas' must have pressie ... a 3Pay gift box with free music videos, goals and games ... and free video calls ... and free video messages too.' It showed what appeared to be characters from a computer game with speech bubbles repeating what was said in voiceover. One of the speech bubbles contained a handset. On-screen text read: 'Activate by 6.1.05 to qualify. Use within 1 month. Service limitations, exclusions and terms apply. Rent games only.'

A viewer, who was an existing 3 customer, complained as he thought the advertisement offered a special promotion that he could activate within 30 days. He did not think it made clear that the offer was only available to new 3 customers.

ADJUDICATION: Complaint upheld

The BACC confirmed that the advertised gift box comprised a handset (phone), a £15 voucher and - if the handset was activated by 6 January - access to 3's video content until the offer end date, 20 video calling minutes, 20 video messages and games rental for the offer period. BACC believed the advertisement made it clear that the offer was available to new 3 customers only. Firstly, because of the reference to the need to 'activate by 6.1.05', it believed that activation clearly referred to the enabling of a phone for the first time, in this case a new 3 handset with the additional features such as video calling. It saw credits and top-ups, however, simply as being added to a user's credit balance. Secondly, it believed the reference to a 'gift box' suggested a complete package - everything a new customer would need. It believed this was reinforced by a handset being shown on screen.

The advertising agency made similar points, saying that the reference to a gift box - which they believed would obviously require purchase - should make it clear that the offer was available to new customers purchasing a gift box rather than existing customers.

Our understanding was that pay-as-you-go mobile phone customers would routinely buy top-ups, vouchers or add-ons. In a customer's mind, any of these might need to be 'activated' before use. We therefore did not agree that the reference to the need to 'activate' the offer would necessarily make it clear

that existing customers were excluded. Neither did we agree that the reference to a gift box in this advertisement would be understood to mean the purchase of a complete package, as a handset was shown only briefly on screen during the advertisement. In our view, it was unclear what the offer consisted of and who it applied to. It was likely to mislead existing 3Pay customers as there was nothing in the advertisement to suggest that they were not eligible to buy the package to use with their existing phones on their existing agreements. We therefore found the advertisement in breach of Rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications) of the CAP (Broadcast) TV Advertising Standards Code. It must not be shown again in that form.

ADVERTISER: Index Ltd
AGENCY: Clark, McKay and Walpole
Date: 9 March 2005
Media: Television
No. of complaints: 1

COMPLAINT:

An advertisement for Index offered up to one-third off a range of items. The voiceover stated 'At Index now there's up to a third off trees and decorations, all MP3 players, and Bratz toys. Index: seriously good choice, extremely silly prices.' The onscreen text, which appeared throughout, read '1/3 off' and 'Offers end 1st December'.

1. A competitor, Argos, complained that not all MP3 players were discounted which they felt contradicted the claim. It provided evidence from the Index web site to support its complaint.

Authority challenges:

2. As there was no indication that the offer was limited other than by the date it was due to finish, we asked index to demonstrate that all trees, decorations and Bratz toys also had up to 1/3 off.

3. We also noted that the voiceover said 'up to a third off' whereas the onscreen text said '1/3 off' and asked for comments.

ADJUDICATION:

1. Not upheld

Index said it stocked 21 MP3 players and all were subject to a price reduction with more than 10 per cent reduced by at least a third in line with the Code of Practice for Traders on Price Indications.

We accepted the evidence provided by Index and considered that the claim was not misleading.

2. Upheld

Index said it could not demonstrate that all trees, decorations and Bratz toys had some discount because it had understood that an 'up to' claim only required it to provide the stated reduction on 10% of items with no requirement to discount additional items.

As not all items were discounted we found the advertising misleading.

3. Upheld

Index said that when the onscreen text and the voiceover were taken in combination it believed the 'totality' of the message was clear. However, it said it would avoid using one to qualify the other in future advertisements. The BACC said the fact that there may on occasions be differences between the communication of the text and body of the commercial should not automatically be taken to indicate contradiction. The job of the superimposed text in this instance was to reinforce the magnitude of the potential saving rather than in any way limit the extent of the saving and as such it was hard to see it as contradictory or as offering any potential for harm to a viewer.

