

# **Compliance Report**

**Internet Banner and Pop-up  
Advertisements  
Survey 2002**



**ASA**

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## **1. SUMMARY**

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This is the first time that the ASA has undertaken a survey into the compliance rate of internet banner and pop-up advertisements with the British Codes of Advertising and Sales Promotion (the Codes).

357 banner advertisements and 264 pop-up advertisements that appeared within a representative sample of UK websites between 1 July 2002 and 31 December 2002 were assessed under the Codes.<sup>1</sup> Of those, three banner advertisements and six pop-up advertisements were duplicates, i.e. advertisements with identical copy and images but in different sizes or formats. Therefore excluding duplicates, 354 banner advertisements and 258 pop-up advertisements were checked.

Only one advertisement in the sample broke the Codes; a compliance rate of 99%. That advertisement broke the clauses in the Codes relating to speed and motoring and was the subject of an upheld ASA adjudication as a result of a complaint from a member of the public.

The sample contained 37 advertisements that were regarded as “questionable”; a compliance rate of 94%. Advertisements were assessed as “questionable” if it was felt that the advertisers might have had difficulty in providing evidence to support particular claims, the advertisement might have appeared on an inappropriate website or because only the ASA Council could provide a definitive decision.

Although the compliance rate in the survey is extremely high, advertisers who use this medium still need to be careful that their advertisements comply with the new CAP Code.

Both CAP and the ASA will continue to monitor the compliance of advertisements appearing in this medium and will continue to work with the industry to ensure that the high rate of compliance continues.

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<sup>1</sup> All advertisements were assessed under the tenth edition of the British Codes of Advertising and Sales Promotion. On the 4 March 2003, the tenth edition was replaced by the eleventh edition: the British Code of Advertising, Sales Promotion and Direct Marketing (or the CAP Code for short). Had the advertisements been assessed under the new CAP Code, the findings would have been identical.

## **2. INTRODUCTION**

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### **2.1 Background**

The Advertising Standards Authority (ASA) is the independent body that endorses and administers the British Code of Advertising, Sales Promotion and Direct Marketing (the CAP Code) that applies to non-broadcast marketing communications. It is responsible for ensuring that the self-regulatory system works in the public interest. It achieves this by investigating complaints, identifying and resolving issues by research and by promoting and enforcing high standards in marketing by ensuring that everyone who commissions, prepares and publishes marketing communications observes the Code.

The Committee of Advertising Practice (CAP) is the body that created and revises the CAP Code. It represents advertisers, promoters and direct marketers, their agencies, the media and other trade and professional organisations in the advertising, sales promotion and direct marketing industries. CAP provides a pre-publication copy advice service and co-ordinates the activities of its members to achieve the highest degree of compliance with the CAP Code.

The Compliance team works to ensure that marketing communications comply with the CAP Code and ASA decisions. The team follows up ASA adjudications, monitors marketing communications and takes immediate action to ensure the removal of obviously problematic marketing communications. One of the team's objectives is to create a level-playing field for marketers within each sector and it ensures this by communicating decisions which have sector-wide ramifications. The Compliance team also conducts surveys to assess compliance rates in particular industries, sectors or media; those surveys also help to identify marketing trends and to anticipate areas of concern that need to be addressed by the ASA and/or CAP.

### **2.2 The Rules and the Internet**

The Code lays down the criteria for good advertising and states that all advertisements should be legal, decent, honest and truthful. Specific rules apply to sectors of advertising such as alcoholic drinks, children, motoring, slimming products, and distance selling.

The Code's rules apply to all non-broadcast media in the UK, ranging from advertisements in the press to direct mailings and on-pack sales promotions, and from roadside hoardings to SMS text messages. The Code also applies to the following forms of online media:

- online advertisements in "paid for" space, e.g. banner and pop-up advertisements;
- advertisements in commercial e-mails; and

- sales promotions wherever they appear online (including in organisation's websites or in e-mails).

The CAP Code, however, does not apply to organisation's claims on their own websites. Internet users actively seek out websites and the information is therefore "pulled to" rather than "pushed at" them unlike traditional forms of advertising. The direct relationship between organisations and consumers or businesses develops in much the same way as consumers or businesses might develop relationships with organisations in a retail outlet environment after being introduced to those organisations by advertisements.

In addition, when the ASA and CAP apply sanctions against companies that do not co-operate with their requests, they often rely on third parties, e.g. the owners of newspapers, magazines and poster sites, to enforce decisions by refusing to accept advertising by the company in question. However, the direct relationship between the internet user and the organisation bypasses any middleman and makes the medium almost impossible to regulate effectively.

The ASA upheld its first complaint against a banner advertisement in May 2000. The advertisement, by an internet service provider, appeared on a financial webpage and a complaint was upheld on the grounds that the advertiser did not make it sufficiently clear that the banner was an advertisement, not editorial content. Since that time, complaints against a further six banner advertisements have been upheld by the ASA. Details of those adjudications can be found in section 8. At the time of the survey, the ASA had not adjudicated on any pop-up advertisements.

### **2.3 What is a Banner Advertisement?**

There are a number of different online advertising formats (or Interactive Marketing Units (IMUs) as they are sometimes called) that are available to marketers. Banner advertisements are probably the best known, but other forms of IMUs include interstitials, superstitials, buttons, pop-ups, skyscrapers, floating ads, advertorials and text links.

A banner is an advertisement found on a web site page. The standard banner size is 468x60 pixels, but other common banner-style IMUs include the half banner (234x60), vertical banner (120x240), button (120x90 or 120x60), square button (125x125) and micro button (88x31). Banners appear on a rotating basis in windows, usually at the top, bottom or side of web pages, and are used by marketers to make consumers aware of their products and services and to drive consumers directly to a particular website.

## **2.4 What is a Pop-Up Advertisement?**

Pop-ups are another form of advertising and, as the name suggests, these IMUs pop up from a website page and appear in a separate window. The size of the window can vary as can when it launches, from when users arrive at a web page or when they leave it. Typically, a pop-up advertisement will be a scaled down browser window with only the close, minimise and maximise commands.

## **2.5 2002 Survey Objectives**

The purpose of this survey is to:

- assess compliance rates for banner and pop-up advertisements appearing within a representative sample of UK websites;
- If appropriate, contact the marketers responsible for advertisements that broke the Codes and obtain their assurance that they will amend their advertising;
- identify any potential problem areas, either by category or medium, and ascertain whether further action is appropriate; and
- as part of ongoing compliance work, to act as a deterrent to bad practice and an encouragement to good practice.

