

Advertising Standards Authority

**Broadcast Advertising
Adjudications**

23 November 2005



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ADVERTISER: Arnold Clark Automobiles Ltd

AGENCY: Scottish Media Group

Date: 23 November 2005

Media: National press/Regional press/Television/Radio

No. of complaints: 3

COMPLAINT:

Objections to a regional press ad, a national press ad, a TV ad and a radio ad for a car dealership.

a. The regional press ad stated "WITH 5 YEARS THAT'S 260 WEEKS!! 0% APR TYPICAL ON THOUSANDS OF CARS" and continued "YOU CAN BUY A £6000 CAR FOR ONLY £22.69 PER WEEK AND ONLY £100 DEPOSIT". Underneath it showed 26 cars with their specifications and price details.

b. The national press ad stated "5 YEARS THAT'S 260 WEEKS 0% APR TYPICAL ON THOUSANDS OF CARS YOU CAN BUY A £5000 CAR WITH £100 DEPOSIT FOR ONLY £18.84 PER WEEK".

c. The TV ad showed a theatrical agent talking to an actor. Onscreen text stated "0% APR typical. Cash price £5022. Deposit £100. Balance £4922. 260 weekly payments £19. Total payment £5022. A guarantor may be required." The agent said "To be honest, Clayton, Sir Arnold is not keen on the ninja stroke Kung Fu angle. Arnold Clark is giving up to five years at 0% on thousands of cars. Look, a £5000 car for £100 deposit at only £19 a week. A deal this good you do not need to smash breeze blocks with your bare head".

d. The radio ad stated "Spend £100 on a wild night out and you'll get this", a second voice groaned "oh my head". It continued "or you could visit your local Arnold Clark dealership and get this: a £5000 car for only £18.84 per week or a £6000 car for only £22.69 per week. All for only £100 deposit with five years 0% finance, five years, that's 260 weeks 0% finance on thousands of cars right now at Arnold Clark, there's a branch near you. A guarantor may be required."

1. One complainant, who was unable to obtain 0% APR on a Corsa SXI featured, objected that the regional press ad was misleading because it implied 0% APR would be available on the cars shown.

2. The other complainants challenged the impression in the press ads, the TV ad and the radio ad that thousands of cars were available on 0% finance for up to five years.

ADJUDICATION:

1. Complaint upheld

Arnold Clark said the complaint had arisen from their attempts to incorporate recent Consumer Credit Act (CCA) legislation into their marketing campaigns. They explained that, after discussing the new legislation with their local Trading Standards department,

they decided to change the format of their five year 0% APR advertising and began to place two ads on the same page. They further explained that ad (a) was an example of that change in format and was two ads placed one above the other: the banner at the top of the page, which stated "WITH 5 YEARS THAT'S 260 WEEKS!! 0% APR TYPICAL ON THOUSANDS OF CARS" and continued "YOU CAN BUY A £6000 CAR FOR ONLY £22.69 PER WEEK AND ONLY £100 DEPOSIT", was one ad; the cars pictured below with specifications and price details constituted a separate ad. Arnold Clark said their ads ran in this format of two per page for approximately 12 weeks but they stopped the approach when they were informed that the Office of Fair Trading considered that readers could view the two ads as one. At that point they changed the format to that of ad (b), which they were still using. They said they had no current plans to use the ad (a) format again. They believed the complaints would not have arisen had they been allowed to continue with their original advertising format.

We noted Arnold Clark changed the format of their advertising in an attempt to conform to recent CCA legislation. We considered, however, that readers were unlikely to realise that ad (a) was two separate ads and were likely to infer that 0% APR was available on the cars shown. We concluded that ad (a) was misleading and welcomed Arnold Clark's decision not to repeat it.

The regional press ad breached CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness).

2. Complaints upheld

Arnold Clark said they had 135 dealerships, each of which offered 0% APR on a range of cars on an ongoing basis. They submitted an invoice from one of their print suppliers, dated 17 February 2005, for 6,250 windscreen banners that stated "5 Years 0% APR". They explained that the banners had subsequently been delivered to their branches and could be re-used many times.

Scottish Media Group (SMG), who cleared the TV ad, said they consulted their local Trading Standards office for advice on the wording of the ad and the validity of the offer. SMG oversaw the filming of the ad, undertook the post-production in house and cleared the ad according to Broadcast Advertising Clearance Centre (BACC) guidance.