We accepted that there may be occasions where the onscreen text is different from the voiceover in order for one to qualify or reinforce the other. However, in this instance we considered that the onscreen text, which reflected an exact discount of 1/3 off, contradicted the claim in the voiceover, which reflected a range of discounts of up to 1/3 off, and welcomed the positive response from Index on the issue.

The advertising breached CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.4.2. (Superimposed text). It must not be shown again in its current form.

ADVERTISER: Land of Leather

AGENCY: Blair Fowles

Date: 9 March 2005

Media: Television

No. of complaints: 2

COMPLAINT:

Commercials for Land of Leather sale said "Pay nothing for a year. No deposit".

Viewers complained that they had been refused, as there was an age limit on the offer. They were both aged over 80.

ADJUDICATION: Complaints upheld

The Broadcast Advertising Clearance Centre and the advertising agency, which had recently taken over the Land of Leather account from another agency responsible for the advertisements, explained that they had not known that an upper age restriction existed on the financial product. Superimposed text which said 'Max age 75' was added as soon as they became aware of the complaints. While we acknowledge the swift action taken to correct the commercials, none the less, when first broadcast an important qualification had not been included. The advertising had therefore been misleading.

The commercials breached CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications).

ADVERTISER: Peugeot
AGENCY: Euro RSCG London
Date: 9 March 2005
Media: Television
No. of complaints: 121

COMPLAINT:

An advertisement for Peugeot 206 Sports Edition showed a man and a boy in a parked car. The boy was in the back dressed in a fancy dress robber's costume with a stripy top and mask. He said 'I don't want to go. I won't know anybody'. The man then ruffled the boy's hair and reassured him that everything would be fine. The boy got out of the car, took out a toy pistol and walked away.

The man looked over at a nearby poster advertisement showing the Peugeot 206 Sports Edition. The voiceover said 'The new Peugeot 206 Sports starts from just 8,995 so you don't have to go to extreme lengths to own one'. Alarm bells were heard ringing and the boy raced out of a bank with two over-spilling bags of bank notes. He hopped into the back of the car shouting 'drive dad, drive!'

121 viewers raised issues about the advertisement:

1. The majority felt it was inappropriate to show children acting illegally or being coerced into doing something against their will and/or felt that the advertisement set a poor example.
2. Some felt that children or parents might try to emulate the behaviour shown or that it might encourage young people to steal.
3. Others felt the advertisement trivialised serious crime and promoted gun culture.

ADJUDICATION:

1. Complaints not upheld

The advertiser said the advertisement was 'never at any stage meant to offend people, encourage emulation or trivialise crime and gun culture.' The Broadcast Advertising Clearance Centre (BACC) said it felt that the advertisement was not condoning theft or coercion of minors to commit criminal acts. It saw this purely as a light-hearted advertisement wrapped around the concept of an affordable car which you did not have to go to great lengths to obtain.

We thought the advertisement was clearly light-hearted. The essence of the joke lay in the apparent normality of the situation at the start where the boy appeared reluctant to go to a fancy dress party. We felt the absurdity of a young boy dressed in a fancy dress costume being able to rob a bank was an acceptable part of the overall humour and was in no way intended or likely to promote a child being coerced into carrying out criminal activity. We did not think the advertisement set a poor example as the situation was both outrageous and comic, and typical of the kind of action that children might view on a regular basis in programmes and cartoons. We believed children would readily distinguish between the imaginary tale portrayed in the advertisement and the likely reality of robbing a bank.

2. Complaints not upheld

The BACC said it did not fear emulation in this instance as this was an extreme length to go to and practically impossible to recreate in real life. The chances of a young child being taken seriously in a bank robbery were negligible, especially brandishing an obviously plastic toy gun.

We did not think a comic portrayal of a young boy robbing a bank was likely to encourage anyone (including children) to mimic the behaviour shown or to steal generally. We felt there was a sufficiently large disparity between the circumstances shown in the advertisement and the act of stealing in real life to avoid emulation.

3. Complaints not upheld

The BACC said the issue of trivialising gun crime was an issue it took very seriously. It made sure it was obvious the gun was a toy, was never brandished in an intimidating fashion and at all times was shown in the context of fancy dress.

We did not think the advertisement would trivialise real crime in the eyes of viewers nor did we think it portrayed guns as either acceptable or attractive and was unlikely to be seen by most viewers as promoting gun culture.

The advertisement was not found to be in breach of the CAP (Broadcast) TV Advertising Standards Code.