### **3. METHODOLOGY**

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The sample for the survey consisted of a representative selection of banner and pop-up advertisements collected on a monthly basis and downloaded onto the Thomson Intermedia Media Monitoring database ([www.thomson-intermedia.com](http://www.thomson-intermedia.com)) between 1 July and 31 December 2002. The sample included approximately 50 new banner and pop-up creatives each month.

357 banner advertisements and 264 pop-up advertisements were assessed against the requirements of edition 10 of the Codes over the six-month period, of which three banner advertisements and six pop-up advertisements were duplicates (i.e. advertisements with identical copy and images). Therefore excluding duplicates, 354 banner advertisements and 258 pop-up advertisements were checked.

The Compliance team checked each advertisement in the sample to determine whether it contained a clear breach of the Codes or whether any claims or images were “questionable”. Advertisements were assessed as “questionable” if it was felt that the advertisers might have had difficulty in providing evidence to support particular claims, the advertisement might have appeared on an inappropriate website or because only the ASA Council could provide a definitive decision. The first category tended to relate to price and efficacy claims, the second related specifically to online betting and gaming advertisements and the third to the acceptability of copy or images under clauses relating to the depiction of speed in motoring advertisements and taste and decency where conformity with the Codes was a matter of opinion.

Most of the figures given in the survey relate to the sample of advertisements excluding duplicates.

## **4. FINDINGS**

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### **4.1 Overall Compliance Rate**

The main objective of the study was to establish the proportion of advertisements that complied with the Codes.

Including duplicates: of 621 advertisements in the sample, only two broke the Codes – a compliance rate of 99%.

Excluding duplicates: of 612 advertisements, one broke the Codes – again a compliance rate of 99%.

If it is assumed that advertisements that were categorised as “questionable” actually included a breach of the Codes; of 621 advertisements, 38 broke the Codes – a compliance rate of 93.9%.

Including “questionable” advertisements but excluding duplicates: of 612 advertisements, 37 broke the Codes - a compliance rate of 94%.

#### 4.2 Compliance by Sector (excluding duplicates)

Sector	Banner Ads					Pop-up Ads			
	Number in sample and %	Problem Ads	Quest. Ads	Prob. & Quest. rate within sector %	As % of Prob. & Quest ads	Number in sample and %	Quest. Ads	Quest. rate within sector %	As % of quest ads
<i>Alcohol</i>	0	0	0	0	0	1 0.4%	0	0	0
<i>Business</i>	3 0.8%	0	0	0	0	4 1.6%	0	0	0
<i>Computers &amp; Telecoms</i>	90 25.4%	0	0	0	0	63 24.4%	0	0	0
<i>Education</i>	0	0	0	0	0	2 0.8%	0	0	0
<i>Employment</i>	8 2.3%	0	0	0	0	0	0	0	0
<i>Financial</i>	38 10.7%	0	0	0	0	35 13.6%	0	0	0
<i>Health &amp; Beauty</i>	5 1.4%	0	0	0	0	4 1.5%	0	0	0
<i>Holidays &amp; Travel</i>	32 9%	0	1	3.1	4.8	27 10.5%	0	0	0
<i>Leisure</i>	108 30.5%	0	18	16.7	85.7	73 28.3%	15	20.5	93.75
<i>Motoring</i>	15 4.2%	1	1	13.3	9.5	18 6.9%	1	5.5	6.25
<i>Non – Commercial</i>	7 2%	0	0	0	0	10 3.9%	0	0	0
<i>Property</i>	1 0.3%	0	0	0	0	0	0	0	0
<i>Publishing</i>	4 1.1%	0	0	0	0	7 2.7%	0	0	0
<i>Retail</i>	39 11%	0	0	0	0	11 4.3%	0	0	0
<i>Utilities</i>	4 1.1%	0	0	0	0	3 1.2%	0	0	0
<b>TOTAL</b>	<b>354 100%</b>	<b>1</b>	<b>20</b>	<b>-</b>	<b>100</b>	<b>258 100%</b>	<b>16</b>	<b>-</b>	<b>100</b>

## **4.2 Compliance by Sector (excluding duplicates)**

### **4.2.1 Banner Advertisements**

#### **Business**

This sector included three advertisements (0.8% of the total sample). Two of the advertisements were by companies offering general on-line business advice and the third advertisement depicted a company logo without any accompanying text. None of those advertisements were problematic or “questionable”.

#### **Computers and Telecommunications**

The computers and telecommunications sector was the second highest represented sector in the survey with 90 advertisements, comprising 25.4% of the entire sample. Traditionally this sector has been responsible for problems across all media. It includes products and services such as mobile phones, telephony and internet service provision which are all highly complex and competitive markets. Advertisements for computer hardware and software were also included in this sector. Some advertisers in this sector, in their efforts to encourage people to buy their products or services, have made misleading claims or have not included important terms and conditions in their advertising.

Many of the banner advertisements in the sample, particularly those by internet service providers, contained lots of visual imagery and only basic information on the service being advertised. If placed unchanged in other media, such as posters or newspapers, it is likely that the advertisements would have been classed as problematic or “questionable” because they did not include important terms and conditions. Furthermore, one series of advertisements, by an internet service provider, could have been considered to be in breach of a previous ASA adjudication because an important condition of service was not included. However, it was considered that the advertisements were acceptable in this medium because users could quickly, easily and at little, if any, cost click on the banner advertisement and immediately access the advertiser’s website that included all the terms and conditions.

#### **Employment**

Eight advertisements appeared in this sector (2.3% of the total sample). Six of the advertisements directed users to the advertiser’s website where they could find information on various employment opportunities. The remaining two offered general careers advice and users were invited to click on the banner advertisement for more information. All the advertisements contained very basic information but were considered to be acceptable under the Codes

because relevant terms and conditions were easily accessible to users by clicking on the banner advertisements.

## **Financial**

38 advertisements appeared in the financial sector, comprising 10.7% of the entire sample. The advertisements covered a wide range of financial services, including loans, investments, credit cards, house, motor and travel insurance and financial information services. Most advertisements, especially for loans, tended to contain very basic information, with few or no terms and conditions. Again, terms and conditions were readily available to users by clicking on the advertisements: they were therefore not deemed to be problematic or “questionable”.

## **Health and Beauty**

Five advertisements appeared for health and beauty products making up 1.4% of the sample. Two of the advertisements were for slimming clubs, one was for a company offering laser eye surgery, one for a cosmetics company and one by the National Blood Service. None of those advertisements broke the Codes and no “questionable” advertisements appeared in the sample.