GMG Radio, on behalf of Real Radio Scotland, and SMG both said they had requested and obtained from Arnold Clark a written assurance that the claims in the TV and radio ads were accurate. They both sent a copy of the assurance; it stated that all Arnold Clark branches were carrying the five year 0% APR offer, that the offer was available on over 2,000 vehicles across all branches, that payments could be made weekly, that Arnold Clark would honour the offer for two weeks after the last ad had aired and that Arnold Clark had over 12,000 new and used cars at any one time and sold more than 180,000 cars each year.

GMG Radio also said the radio ad was cleared by the Radio Advertising Clearance Centre (RACC).

The RACC said Arnold Clark, a large franchised dealership chain, had been making similar claims on the radio for many years without any complaints from listeners and they had no reason to doubt that they would have access to thousands of cars on the terms

stated in the ad. The RACC were concerned that Arnold Clark's written assurance to GMG Radio that the offer was available on over 2,000 vehicles did not seem to have been honoured.

We noted SMG and GMG Radio had accepted Arnold Clark's assurance that more than 2,000 cars were available at 0% APR for five years; we also noted, however, Arnold Clark had not sent SMG or GMG Radio any documentary evidence to substantiate that assertion. We noted one complainant had visited an Arnold Clark branch and had found only two cars available at 0% APR. A second complainant had visited two branches; no cars were available at 0% APR at one branch and, among the hundreds of cars at the other branch, only a few were available at 0% APR. Although Arnold Clark had bought 6,250 re-usable windscreen banners that stated "5 Years 0% APR", we considered that they had not shown that, at any one time, thousands of cars were available at their branches on 0% finance for up to five years. We concluded that the ads were misleading and told Arnold Clark to amend them to remove the impression that thousands of cars were available on 0% finance for up to five years.

The press ads breached CAP Code clauses 3.1 (Substantiation), 7.1 (Truthfulness) and 16.1 (Availability of products).

The TV ad breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.1 (Evidence) and 5.2.3 (Qualifications).

The radio ad breached CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness).

ADVERTISER: Bateman BMW
BROADCASTER: The Bay
Date: 23 November 2005
Media: Radio
No. of complaints: 1

COMPLAINT:

A radio ad for Bateman BMW said: "A service history from any old garage or a BMW with a full service history from Bateman BMW - which used BMW would you be confident buying? Bateman BMW main dealer service history, essential to the future value of your BMW. To book your service call ..."

Priory Motors, Lancaster complained that the ad implied that having a BMW serviced at any garage other than that of Bateman BMW would result in the car losing value. They said that this was not the case as long as the car's service history was properly documented.

ADJUDICATION: Complaint upheld.

The Bay, who cleared the ad for broadcast, said that they did not feel that the wording of the ad was misleading or unfair or that it denigrated any other service dealer.

Bateman BMW said that it was a BMW main dealer and that in their experience the trade value of a used BMW was invariably dependant on whether or not a car had a properly documented main dealer BMW service history. They said that vehicles without this had significantly lower value to both trade and retail customers. They provided us with two letters from trade customers saying that cars with main dealer service histories were worth more to them than those without.

We noted that Bateman BMW had provided evidence to demonstrate that cars that had full main dealer service histories generally had a higher market value than equivalent cars that did not. However, we considered that the wording of the ad, particularly the use of the word 'essential', implied that unless a BMW had a full service history from a BMW main dealer such as Bateman BMW then it would not retain the best possible market value. We did not consider that the evidence provided by the advertiser was robust enough to support this claim. We considered that the ad was misleading and denigrated other garages.

The ad breached CAP (Broadcast) Radio Advertising Standards Code section 2, rules 3 (Misleadingness) and 7 (Denigration). It should not be broadcast again in its current form.

ADVERTISER: Kellogg Marketing & Sales Company (UK) Ltd

AGENCY: Leo Burnett Ltd

Date: 23 November 2005

Media: Television

No. of complaints: 1

COMPLAINT:

A TV ad for Kellogg's Coco Pops Coco Rocks featured cartoon jungle animals whose game of football was interrupted by falling chocolate meteors. One of the animals, Coco, saved earth by saying the magic words "... Coco Rocks!" and blasting the meteors into smaller bite size chunks. The cereal was described as "A chocolatey surprise for me and you. Crunchy chocolate rocks and soft chocolate centre rocks ..." On-screen text said "Run around, have fun and eat a balanced diet".

