

**Advertising Standards Authority**

**Broadcast Advertising  
Adjudications**

22 February 2006



**ADVERTISERS IN THIS WEEKS REPORT**

Activision (UK) Ltd .....	3
Argos Ltd .....	4
AV Browne Advertising Ltd .....	6
Brandingplus.com .....	8
British Airways plc .....	9
RAC Motoring Services Ltd .....	11
Renault (UK) Ltd .....	13

**ADVERTISER:** Activision (UK) Ltd  
**AGENCY:** Premier Communications Ltd  
**Date:** 22 February 2006  
**Media:** Television  
**No. of complaints:** 3

**COMPLAINT:**

TV ads for two computer games Call of Duty 2: Big Red One, which was available for Playstation 2, Xbox and Nintendo Gamecube and Call of Duty 2, which was available for the Xbox 360. Both ads featured computer-generated scenes of soldiers in combat and pack shots of the games.

Three viewers felt that the ad Call of Duty 2 was misleading because the quality of the graphics in the ad were superior to that of the game itself. They felt that viewers could have assumed that the scenes shown were taken from the game and may have bought them on the strength of the quality of the scenes. One of these complainants also felt that the ad for Call of Duty 2: Big Red One was misleading for the same reason.

**ADJUDICATION:** Complaints upheld

The Broadcast Advertising Clearance Centre (BACC) said that it was their understanding when clearing the ads that the scenes shown were taken from the games themselves. They said that, upon receiving the complaints, they were informed by Activision that the computer-generated scenes had in fact been produced solely for the ads. They said they therefore immediately made the ads unacceptable for broadcast as they did not consider that this was common practice in such ads.

Activision said they felt this was common practice and they had not been told that it was not acceptable to use material created specially for an ad in this way. They said that they had acted in good faith.

The ASA noted that the ads did not include any indication that the images shown did not reflect the quality of graphics of the games. While the scenes used communicated the themes of the game, they were not accurate representations of the graphics in the games themselves. We considered that this was misleading.

The ads breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.2 (Implications). They must not be shown again in their present forms.

**ADVERTISER:** Argos Ltd  
**AGENCY:** Clemmow Hornby Inge Ltd  
**Date:** 22 February 2006  
**Media:** Television and National Press  
**No. of complaints:** 4

**COMPLAINT:**

A national press and TV campaign for Argos advertised a Playstation 2 bundle promotion.

a. The voiceover in the TV ad said "Get this Playstation 2 console, two games and mega-pack all for just £99.96". Each product contained in the offer appeared on screen with the price £184.96 in the upper right of the screen scored out and the promotion price £99.96 beneath in bold. Text at the bottom of the screen throughout the ad stated "Hurry, ends Wednesday 2<sup>nd</sup>. Savings compared to the individual selling price in catalogue".

b. The national press ad was headlined "ALL THIS FOR ONLY £99.96† PS2 Black Console ... Singstar: Pop World plus 2 Mics ... F1 2005 ... Mega Pack SAVE £85". Small print at the bottom of the ad stated "† Savings compared to individual selling prices in the catalogue ... Offers may not be available in all stores, over the telephone or internet, for availability please check your local store, visit [www.argos.co.uk](http://www.argos.co.uk) or call 0870 600 1010".

Four members of the public challenged the availability of the products consumers were required to purchase to take advantage of the promotion.

One complainant had ordered the products in advance but when he went to collect them was told they were unavailable.

**ADJUDICATION:** Complaints not upheld

The Broadcast Advertising Clearance Centre (BACC) in respect of the TV ad, said they trusted advertisers to ensure they had enough stock to meet consumer demand and, if availability problems became apparent, to withdraw their ads. They said Argos had reduced the number of ads broadcast as soon as they were aware that sales could begin to exceed the demand they anticipated to the promotion. The BACC said they were satisfied Argos ensured stock was distributed to all their stores and that they monitored stock carefully to avoid problems with availability. They said Argos had carefully researched how many Playstations they had sold in previous years at a similar time of year and estimated how much stock they would need to meet demand, however, in this instance, consumer response to the promotion was unusually high.