Although this sector only made up 1.4% of the sample, internet banner and pop-up advertising for health and beauty products and services performed extremely well compared with the poor performance of the sector in other media; particularly the press and direct mailings, where advertisements have caused problems by containing unsupported or exaggerated claims that products could make people younger, slimmer or more beautiful. One reason for the good performance of the health and beauty sector in this type of media is that banner and pop-up advertisements tend to use simple messages to catch the eye and then invite users to find out more information about products or services by clicking through to the relevant website. They do not include detailed claims which traditionally cause the problems in other media.

## **Holidays and Travel**

32 advertisements (9% of the total sample) appeared in the holidays and travel sector for air travel, travel agents, holidays (including competitions to win holidays), hotel booking services and national rail services.

This sector traditionally uses more comparative claims, such as ‘Cheapest holidays’ and ‘more flights’, ‘more trains’ etc, than most other sectors and claims of this nature are often difficult to support. This sector has therefore tended to include a high proportion of “questionable” advertisements in surveys of other media. There were, however, no breaches in the sample, and only one advertisement was considered to be “questionable” because of a claim that the advertisers were ‘Number 1’ in their particular field. Most

advertisements in the sample simply listed flight prices and invited users to click through to their websites. None of the advertisements included potentially problematic comparative or 'lowest price' claims or promises.

## **Leisure**

The leisure sector was the highest represented sector in the survey with 108 advertisements, comprising 30.5% of the entire sample. The sample included various product categories ranging from advertisements for films, online auction sites, competitions and giveaways, clubs, introduction agencies and online betting and gaming sites. Many advertisements contained little or no information about the products or services advertised and users were invited to click on the advertisement to find out more information.

This sector had the highest number of "questionable" advertisements with 18. All but one of the "questionable" banner advertisements were for betting and gaming websites and appeared on websites that could appeal to people under the age of 18, potentially breaching clause 56.4 of the Codes which states that no medium should be used to advertise betting and gaming if more than 25% of its audience is under 18 years of age. In fact, 17 of the 26 advertisements in the sample for betting and gaming websites were considered to have appeared on websites that could appeal to under 18s. The websites in which those advertisements appeared included well known internet search engine home pages, on-line football chat and information sites, premier league football team homepages, popular sporting websites and online games and competitions websites.

The remaining "questionable" advertisement was for a punchbag and was considered to be "questionable" under clause 11.1 because some viewers might interpret the advertisement as condoning anti-social behaviour. The advertisement appeared on three different websites, including a popular football website.

## **Motoring**

There were 15 advertisements in the sample for motoring, comprising 4.2% of the total sample. Most advertisements offered users the opportunity to find out more information about specific makes of car or on new innovations in motoring by leading car manufacturers. Two advertisements were for car dealerships.

This sector contained the only advertisement in the survey that breached the Codes. The breach related to clauses 48.2, 48.3 and 48.4 of the Codes which states that motoring advertisements should not make speed the predominant message or encourage irresponsible driving (see section 7.7).

The banner advertisement appeared as part of a nationwide advertising campaign by MG-Rover. The ASA investigated a complaint that the image

and slogan used for the campaign breached the Code clauses relating to the depiction of speed and the Authority concluded that the advertisement could encourage speeding or reckless driving. The advertiser was requested to withdraw the advertisement and to move the emphasis away from speed in future advertising.

The sector also contained one “questionable” advertisement by the same company because it used language that could be seen to encourage speeding, constituting a potential breach of the same code clauses 48.2, 48.3 and 48.4.

### **Non-commercial**

This sector accounted for 2% of the advertisements (seven advertisements) in the sample. It included three advertisements by leading charities, two advertisements by central government departments and one advertisement introducing users to a website offering information on congestion charging. None of the advertisements were problematic or “questionable” under the Codes.

### **Property**

Only one advertisement (0.3% of the sample) appeared in this sector. The advertisement was for a company specialising in student accommodation. It appeared as a banner advertisement on a dedicated student information website and was not problematic or “questionable” under the Codes.

### **Publishing**

Four advertisements (1.1% of the sample) appeared in the publishing sector. One of the advertisements, for a male lifestyle magazine, showed mild images of female nudity that could have caused offence under clause 5.1 if it had appeared on some websites. However the banner appeared on a website targeted at readers of similar types of magazines and it was not considered to be problematic or “questionable”.

### **Retail**

The retail sector was the third highest represented sector with 39 advertisements, an 11% share of the sample. Those included advertisements for a wide range of products, many offered at discounts, such as books, clothing, jewellery and accessories, gifts, sports equipment and food and drink. Most of the advertisements contained very simple messages, usually advertising a single product. Users were then invited to click on the advertisement to be directed to a specific online shopping website. None of the advertisements were problematic or “questionable” under the Codes.

## **Utilities**

Four advertisements (1.1% of the total sample) appeared for gas and electricity service providers. The advertisements contained very basic details about various products and services and directed users to their main website where more information could easily be obtained. The advertisements were not considered to be problematic or “questionable” under the Codes.

### **4.2.2 Pop-up Advertisements**

#### **Alcohol**

Only one advertisement, for fortified wines, appeared in this sector and was unproblematic under the Codes. The advertisement depicted a bottle of the brand and invited users to win a meal for two by clicking onto their main website. The advertisement appeared on a website that was unlikely to appeal to under 18s.

Another pop-up advertisement, by a leading supermarket retailer, appeared in December and advertised a range of Christmas wines. The advertisement, however, was included in the retail sector because it also made reference to general Christmas gifts and hampers. This advertisement also appeared to be acceptable under the Codes.

#### **Business**

This sector contained four advertisements (1.6% of sample). All four advertisements offered business information and online business advice services and none were problematic or “questionable” under the Codes.

#### **Computers and Telecommunications**

The computers and telecommunications sector was the second highest represented sector in the sample with 63 advertisements, making up 24.4% of the sample. Products and services advertised ranged from mobile phones, computer hardware and software and cable, digital and broadband telecommunication services. As with the banner advertisements, advertisements that were likely to be “questionable” in other media were not classed as “questionable” as pop-ups because relevant terms and conditions were easily accessible to users through the advertiser’s main websites.

## **Education**

Two advertisements (0.8% of total sample) appeared in the education sector. The first pop-up advertised university post-graduate courses and the second offered information on courses in osteopathy. Both pop-ups appeared on a dedicated student information website and neither were problematic or “questionable” under the Codes.

## **Financial**

The financial sector contained 35 pop-up advertisements (13.6% of the sample). Advertisements covered a wide range of financial services, including loans, investments, mortgages, credit cards, house, motor and travel insurance and financial information services. Most of the advertisements contained few or no terms and conditions but were not considered problematic or “questionable” because any relevant terms and conditions could be easily accessed by clicking through to the advertiser’s websites.