The National Consumer Council (NCC) objected to the ad because they believed the text "Run around, have fun and eat a balanced diet" gave a false impression of the product and undermined progress towards national dietary improvements by misleading and confusing consumers about the nature of a balanced diet. They were concerned at the high level of sugar in the cereal. They believed the ad gave a misleading impression of the nutritional benefits of the cereal by making an implied link between health and the product.

ADJUDICATION: Complaint not upheld

The Broadcast Advertising Clearance Centre (BACC) said that the product was clearly a chocolate treat-type cereal aimed at children. They said the ad did not promote eating the cereal three times a day but made it clear that it should be eaten as part of a balanced diet and not to the exclusion of all else. The ad showed examples of other items such as fruit, fruit juice and toast. They believed this was a good message to promote in the current climate of food awareness.

Kellogg's said that Coco Pops Coco Rocks were accurately described in the ad, with visuals and audio referring to the chocolate content, which gave viewers a clear indication of the product's composition. They said they were aware of current food awareness concerns and therefore ensured a range of cereals with varying levels of sugar were available for children.

Kellogg's told us that similar text to "Run around, have fun and eat a balanced diet" was used in all their children's ads to reinforce the message of a combination of a balanced diet and exercise, complimentary to any national dietary improvement schemes. They pointed out that in this case the on-screen text appeared at the same time as the cartoon characters were pictured sitting down to a balanced breakfast of fresh fruit, fruit juice and wholemeal breads. The characters had also just finished playing football, reinforcing the healthy living and exercise message.

Kellogg's said that the ad was intended to show the cereal as part of a balanced meal and make breakfast as a whole more appealing to the one in five children, who according to research, skip what is considered to be the most important meal of the day.

We noted that the chocolate content of the cereal was made clear in the ad and did not consider that viewers would be surprised that the product contained a high level of sugar. We understood that a balanced diet would not necessarily exclude anything sweet. We considered the on-screen text message "Run around, have fun and eat a balanced diet" would be seen by viewers as general good advice about diet and exercise and not as a specific health claim about the product itself. We understood the NCC's concerns that such advice had appeared in an ad for a cereal containing chocolate but given the clear indication of the chocolate content we did not consider that it was likely to either mislead or confuse viewers about the nutritional benefits of the product.

We investigated the ad under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.2 (Implications), 8.3 (Food and dietary supplements), and 8.3.1 (Accuracy in food advertising) but did not find it in breach.

ADVERTISER: News International Ltd t/a News of the World
AGENCY: Euro RSCG London
Date: 23 November 2005
Media: Television / National Press
No. of complaints: 6

COMPLAINT:

A TV ad and front-page flash for the News of the World newspaper promoted a free DVD with highlights of past English cricket matches.

The voiceover in the TV ad said "English cricket's greatest ever matches DVD. Free with this Sunday's News of the World." On-screen text said "England only. Redeem at WOOLWORTHS."

The front-page flash said "FREE ASHES DVD TODAY". Smaller text said "SEE PAGE 57". Even smaller text said "Redeem at WOOLWORTHS".

Six viewers complained about the TV ad.

1. All said it was not sufficiently clear that the DVD was not inside the newspaper.
2. Two also said it was not clear that the offer was limited by both the amount of stock and the time available to redeem it. They understood that the voucher had to be redeemed by Tuesday, August 30, while stocks lasted and felt the TV ad should have made this clear. One of these viewers had visited his local Woolworths store on the day of the offer but it had run out of copies.

One of the complainants also complained about the front-page flash.

3. He said it was not sufficiently clear that the DVD was not inside the newspaper.
4. He also said his local Woolworths store had run out of copies of the DVD and there was no indication on the front-page flash that there was limited availability.

We challenged whether:

5. all Woolworths stores had stock available and
6. there was generally enough stock to meet foreseeable demand.

ADJUDICATION:

1. Complaints upheld

The Broadcast Advertising Clearance Centre (BACC) said the ad was made unacceptable when it came to light that the word "offer" had not been included in the ad to make it clear to viewers that the DVD was not included with the paper itself.