Argos said, in response to the complaints about both the press and TV ad, that they made a reasonable assessment of likely demand for the promotion and that they had made that assessment on sales of Playstation 2 (PS2) consoles at the same time of year from 2003 to 2005. They sent information about how they calculated likely demand and information about their levels of stock available throughout the promotion. Argos said they offered a comprehensive stock location service where customers were able to check stock

availability on-line, minimising inconvenience. They believed members of the public might have had problems because sales for the PS2 and the Megapack increased during the period of the promotion and customers were buying those products without the rest of the bundle. They also explained that stock of one of the games required to take advantage of the promotion was limited, but they had provided a substitute game. They sent information about the number of substitute games they provided to cover demand.

Argos said their stock information indicated that they had adequate stock available for the promotion as a whole, but because of the high level of demand for some of the products included in the bundle, a few stores had temporarily run out of some of the components required to take advantage of the offer. They said a problem may have occurred if the complainants had tried to purchase the bundle near the end of the promotion because the initial response to the ads had been so high. They emphasised, however, that a significant number of consumers had been able to take advantage of the offer.

Argos noted one complainant had ordered the products in the bundle but when he arrived to collect them from his local store, they were not available. Argos explained it was possible the stock reserved for that complainant had accidentally been sold to another customer or that that store's system had miscalculated the amount of stock available, but emphasised this was the result of a rare mistake caused by human error rather than a deliberate attempt by the company to misrepresent stock availability. They said they had included the statement "Offers may not be available in all stores, over the telephone or internet, for availability please check your local store, visit [www.argos.co.uk](http://www.argos.co.uk) or call 0870 600 1010" in ad (b) after seeking advice from the CAP Copy Advice team but would include the statement "strictly limited stock" in all future promotions to make clear to consumers that there could be issues with availability.

The ASA welcomed Argos' assurance to add a statement to all future print and broadcast ads to indicate that stock for their promotions was strictly limited. We noted from the information provided, Argos had made available for the promotion in addition to existing stocks more than three times the number of PS2 consoles than had been sold at the same time last year. We also noted where one of the games consumers were required to purchase as part of the offer ran out of stock, they replaced it. Although we were concerned that some consumers had not been able to take advantage of the offer, we considered that Argos had made a reasonable estimate of likely consumer response and the majority of consumers had been able to buy all the products required to take advantage of the promotion.

Ad (a) was investigated under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading), 5.2.1 (Evidence) and 5.2.3 (Qualifications) but was not found in breach.

Ad (b) was investigated under CAP Code clauses 3.1 (Substantiation), 7.1 (Truthfulness) and 16.1 (Availability) but was not found in breach.

**ADVERTISER:** AV Browne Advertising Ltd  
**BROADCASTER:** U105  
**Date:** 22 February 2006  
**Media:** Radio  
**No. of complaints:** 1

**COMPLAINT:**

An ad for AV Browne, an advertising agency, claimed to be “Northern Ireland’s most effective advertising agency”.

A competitor, Lyle Bailie International Ltd (LyleBailie) complained this was misleading, because they believed they had won more industry Effectiveness Awards, including Institute of Practitioners in Advertising (IPA) and Institute of Advertising Practitioners in Ireland (IAP) Awards than AV Browne.

**ADJUDICATION:** Complaint upheld

U105, a new radio station which had cleared the ad for broadcast, said levels of effectiveness could be judged in several ways such as the level of awareness of the campaign, return on advertising investment achieved by an agency’s clients or the number of awards received. It said AV Browne chose to use the number of IPA Effectiveness Awards they had won as the basis for the claim. The station said that, as part of the substantiation it had received from AV Browne, the agency provided information from the current league table of Northern Ireland agencies which showed who had previously received IPA Effectiveness Awards and ranked AV Browne top of the league.