## **Health & Beauty**

Four advertisements appeared in the Health and Beauty sector, a 1.5% share of the total sample. Three advertisements were for slimming clubs and one was for a leading cosmetics company. None of those advertisements included any specific efficacy claims for their products and services and none were problematic or “questionable” under the Codes.

## **Holidays & Travel**

27 advertisements appeared in this sector, comprising 10.5% of the total sample. Most of those advertisements were for companies offering air flights, but the sample also included advertisements for package holiday companies, general travel information and national and international rail travel. None of the advertisements were problematic under the Codes because, unlike travel advertisements in other media, they did not include “questionable” comparative claims.

## **Leisure**

The Leisure sector contained the most advertisements with 73, a 28.3% share of the total sample. The sector again consisted of a wide range of product categories including advertisements for films, television programmes, celebrity gossip websites, online auction sites, competitions, clubs, introduction agencies and online betting and gaming sites. Again, this sector had the highest number of “questionable” advertisements with 15. All but one of those advertisements were for betting and gaming websites and were considered

“questionable” because the pop-ups appeared on websites that could appeal to people under the age of 18 and could potentially breach clause 56.4.

One advertisement was considered to be “questionable” because it offered a ‘guaranteed lowest price’, a claim that is often extremely difficult to support.

## **Motoring**

The motoring sector contained 18 advertisements, accounting for 6.9% of the sample, for major car manufacturers and suppliers. Of those, one was considered to be “questionable” because the language used could have been interpreted as promoting speed and therefore breaching clauses 48.2, 48.3 and 48.4 of the Codes.

## **Non-Commercial**

The non-commercial sector contained ten advertisements, accounting for 3.9% of the sample. This sector included advertisements for charities, local and central government, the Health Service and the Armed Forces. None of the advertisements breached the Codes or were considered “questionable”.

## **Publishing**

The publishing sector contained seven advertisements, representing 2.7% of the sample. Most of those advertisements were for publishing houses and referred to specific magazines or newspapers. There were no breaches and no “questionable” advertisements. Although one of the pop-ups contained a mild swear word which could cause offence if used in untargeted media it appeared on a men’s lifestyle magazine website and was considered to be unlikely to cause offence to the target audience.

## **Retail**

The retail sector was represented by 11 advertisements (4.3% of the sample) by leading supermarkets, high street retailers and online retailers. Four of the advertisements were for leading supermarket chains highlighting special Christmas deals on online shopping and inviting users to click through to their online shopping website. None of the advertisements were problematic under the Codes, nor were any considered to be “questionable”.

## **Utilities**

The sample contained three advertisements in the utilities sector (1.2% of total sample). All three advertisements were for the same electricity provider. Two advertisements claimed that their supply *could* be cheaper than the

reader's current local supplier and invited readers to click to their website for all relevant terms and conditions. Those advertisements were not deemed to be "questionable" because information on prices and conditions were readily accessible to the reader.

#### **4.3 Compliance by Month (excluding duplicates)**

The single breach appeared as a banner advertisement in the August sample. The following tables highlight the rate of advertisements per month that were considered "questionable".

##### **Banner Advertisements**

<i>Month</i>	<i>Number in sample</i>	<i>Questionable</i>	<i>Questionable rate per month %</i>	<i>As a % of questionable</i>
<i>July</i>	53	4	7.5	20
<i>August</i>	55	2	3.6	10
<i>September</i>	56	5	8.9	25
<i>October</i>	71	4	5.6	20
<i>November</i>	67	3	4.5	15
<i>December</i>	52	2	3.8	10
	<b>354</b>	<b>20</b>		<b>100</b>

##### **Pop-up Advertisements**

<i>Month</i>	<i>Number in sample</i>	<i>Questionable</i>	<i>Questionable rate per month %</i>	<i>As a % of questionable</i>
<i>July</i>	37	0	0	0
<i>August</i>	48	4	8.3	25
<i>September</i>	41	1	2.4	6.25
<i>October</i>	57	3	5.3	18.75
<i>November</i>	40	5	12.5	31.25
<i>December</i>	35	3	8.6	18.75
	<b>258</b>	<b>16</b>		<b>100</b>

It is difficult to observe any significant trends in the distribution of "questionable" advertisements over the six month period.

#### **4.4 "Questionable" Advertisements**

31 of the 36 "questionable" advertisements in the sample were assessed against clause 56.4. All of the advertisements were for online betting and gaming services and were classified as "questionable" because they

appeared as banner or pop-up advertisements on websites, such as popular search engine sites and sporting websites, that could appeal to an audience 25% or more of which could be under the age of 18.

One pop-up advertisement, which contained a 'lowest prices guaranteed' claim, was categorised as "questionable" because such absolute claims are often very difficult to substantiate.

Two car advertisements, one a banner, the other a pop-up, were considered "questionable" because the predominant messages could be interpreted as relating to speed. Another banner advertisement, included in the retail sector, was considered "questionable" under clause 11.1 because it could be interpreted as condoning anti-social behaviour.

#### **4.5 Complaints**

During the sample period, the ASA Council upheld complaints against 198 advertisements appearing in non-broadcast media. Of the 198 advertisements against which complaints were upheld, four (2%) were online advertisements that fell within the remit of the ASA. One of the four upheld complaints was against a banner advertisement and none were against pop-up advertisements (see 7.8 below).

## **5. CONCLUSIONS**

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The 99% compliance rate is extremely encouraging and compares favourably with the compliance rate for other media. An ASA survey of outdoor advertising in 2002 revealed a compliance rate of 99%, a survey of direct mailings in 2001 found a compliance rate of 91% and the ASA's National Advertising Review in 1998 found that the rate of compliance for press advertisements was 96%. The single advertisement that broke the Codes had already attracted a complaint that the ASA had upheld.

Advertisements were also checked for "questionable" claims and the acceptability of those claims was usually contingent on the advertisers holding adequate evidence to support them or on the appropriateness of the website on which the advertisements appeared. If "questionable" advertisements were included as breaches of the Codes, the compliance rate was 94%. The majority of the advertisements that were considered to be "questionable" appeared in the leisure sector. All but one of those were banner or pop-up advertisements for online betting and gaming companies that were considered to be "questionable" because of the types of website on which they appeared.