The News of the World said the free product was at no time shown coming out of the paper or shown next to the paper and the voiceover did not say "inside" in order to avoid the impression that the product was inside the paper. They said the Woolworths logo was featured against the standard black background used in all their commercials, and it was very prominent on the screen.

We welcomed the response from the BACC confirming they did not think the ad made the nature of what was on offer sufficiently clear. We noted that the ad included on-screen text stating that the DVD was redeemable at Woolworths. However, by not including the word "offer" and by saying "free with" at the same time as the image of the DVD packaging and just before the front cover of the newspaper appeared on-screen, the overall impression given by the voiceover was that the DVD was inside the newspaper. The on-screen text and Woolworths logo were unlikely to override that impression and we considered the ad was misleading.

2. Complaints upheld

The News of the World said they followed precedent set by their previous advertising that had been approved by the BACC and they did not stray from this structure. They said they had taken on board the complaints made and would ensure that any future advertising of this nature would include clear reference to these points.

We welcomed the decision to amend future advertising. We considered that the limited time to redeem the offer and the limited stock available were significant limitations to the offer and should have been included in the ad to avoid misleading and disappointing viewers.

3. Complaint not upheld

The News of the World said they were careful not to use words that would lead their readers to think that the DVD was inside the paper. They believed the headline "FREE ASHES DVD TODAY" alongside the statement "Redeem at WOOLWORTHS" was sufficient.

We accepted that the headline alongside the statement "Redeem at WOOLWORTHS" was sufficiently clear to inform readers that the DVD was not inside the newspaper. The overall impression given by the front-page flash was that it was a DVD offer redeemable at Woolworths. We therefore did not find it misleading on this point.

4. Complaint upheld

The News of the World said they had stated on the front page where readers could learn more about the offer. They said page 57 stated that the offer was subject to availability, and that it closed on 30 August.

We noted that the details on page 57 made clear the offer was subject to availability. However, we considered the limited availability was a significant condition that should have been made clear on the front-page itself and not just on page 57 in order to avoid misleading and disappointing readers.

5. Not upheld

The News of the World said they had provided a minimum of 110 DVDs to every Woolworths store in England and Wales. However, they said some stores had been

unable to accept delivery on the day before publication which meant they temporarily had no stocks and they were in discussion with Woolworths to try and ensure this did not happen in future.

We noted that every Woolworths store in England and Wales (where the offer was advertised) was supposed to have received copies of the DVDs. We accepted that problems with delivery meant that some Woolworths stores did not have stock. We acknowledged that problems of this nature do sometimes arise and, as the situation did not appear to be widespread, we did not consider the ads breached the Code on this point.

6. Not upheld

The News of the World said they based the distribution estimates on previous TV-supported instant redeem activity undertaken at Woolworths stores where, for DVDs, the redemption levels were typically 60,000 to 80,000. However, they felt that the Cricket DVD would be popular and therefore increased the supply to 100,000. They said around 20 consumers contacted them directly about not being able to redeem the offer, and in all cases they dispatched a copy of the DVD to them.

We accepted that the News of the World had increased stock levels significantly to take into account the likely popularity of the offer. It did not appear, either from the complaints received or the enquiries made directly to the News of the World, that there was a widespread problem with meeting demand. We therefore considered 100,000 DVDs was a reasonable level of stock to meet foreseeable demand on this occasion.

The TV ad breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications) and should not be shown again in its current form.

The front-page flash breached CAP Code Clauses 7.1 (Truthfulness), 36.1 (Front-page flashes) and 16.1 (Availability of products). It was also investigated under CAP Code Clause 30.1 (Availability) but not found in breach.

ADVERTISER: NSPCC

AGENCY: Saatchi & Saatchi Ltd

Date: 23 November 2005

Media: Television

No. of complaints: 11

COMPLAINT:

An animated ad for the NSPCC opened in a park with birds singing, ducks swimming and a boy hurrying over a bridge with a dog running alongside him. The idyllic scene continued as the boy was seen in a sunny street, where two women stopped talking to greet him. They were heard to mumble "I'm a bit worried about him ... I'm not sure if we should say something ..." As they spoke speech bubbles appeared and followed the boy into his house. The boy entered a dark room where an angry man paced up and down. He shouted "Where have you been?" and threw a bottle at the boy which smashed on the wall. A speech bubble appeared and surrounded the boy drowning out the verbal abuse.