Following broadcast of the ad U105 said they received a complaint from LyleBailie and subsequently decided not to broadcast the ad again.

AV Browne said the claim was not misleading. They said the ad was only broadcast for three days and the campaign had finished when U105 received the complaint. AV Browne said they agreed not to broadcast the ad again until the issues raised by LyleBailie had been resolved. They said that when the ad was on air they had more IPA Effectiveness Awards than other Northern Ireland agencies. They sent the ASA a copy of the IPA Award league table previously provided to U105 and we noted their current position was top of the league. AV Browne said information provided by the IPA demonstrated that they had won the most IPA Effectiveness Awards and so they believed their claim to be Northern Ireland’s most effective advertising agency was true.

The ASA noted AV Browne intended the claim to be based on the number of IPA Effectiveness Awards they had won and that LyleBailie had objected to the claim on the basis that they believed they had won more Effectiveness Awards in total from several bodies, including the IPA and IAP. We also noted the IPA considered AV Browne had won more IPA Effectiveness Awards than LyleBailie.

Although we recognised IPA Awards were well-respected in the advertising industry, we agreed with U105 that “effectiveness” could be gauged in a number of different ways; including but not exclusively by the number of IPA Effectiveness Awards. Because effectiveness could be measured in a number of different ways and the ad did not make clear the basis on which AV Browne were claiming to be the most effective we considered the ad was misleading.

The ad was investigated under CAP (Broadcast) Radio Advertising Standards Code section 2, rule 3 (Misleadingness), and rule 4 (Superlative claims) and found in breach. It should not be broadcast again unless the basis of the claim is made clear.

**ADVERTISER:** Brandingplus.com  
**AGENCY:** Chrysalis Creative  
**Date:** 22 February 2006  
**Media:** Radio  
**No. of complaints:** 1

**COMPLAINT:**

A radio ad for the Alarm Caller said "What's the use of a burglar alarm that just rings and rings? What about an alarm that's silent, but can't be ignored? The Alarm Caller from Brandingplus.com calls up to five chosen numbers including mobiles, within 40 seconds of being triggered, giving you time to alert the police ..."

A listener said that he understood if you rang the police to advise them that your Alarm Caller had been activated they would not attend as it was not an official alarm monitoring service. He believed the ad gave a misleading impression of the product.

**ADJUDICATION:** Complaint upheld

Chrysalis Radio Sales, on behalf of LBC, said they had cleared the ad but after further investigation on their part the ad was changed to take away this impression and properly reflect the Alarm Caller. Brandingplus.com told us the ad only played for one day and was taken off air after LBC received a listener complaint.

We acknowledged the prompt action taken by Chrysalis Radio Sales to amend the ad, but nonetheless when originally broadcast it had given a misleading impression of the possible benefits of the Alarm Caller. We were concerned it could lead listeners to think the police might respond to their call should they alert the police that their Alarm Caller had been activated, which we understood would not necessarily be the case.

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

**ADVERTISER:** British Airways plc  
**AGENCY:** M&C Saatchi plc  
**Date:** 22 February 2006  
**Media:** Television  
**No of complaints:** 3

#### **COMPLAINT:**

An ad for British Airways plc (BA) showed a man typing on a laptop in his flat and then walking – as if into the next room – to his seat on a plane. The voiceover said “Only at ba.com can you check in online and print your own boarding pass, so you’ll never have to queue at check-in again. Choose your seat, change your booking, find hire cars and hotels. So whether you’re flying on holiday or on business, start your journey at ba.com.”

1. Two viewers said that the claim “Only at ba.com ...” was misleading because it was also possible to check-in online and print your boarding pass with KLM.
2. One viewer believed that the claim “you’ll never have to queue at check-in again” was misleading because the increasing take up of the service meant that in practice customers needed to queue at the fast bag drop to deposit their bags.