It is likely that a fair proportion of advertisements, particularly in the computer and telecommunications sector and the financial sector, would have broken the Codes if they had appeared unchanged in other media, such as billboards or newspapers. Many of those advertisements were highly visual and colourful, but contained little or no explanatory text or important terms and conditions. Because information of this type was readily available to users by clicking on the banner or pop-up and being directed to the relevant website which contained full details, the advertisements were not considered to be problematic or "questionable".

The ASA will be monitoring banner and pop-up advertising on a regular basis and will carry out another comprehensive survey in four years time to check the rate of compliance.

## **6. ADVERTISEMENT IN THE SURVEY THAT BREACHED THE CODES**

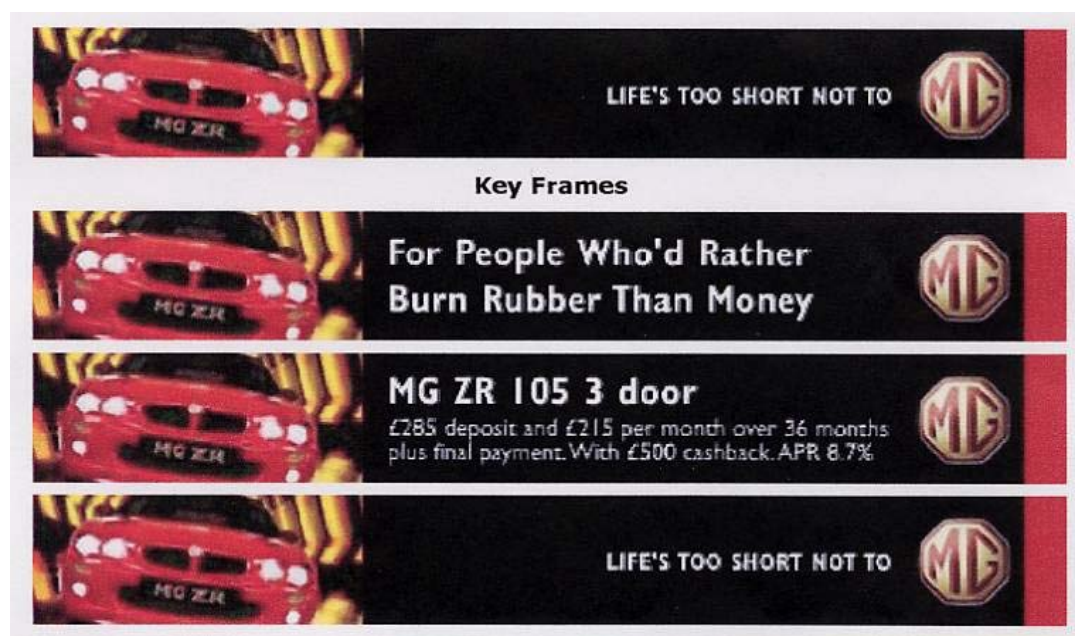
### **6.1 MG Rover Group Ltd**

The banner advertisement appeared as part of a nationwide advertising campaign by MG-Rover. It showed the front of a MGZR car, in the middle of a blurred background that seemed to be the inside of a tunnel, and stated "For people who would rather burn rubber than money". The complainant objected that the advertisement was irresponsible because it encouraged speeding and reckless driving.

MG Rover said the headline was designed to link the cost of the car with the enjoyment attained from driving it. It said the phrase "burn rubber" originated in the USA, where it represented driving long journeys, and was well used among the target audience to refer to the amount of driving the car had done, not its speed. It believed the phrase suggested freedom and the opportunities presented by road journeys, which they believed fitted naturally with their target audience of 25-to-35-year-old men.

The Authority considered that the words "burn rubber" alongside the image of the car in a blurred background would be seen as a reference to speed not to long journeys and upheld the complaint.

The banner advertisement accounted for the only breach in the survey and was investigated under clauses 48.2, 48.3 and 48.4



**Outcome:** MG Rover said it would not to use the advertisement again and agreed to make better use of the Copy Advice service in the future.

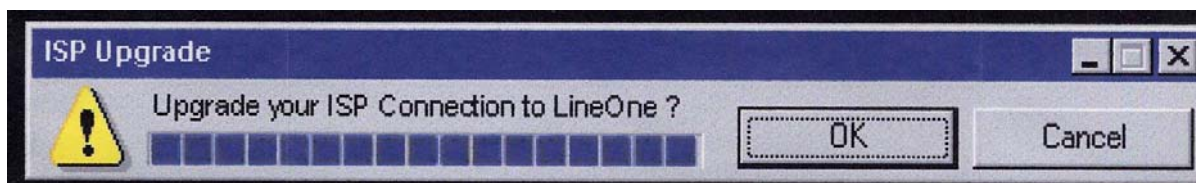
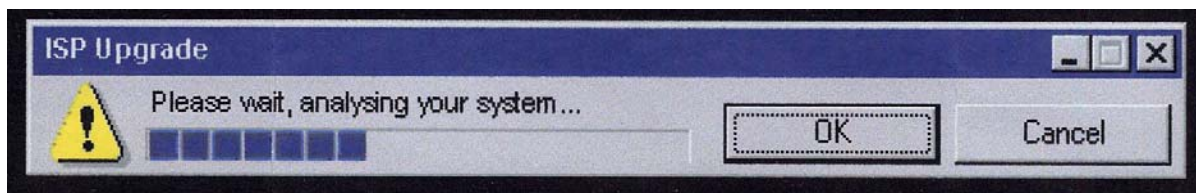
## **7. PAST ASA ADJUDICATIONS ON BANNER ADVERTISEMENTS**

### **7.1 Lineone**

A complainant objected to an internet banner advertisement for an Internet Service Provider (ISP); it was headlined "ISP Upgrade" and flashed up on screen while the complainant was reading a webpage on finance. On the left-hand side of the banner was a yellow warning symbol that stated alongside "Please wait, analysing your system..." and showed a progress bar. On the right-hand side was an "OK" button and a "Cancel" button. The complainant who, despite clicking on the "Cancel" button, was redirected to the advertiser's website, objected that it was not clear that the banner was an advertisement.

The ASA agreed that the advertisement was not identifiable as such and that the "cancel" button was misleading. The complaint was upheld.

Relevant clauses: 7.1 and 23.1.