The scene changed to a man and woman fondling each other as they walked down stairs. A young girl was shown on a sofa in the background. The man asked "What about her?" and the woman replied "She'll be fine. Just leave her." They left and the child was enveloped by a speech bubble. The scene changed again to a woman dragging a child towards a car. She shouted "I've had enough. I've had all I can take ..." She then hit the child who fell onto a speech bubble. Finally, a small boy was shown in bed. The bedroom door was opened by a man who backed out hurriedly when a bright shining speech bubble appeared. The voice over said "If you are worried about a child, talk to someone, and you could help stop abuse." Throughout the ad a child's music box was heard to play.

There was a 30-second cut down version of the same ad, which featured the first child only. Both ads were given an 'ex-kids' restriction which meant they should not be shown in or around children's programmes.

Seven viewers said their young children had been distressed by the ads. (Where ages were given they ranged between one and 10 years old). A further four believed the ads were shown too early. They felt children would be attracted by the animation and consequently upset.

ADJUDICATION: Complaints upheld

The Broadcast Advertising Clearance Centre (BACC) said the ads had been given an 'ex-kids' restriction which meant they should not be shown in or around programmes made for or aimed at children. They believed the dark tone was similar to a previous NSPCC ad which had an 'ex-kids' restriction and had aired without complaint. However, they were uneasy that, in this case, the cartoon style of the ads might draw children in. They therefore warned Saatchi & Saatchi Ltd that a later timing restriction would be imposed if they received reports that the ads had upset children. The BACC said that when we contacted them with viewers' concerns they imposed a post 9 pm restriction as they were concerned that real upset had been caused to children.

The NSPCC and Saatchi & Saatchi Ltd said that by its nature child abuse elicited different responses and reactions in people and they tried to balance their advertising accordingly. They said they used animation in the ads specifically to avoid using real children or real abusers, which would have been more emotionally challenging. They believed that showing abuse through animated characters would allow people to engage with the advertising more.

The NSPCC and Saatchi & Saatchi Ltd believed the 'ex-kids' restriction was sufficient because if children's television choices were being observed by their parents the opportunity for them to see the ads would be small. They pointed out that they had conducted research with children before the ads were broadcast to ensure that they were not communicating child abuse in a way that would add further stress to children. They said that all the children they interviewed were supportive of both the message and the way it was communicated. They said they had received positive feedback on the campaign and calls to the NSPCC Helpline had increased threefold. They did not feel this would have happened if the ad had been restricted to post 9 pm at the start of the campaign. They said the subject of child abuse was a sensitive issue and would always cause a degree of discomfort for some people. They did not, however, believe this was a good enough reason to restrict a wider audience from seeing the ads.

We understood the difficulties faced by the NSPCC and Saatchi & Saatchi Ltd in getting their message across to as many people as possible. None the less, suitable timing restrictions must be used. In this case, the animated style and child related music, was particularly attractive to young children and was likely to capture their attention. As the ads progressed the material became quite distressing and, as the complaints showed, children were upset. An 'ex-kids' restriction had not therefore been sufficient to keep the ads away from young children, for whom the images were unsuitable. We shared the BACC's concerns expressed at the script stage and welcomed their prompt action to put a post 9 pm restriction on the ads.

The ads breached CAP (Broadcast) TV Advertising Standards Code rules 7.3.1 (Mental harm - children), 7.3.6 (Distress - children), 7.3.7 (Use of scheduling restrictions), and CAP (Broadcast) Rules on the Scheduling of Advertising rule 4.2.3 (Treatments suitable for children). They should not be shown again before 9 pm.

ADVERTISER: One TV
BROADCASTER: One TV
Media: Television
Date: 23 November 2005
No. of complaints: 1

COMPLAINT:

During an infomercial on One TV for a Youngman's Multi-Purpose Ladder one of the presenters said "Just available for today", "only available for one day" and "Please don't miss out today".

A complainant said that he had seen the same presentation on a number of separate occasions over a period of several weeks. The statement that the product was available for that day only was made in each broadcast. He felt that this could give viewers the false impression that there would not be another opportunity to buy the product, thereby encouraging them to purchase there and then.