#### **ADJUDICATION:**

##### 1. Complaints upheld

BA said that the claim had been justified when the ad was initially cleared and transmitted. However, unknown to them, KLM had subsequently introduced a similar service, making their claim misleading.

The Broadcast Advertising Clearance Centre (BACC) said that now that they were aware of the situation they had flagged BA’s ad as unacceptable for broadcast.

Although the claim was true when the ad was cleared and first broadcast, it was still the BACC’s responsibility to ensure that the claim remained valid while the ad was on air. As BA were no longer the only company or airline to offer the service we considered the claim was misleading.

The ad was in breach of CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.1 (Evidence).

##### 2. Complaint not upheld

BA said that the claim was true because passengers who had checked in online and printed their own boarding passes did not need to queue at check-in. They said that passengers with baggage needed to present a boarding card and baggage at the fast bag drop to have their baggage tagged but did not need to complete the remainder of the normal check in procedure. They therefore saved the time that was normally involved in presenting tickets and identification, choosing seats, checking details and receiving

boarding cards. BA said its aim was that there would never be more than five people in the fast bag drop queue.

We considered that although passengers who had checked in online might still need to join a queue of some kind if they had baggage, they would “never have to queue at check-in again” as claimed in the ad. We therefore did not consider the claim to be misleading. However, given that the appeal of the service was to avoid the queues normally associated with check-in at the airport we were concerned that a queue at check in might be replaced with a queue at the fast bag drop for those passengers with baggage. We were, however, satisfied with the response from BA that these queues would be shorter and that the transaction process at the fast bag drop desk would be quicker than if these passengers had completed the entire check-in procedure at the airport.

We investigated point two under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.2 (Implications) and 5.2.3 (Qualifications) but did not find the ad in breach on that point.

**ADVERTISER:** RAC Motoring Services Ltd

**AGENCY:** Abbott Mead Vickers BBDO Ltd

**Date:** 22 February 2006

**Media:** Television

**No. of complaints:** 13

**COMPLAINT:**

Objections to a TV ad, for the RAC, which showed a car park next to a beach. Three people were standing near a stationary car that had an open bonnet and door; a voiceover stated "You know what happens about 400 times a day? People put unleaded petrol into a diesel." The next scene showed a man driving while saying "Whatever you do, don't start the car. You won't get very far, and the second you start the engine you're going to look at about £3,000 for a garage to fix it"; onscreen text stated "RAC Patrolman CHRIS WEBSTER". The ad then showed an RAC van arriving at the car park and pulling up beside the stationary car; onscreen text stated "The people behind people behind the wheel".

The complainants objected that the claim "... the second you start the engine you're going to look at about £3,000 for a garage to fix it" was exaggerated and misleading.

**ADJUDICATION:** Complaints not upheld

The Broadcast Advertising Clearance Centre (BACC) said the charge for fuel damage was likely to vary across the country but believed the £3,000 figure quoted was unlikely to mislead viewers. They argued that the ad would not affect the cost of repair and, because no one would ever seek an unnecessary repair, it would not influence viewers' behaviour. The BACC also said, because the ad merely gave advice and did not promote any product, the tip from the RAC Patrolman was not influencing a viewer's decision to buy. They said the claim was not absolute because the words "at about" suggested that the £3,000 figure quoted was not specific.

The RAC said the ad contained advice that was intended to improve the viewer's motoring experience. They explained that the insight that formed the basis of the advice was derived from their Patrols' motoring experience and expertise. They said the cost of repairing a fuelling mistake varied widely but was on the rise. The RAC submitted an article, from the Motoring Telegraph, which claimed that the cost of repairing damage caused by putting unleaded fuel into a diesel engine was normally £7,000 and could be up to £12,000; the RAC believed the £3,000 figure quoted in the ad was more representative. They also sent a letter, from a claims handler in the insurance industry, who recalled a recent incident of a claimant putting petrol into a diesel engine and the insurer paying a four figure sum to rectify the error. The RAC predicted that more fuel damage would occur in the future because more motorists were likely to convert to diesel. They said it was in consumers' interests to be forewarned of the costliness of fuelling mistakes. They said they intended to educate, not alarm, viewers and, to make clear the possibility of a lower repair cost, they were willing to amend the ad's voiceover to state "... you could be looking at £3,000 for a garage to fix it".