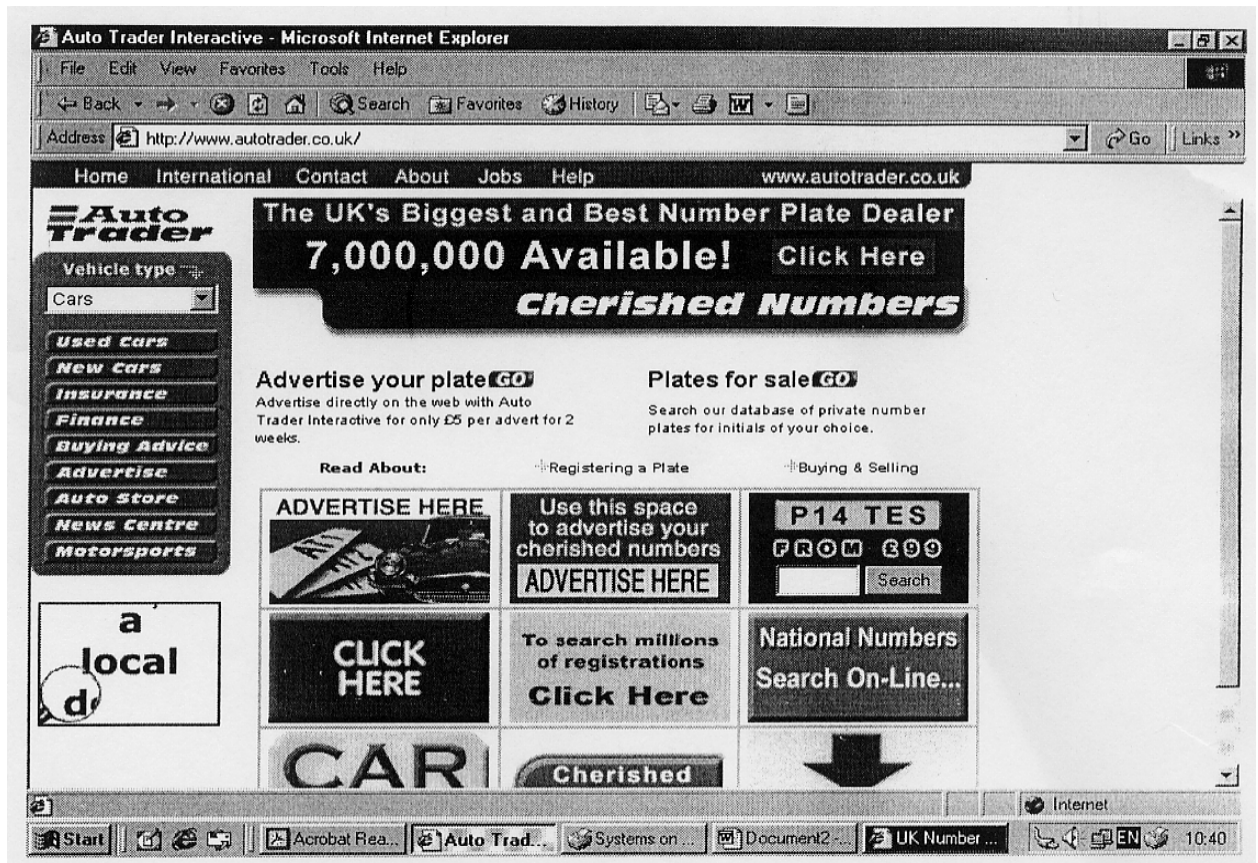


**Outcome:** Lineone agreed not to use this approach again,

## 7.2 Registration Transfers

A competitor challenged claims in a banner advertisement by the above advertiser that they were “The UK’s Biggest and Best Number Plate Dealer” and that they had “7,000,000 Available”. The advertiser was unable to provide evidence to support the claim and the complaint was upheld,

Relevant clauses: 3.1 and 7.1.



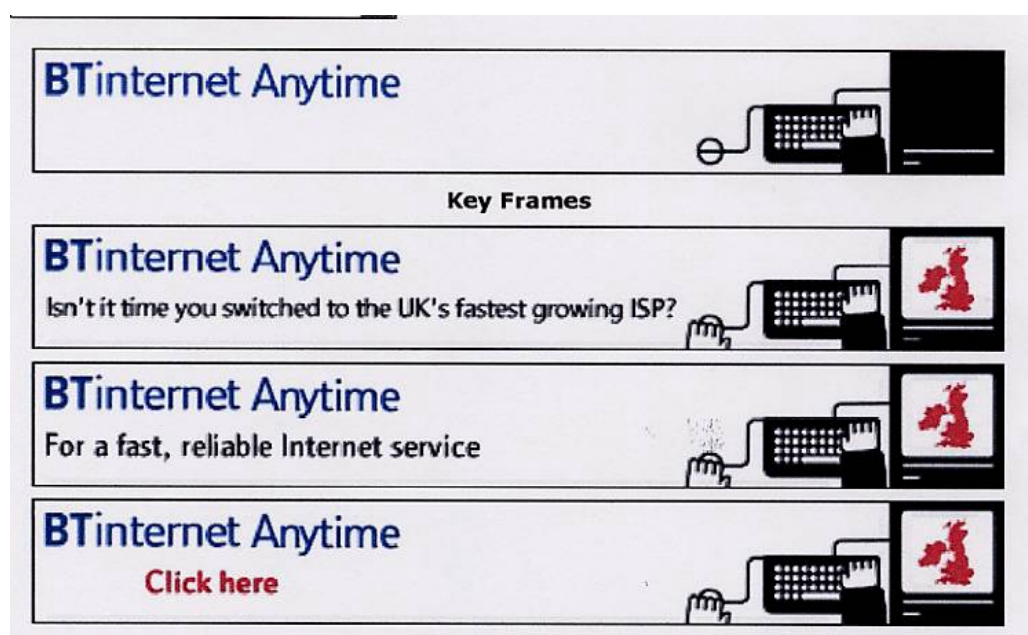
**Outcome:** the advertiser gave its assurance that the claims would not appear in its future advertising.

### 7.3 British Telecommunications plc t/a BT Internet Anytime

Five complainants questioned whether the advertiser could provide evidence to support its claim "BT Anytime for a fast, reliable service" on a banner advertisement because, in their experience, the claim was not true.

The advertiser said that some customers had been experiencing problems with connection because of a fault with BT telephone exchanges. They said that they had removed their website banner "for a fast, reliable service" while problems were ongoing. Because intermittent and ongoing problems were preventing some customers from connecting to the internet, the Authority considered that the advertiser's claim that their service was reliable was misleading. It welcomed the advertiser's assurance that they had removed the claim and would not use it again until the problem had been fully resolved.

Relevant clauses: 3.1 and 7.1.