ADJUDICATION: Complaint upheld

One TV said that when they first began broadcasting they had a policy of promoting products for just one day. As the company developed, they decided to change this policy and repeat broadcasts; they either re-shot each presentation or edited it to remove the "one day only" claims. They said that they had overlooked the Youngman's Multi-Purpose Ladder infomercial and it had mistakenly been broadcast unchanged. They said that they had implemented a new checking procedure to ensure that such an error did not occur again in the future and apologised for misleading viewers about the availability of the product.

We noted that the unchanged infomercial had been broadcast in error after One TV had changed its policy on product availability and that they had apologised for the mistake. However, we considered that the claims that the ladder was only available for one day was likely to have given viewers the impression that they only had one opportunity to buy the product and that as a result they may have been led to make a purchase that they otherwise might not have made. We considered that the infomercial was therefore misleading.

The infomercial was in breach of the CAP (Broadcast) TV Advertising Standards Code rule 5.1 (Misleading advertising) and should not be shown again in that form.

ADVERTISER: Saab Great Britain Ltd

AGENCY: Lowe & Partners Ltd

Date: 23 November 2005

Media: Television

No. of complaints: 2

COMPLAINT:

Two TV ads for Saab. The first opened with shots of quiet city streets with three vapour trails, arranged so that each was the point of a triangle, running along the road. Pedestrians looked quizzically at them and a woman passed her hand through one of the trails. The camera point of view followed the trails, accelerating until it caught up with the Saab that was leaving the trails. The camera followed the car down an empty road while a voiceover said: "With Saab's aircraft heritage comes a unique understanding of aerodynamics. Knowing what keeps a plane in the air ensures our cars stay glued to the road. The Saab 93 Sport Saloon."

The second began with a series of scenes of people on city streets; two women talking, a man buying a newspaper and a group of men playing football. The sound of a jet could be heard building up and the various people looked up as they heard it. As one of the footballers looked to the sky a Saab drove past behind him to the sound of a jet passing. There followed a number of shots of the car moving from the city to the country, all the time accompanied by the sounds of a jet engine. The ad ended with a shot of the car on a country road with vapour trails coming off it and a voiceover that said: "The all new Saab V6 Turbo Sportswagon."

1. One viewer complained that the first ad focused upon the speed of the car and suggested that it was to be preferred because of its speed.
2. Both viewers said that they thought that the second ad also focused upon the speed of the car and suggested that it was to be preferred because of its speed.

ADJUDICATION:

1. Complaint not upheld

The Broadcast Advertising Clearance Centre (BACC) said that the ad focused on Saab's heritage as an aircraft manufacturer and not upon the speed of the car. They said that Saab used its experience of aeronautics to approach problems differently to other manufacturers when working to develop reliable cars and that they had made several ads in recent years linking references to aircraft with new models. They said that the vapour trails were another example of this.

We noted the BACC's point. We considered that this was made explicit by the voiceover at the end of the commercial. When seen in combination with the voiceover, we considered that viewers would regard the vapour trails as a reference to the company's history and the potential benefits that that may have offered rather than an intimation that the car was to be preferred because it could achieve the acceleration or speed similar to an aeroplane.

The ad was investigated under CAP (Broadcast) TV Advertising Standards Code rule 11.9.2 (Automotive advertising) but was not found in breach.

2. Complaints upheld

The BACC said that the second ad was not about the power or speed of the car and that the driving shown in the ad was safe and responsible. They said that the noise was an “external fantasy expression of the car’s inherent aircraft DNA”, again making reference to the Saab company’s origins as an aircraft manufacturer and linking it to the qualities of their cars. They said that this ad made clear that the noise came from an overhead, off-screen jet and not the car.

While we noted the BACC’s point that the advertisers had made reference to their heritage as an aeroplane manufacturer in previous campaigns, we did not consider that there was any clear suggestion of this in this ad. We considered that the ad gave the impression that the noise was coming from the car itself, an impression compounded by the shot at the end with vapour trails coming from the back of the car. We considered that the synchronisation of the jet noise with the movement of the car was likely to communicate to viewers that the car was capable of producing a high degree of speed and power and that it was desirable because of this.

The ad was in breach of the CAP (Broadcast) TV Advertising Standards Code rule 11.9.2 (Automotive advertising). It must not be shown again in its present form.