The ASA considered that the ad implied £3,000 was the average cost of damage if unleaded fuel was put into a diesel car. We noted the letter from the claims handler referred to only one instance of a four figure sum being necessary to correct a fuelling error and did not state the precise figure involved. We considered that the Motoring Telegraph article indicated that fuelling mistakes could cost more than £3,000. However, the average cost of fuel damage was likely to vary depending on the garage, the make and age of the car and how much diesel was left in the engine. We considered, furthermore, that the ad merely warned motorists that fuelling mistakes could be costly and did not directly promote a product; motorists were unlikely to buy RAC cover as a direct result of seeing the ad. We considered that motorists would never seek an unnecessary repair and the claim would influence viewers' behaviour only in so far as it might cause them to take more care to avoid a fuelling mistake. We considered that the claim was therefore highly unlikely to cause viewer detriment, even if the average cost of fuel damage was less than £3,000. We concluded that the claim was unlikely to mislead. We did not object.

We considered the ad under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.1 (Evidence) but did not find it in breach.

**ADVERTISER:** Renault (UK) Ltd

**AGENCY:** Publicis Ltd

**Date:** 22 February 2006

**Media:** Magazine, Poster and Television

**No. of complaints:** 1

**COMPLAINT:**

Objection to a magazine ad, a poster and a TV ad for the Renault Clio.

- a. The magazine ad featured a photograph of the Eiffel Tower and the Seine merged with the Houses of Parliament and the Thames and stated "FRENCH CAR BRITISH DESIGNERS TWICE THE VA VA VOOM".
- b. The poster featured a photograph of Notre Dame Cathedral merged with St Paul's Cathedral and stated "FRENCH CAR BRITISH DESIGNERS TWICE THE VA VA VOOM".
- c. The TV ad featured a woman driving the Renault Clio in Paris and a man driving the Renault Clio in London. The woman said "France"; the man replied "Britain". The woman said "The Eiffel Tower"; the man responded "Blackpool Tower". The woman said "Jules Verne, Jean-Paul Sartre, Baudelaire"; the man replied "Shakespeare". The woman said "French car"; the man responded "British designers". A voiceover stated "The new Clio. Twice the va va voom."

The complainant, who believed the car did not have British designers, objected that the claim "FRENCH CAR BRITISH DESIGNERS" was misleading.

**ADJUDICATION:** Complaint not upheld

Renault said the claims "FRENCH CAR" and "BRITISH DESIGNERS" always appeared together. Because the claims never appeared separately, Renault argued that the ads neither implied that the car was entirely French nor that all its designers were British. They explained that the Clio's Head of Design, Anthony Grade, was British and the overall design director at Renault, Patrick Le Qument, had a British parent and a French parent and British citizenship; that meant that the top two people in Renault Design, who oversaw the design of the Clio and controlled the design teams, were British. Renault said significant ideas for the Clio's dashboard and interior were conceived by a British designer and British people were on the team that styled the exterior.

The Broadcast Advertising Clearance Centre (BACC) said the French collaborated with the British to produce the car and the Head of Design was British.

The ASA considered that consumers were likely to infer from the claim "FRENCH CAR BRITISH DESIGNERS" that the French collaborated with the British to produce the Clio and British people were largely responsible for the Clio's design. We considered that consumers were unlikely to expect that all the car's designers were British or that the car was manufactured in Britain. Because the French collaborated with the British to produce

the Clio and the top two people on the Clio design team were British, we considered that the claim was unlikely to mislead. We did not object.

We investigated under CAP Code clauses 3.1 (Substantiation) and 7.1 (Truthfulness) and CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.1 (Evidence) but did not find the ads in breach.