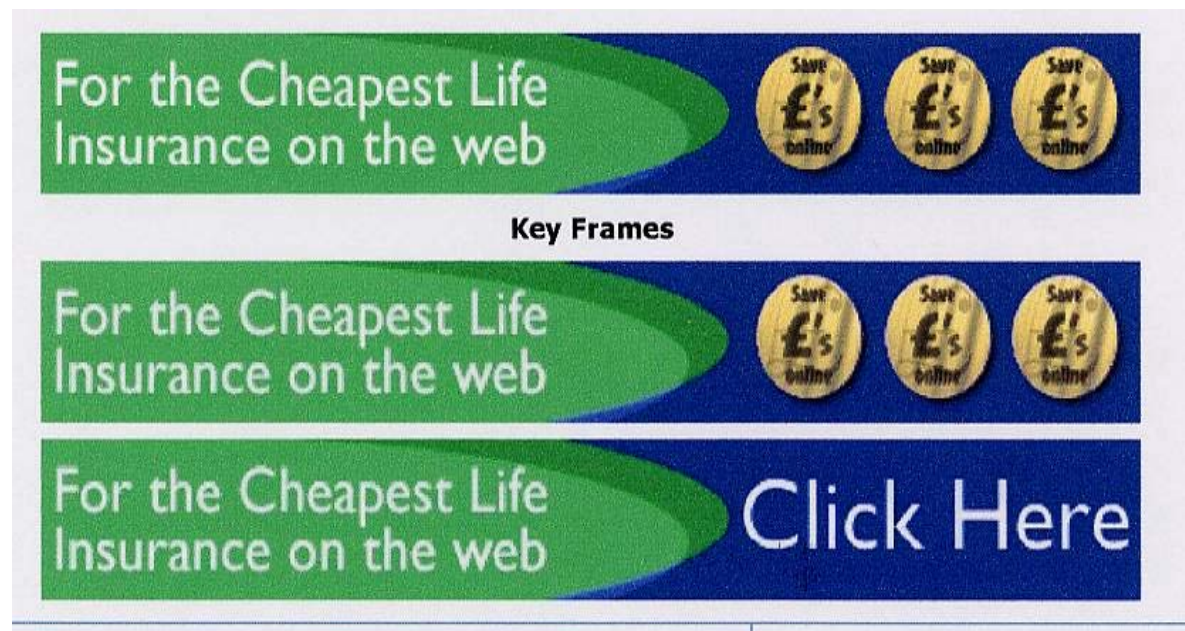


**Outcome:** the claim was removed from future banner advertisements.

#### 7.4 Online Life Insurance

A complainant challenged the claim "For the Cheapest Life Insurance on the web" which appeared as an internet banner advertisement. The ASA understood that, like other insurance companies, the advertiser could provide a cheaper quote for a premium if asked, however, the advertiser did not provide evidence that showed it quoted the cheapest life insurance on the web. The ASA upheld the complaint.

Relevant clauses: 3.1, 7.1 and 19.2



**Outcome:** the advertiser said it would amend its future advertising to ensure it adhered to the Codes.

## 7.5 888 Casino

A complainant objected to a banner advertisement, on BT's website, with a dialogue box that stated "downloading ..." and featured flashing lights. A mouse pointer appeared over the cancel button. Clicking anywhere on the advertisement opened the advertiser's website. The complainant objected that the advertisement:

1. misleadingly implied that a file was being downloaded onto the user's computer system; and
2. played on internet users' fears of downloading a virus, especially in the light of a recent scare.

Users would, therefore, be pushed into pressing the cancel button, which took them to the advertiser's website.

The Authority concluded that the advertisement was misleading and upheld the complaint.

Relevant clauses: 7.1 and 9.1.



**Outcome:** the advertiser said it would not use the approach again.

As a consequence of this adjudication CAP published a warning against the use of windows iconography in online advertisements in the August 2002 edition of [Update@CAP](#), a quarterly newsletter for anyone involved in advertising and other marketing communications.

The Interactive Advertising Bureau (IAB), a CAP member representing the interactive advertising, e-commerce and online marketing industry, also had this to say about the use of such iconography in online advertisements:

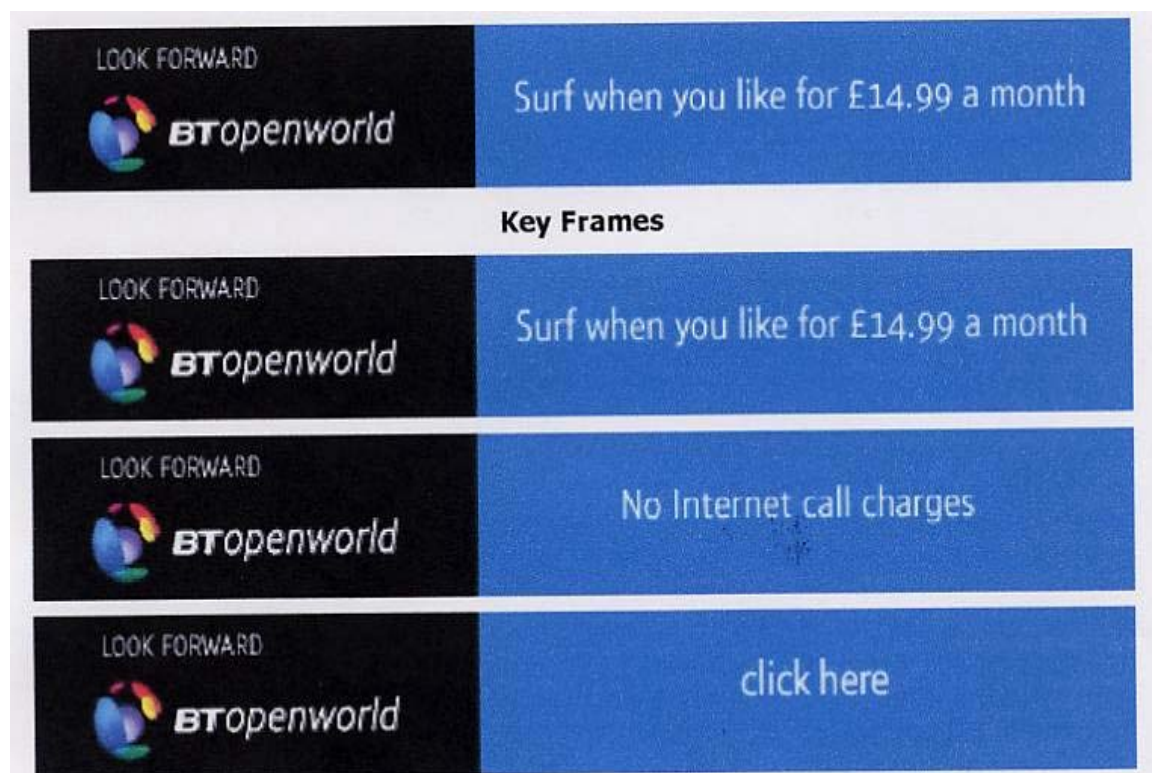
"While the IAB and its membership appreciates the role that windows iconography can play in enhancing the impact of advertising creative, we would caution its use and urge practitioners to ensure that the use of 'Windows style' icons does not confuse the use in a way that could be deemed as being misleading or untruthful. Particular attention should be paid to the use of error messages and 'downloading' icons".