ADVERTISER: TMG Company

BROADCASTER: The Hits

Date: 23 November 2005

Media: Television

No. of complaints: 2

COMPLAINT:

Two ads broadcast on The Hits music channel for the text services 84050 and 87050 showed people in futuristic, sci-fi settings. The first played extracts from three hit songs and said "Tune up your mobile. Text Ring 1, Ring 2 or Ring 3 and get one of these hits direct to your phone ... text ring to 84050". Scrolling text along the bottom of the screen read "For nokia phones only – £1/msg – 2 per week. To end service txt stop to 84050. Info at netsize 0870 750 2929". Stationary text read "This is a subscription service (£1/msg)"

The second ad said "Personalise your mobile with the coolest logos and colour wallpapers ... text logo to 87050". Scrolling text along the bottom of the screen read "For nokia phones only – £1.50/msg – 2 logos/week. To end service txt stop to 87050. Info at netsize 0870 750 2929". Stationary text read "This is a subscription service (£1.50/msg)"

1. One viewer complained that an extract from Mylo's Drop the Pressure in the first ad contained the word "mother fucker." She had been watching with her seven-year-old brother and considered the language unsuitable for a channel that young children were likely to be watching.
2. The second viewer was concerned that neither ad explained clearly that the service was a subscription service.

ADJUDICATION:

1. Complaint not upheld

The Broadcast Advertising Clearance Centre (BACC) said they had approved ads for TMG, but not with the Mylo soundtrack. They said they would not have approved any ads where the swear word from Mylo's Drop the Pressure could be heard and understood, but that they had approved other ads with a non-offensive alternative line.

The Hits believed the BACC had approved previous, similar ads and had broadcast this ad on that basis. They said that the lyrics were, however, obscured by a vocoder effect and believed they were indecipherable. The Hits said that the track itself was not on the playlist for their channel.

Although the song's lyrics would be known to some viewers we did not consider that their prior knowledge of the unedited song rendered the ad unsuitable for broadcast provided the offending word was not decipherable when used in the ad, which we considered it had not been.

The ad was investigated under CAP (Broadcast) TV Advertising Standards Code rules 6.1 (Offence), 7.3.1 (Mental harm/children) and 7.3.7 (Use of scheduling restrictions) and CAP (Broadcast) Rules on the Scheduling of Advertising 4.2.3 (Treatments unsuitable for children) but was not found in breach.

2. Complaint upheld

The Hits said both ads stated that the service was a subscription service.

We considered the ads implied viewers could order one-off music extracts, logos or wallpapers. We did not consider the stationary text caption and scrolling information was prominent enough to alter the impression that the ads were advertising single music extracts, logos or wallpapers.

The ads breached CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.4.2(a) (Superimposed text). They must not be shown again in that form.

ADVERTISER: Unilever Bestfoods (UK) Ltd

AGENCY: J. Walter Thompson (London) Ltd

Date: 23 November 2005

Media: Television, National Press, Poster

No. of complaints: 23

COMPLAINT:

Members of the public objected to a TV, national press and poster campaign for Knorr Vie Shots.

- a. The voiceover on the TV ad said “Getting enough fruit and vegetables every day can seem like hard work. Every tiny Vie Shot is squeezed full of fruit and vegetables ...”. Seven pieces of fruit and vegetables were shown jumping into a bottle of the product. On-screen text stated “Juices/smoothies can only provide one daily portion”. The voiceover continued “... to help you on your way to five a day ...”. Further frames showed a woman opening a bottle of the product and fruit and vegetables leaping out.
 - b. The press ad showed seven pieces of fruit and vegetables stacked on top of a bottle of the product. Text underneath stated “Are you getting enough? Vie Helps you on your way to five a day. Nutritionists recommend we eat at least 400g of fruit and vegetables every day. That’s why we squeeze the juices and purees from over 200g of fruit and vegetables into each Vie Shot. But we add no sugar, artificial colours, flavours or preservatives. Which makes Vie Shots an easy way to boost your fruit and vegetable intake”.
 - c. The poster ad showed a bottle of the product in front of a pile of seven pieces of fruit and vegetables. Text stated “Vie Shot helps you on your way to five a day”. Small print text stated “UK health experts recommend we eat at least 5 portions of fruit and vegetables every day. Vie shots are made with fruit and vegetable juices and purees, and are an easy way to boost your daily intake”.
1. Twenty complainants challenged whether ads (a), (b) and (c) misleadingly implied the product was made from fresh fruit and vegetables when they believed it contained concentrate;
 2. Fourteen of the complainants challenged whether concentrated juice could count towards the Recommended Daily Allowance (RDA) of five portions of fruit or vegetables and
 3. Six of the complainants objected that the claim “Nutritionists recommend we eat at least 400g of fruit and vegetables every day. That’s why we squeeze the juices and purees from over 200g of fruit and vegetables into each Vie Shot” in ad (b) misleadingly implied the product could count towards half of your recommended five a day portions.

ADJUDICATION:

1. Complaints not upheld

The Broadcast Advertising Clearance Centre (BACC) said they considered the visuals used represented the actual fruit and vegetable content of one 100 ml serving of the product.

Unilever said they had discussed the TV ad at length with the BACC to ensure that they would not mislead consumers. They said none of the ads claimed the product was fresh and that consumer feedback received both before and after the launch of the product and the advertising supported this. They said the TV ad was an animated version of the press and poster campaign and was not designed to imply the product was not processed at all. Unilever said each Knorr Vie Shot was made from a blend of concentrated fruit and vegetable juices and from purees not made from concentrate. They asserted that those juices and purees were made from real fruit and vegetables with nothing added. They explained the juices were concentrated and combined with purees using minimal processing and only a small amount of water was added to make the product drinkable. They said the average puree content of Vie Shots ranged from between 35 and 43% and the concentrated fruit and vegetable juice content was approximately 25%. Unilever explained The Food Labelling Regulations 1996 stated that images of food ingredients were acceptable in advertising and product labelling as long as the flavour of that product was derived wholly or mainly from the food pictured. They believed, because they used images of the actual amount of fruit and vegetables used to make a single Vie Shot, their advertising was not misleading. Unilever also said they were aware of TV ads for other fruit-based products made from concentrate which used fruit visuals without making clear they used concentrated juice.

We acknowledged Unilever's assertion that there was, on average, a greater percentage of non-concentrated puree in each Vie Shot than concentrated juice and noted that none of the ads claimed the product was made from "fresh" fruit and vegetables. We concluded that the majority of viewers would interpret the image of fruit and vegetables jumping in and out of a Vie Shot bottle in the TV ad as merely showing what the product was made from, not that it was made from fresh produce. We considered the images used in ads (b) and (c), which showed the fruit and vegetables on and around the bottle, would be seen as a general representation of the fruit and vegetables used to make a single Vie Shot and not as a claim about freshness. In addition, small print text in these ads made clear the product was made from juices and purees. We did not find the ads in breach.

2. Complaints not upheld

The BACC said they sought consultant advice and also Unilever had secured approval from the Department of Health (DoH) to make references to their product helping consumers with their recommended daily fruit and vegetable intake. They said they were satisfied each Knorr Vie Shot contained one portion of the RDA of fruit and vegetables and they ensured that was made clear in on-screen text.

Unilever said the DoH "five a day" advice on portion size was that fruit or vegetable juices, which included smoothies, could count only as one portion, no matter how much was consumed. They said the DoH had granted them licence to claim one Knorr Vie Shot provided one portion of fruit or vegetables. They sent a copy of the DoH's written agreement that they could use those logos on their packaging.

We welcomed Unilever's assurance that they had sought and gained approval from the DoH before claiming that their product could contribute to the RDA. We did not object.

3. Complaints not upheld

Unilever said that the ad contained factual information about the amount of fruit and vegetables used to make a single Vie Shot. They said the claim was intended to make clear to consumers exactly what went into one Vie Shot, not that it contained half of consumers' RDA of fruit and vegetables. They also said small print text made clear that Vie Shots could boost consumers' fruit and vegetable intake, not that they were intended as a replacement.

We noted that in addition to the claim, the ad stated a Vie Shot could "help" consumers on their way to five a day and could "boost" their fruit and vegetable intake. We considered the claim contained merely factual information about the amount of fruit and vegetables used to make Vie Shots and concluded that, in the context of the ad, it was unlikely to give a misleading impression about how far a single Vie Shot could contribute towards the RDA.

Ad (a) was investigated under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading) and 8.3.1 (Accuracy in food advertising) but not found in breach.

Ads (b) and (c) were investigated under CAP Code clauses 2.1 (Principles), 3.1 (Substantiation) and 7.1 (Truthfulness) but not found in breach.