## 7.6 British Telecommunications plc t/a BT Openworld

15 complainants challenged claims on a banner advertisement for an Internet service provider which stated "Surf whenever you like for only £9.99 a month for 3 months" because they believed the offer was subject to restrictions and that heavy users were penalised.

The Authority noted that users were disconnected from the service after two hours but could reconnect immediately. The Authority considered that consumers could infer from the advertisements that they could access the Internet for any length of time with no time limitations and upheld the complaints.

Relevant clauses: 3.1 and 7.1.



(Image shown above contains the same claims that the ASA adjudicated on but with a different monthly charge).

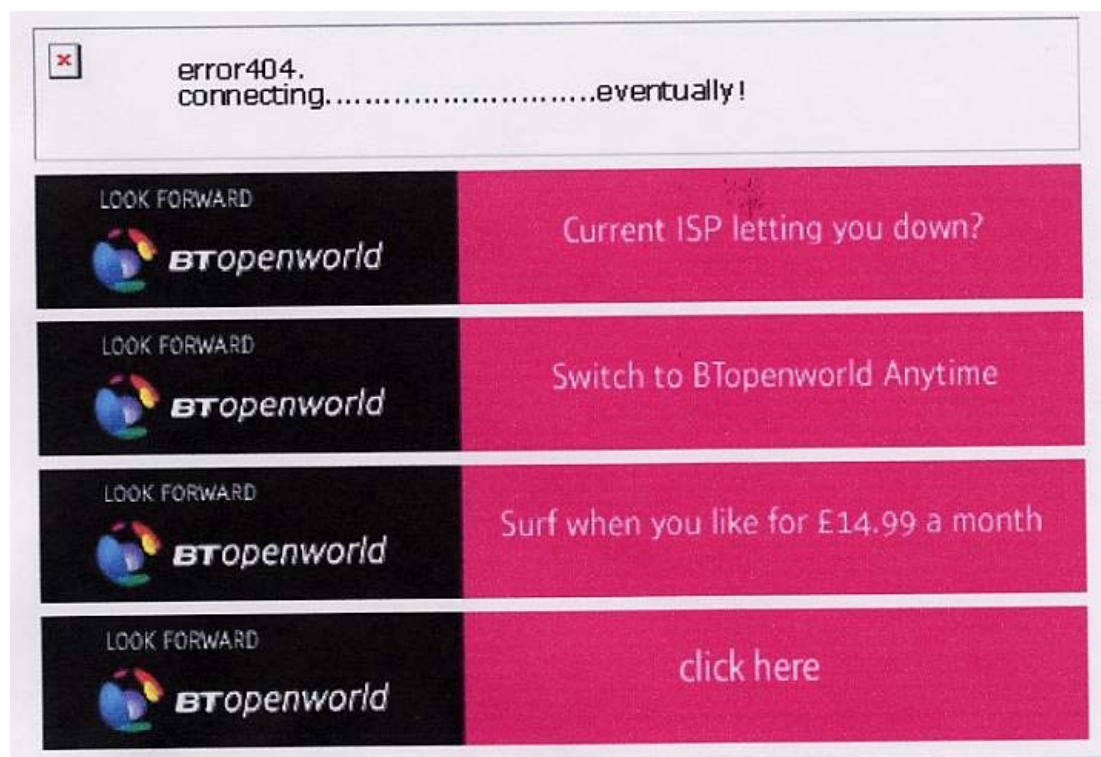
**Outcome:** the advertiser said it would amend the advertisements to make clear that online sessions carried limitations.

## 7.7 British Telecommunications plc t/a BT Openworld

A member of the public objected to an animated banner advertisement for the BTopenworld Anytime broadband Internet service. The first part of the advertisement showed an Internet page that was not loading properly and stated "error 404". The page then changed to state "error 404 connecting" with an expanding row of dots. In the final stage it stated "error 404 connecting ... eventually". The advertisement then changed so that it featured a "BTOPEWORLD" logo and over four stages stated "Current ISP letting you down? Switch to BTopenworld Anytime. Surf when you like for £14.99 a month. click here". The complainant objected that the advertisement was misleading because it implied that 404 errors can be reduced or eliminated by switching to BTopenworld Anytime.

The Authority concluded that the advertisement was misleading and upheld the complaint.

Relevant clauses: 3.1 and 7.1.



**Outcome:** the advertiser was told to remove the banner advertisement and consult the Committee of Advertising Practice Copy Advice team before using a similar advertisement in future.

## 7.8 Central Office of Information - DVLA

A car finance company objected to an Internet advertisement that claimed "... V5 Logbook ... A car's not legit without it..." The complainant objected that the advertisement misleadingly implied car owners must have a V5 logbook and cars could not be offered for sale legally without one.

Although the advertisement did not refer specifically to the legality of selling a vehicle without a V5 logbook and the intention of it was to draw attention to the risk of buying a vehicle that did not have a V5 logbook, the ASA agreed with the complainant that the advertisement was misleading and upheld the complaint.

Relevant clauses: 3.1 and 7.1.



Auto Trader - BMW 320i CONVERTIBLE, - Microsoft Internet Explorer

**Auto Trader**  **A car's not legit without it.**

 **1987 BMW 320i CONVERTIBLE**  
E-reg. Bright Red, Leather upholstery, air con, New exhaust, 2 sets of Alloys & tyres, Pioneer 6CD stereo autochanger, years MOT, tax, very good condition. £1,995.ono.

**\* FACT OR FICTION?** If the vehicle doesn't have a V5 Logbook your dream car could be a nightmare.

For more details on how to protect yourself when buying a 2nd hand car **click here** or call **0845 111 111**.

**PRINT** **CLOSE**

**Related Links**  
Services – choose from a range of leading suppliers  
[Insurance](#) | [Finance](#) | [Warranty](#) | [Personalised Plates](#) | [Imports](#) | [HP!](#) | [more...](#)

**Research**  
Read the verdict on the latest models in our [Roadtest](#) section.  
Check out vehicle specifications in our [New Car Guide](#)

**Outcome:** the advertisers were asked not to repeat the claim.

## **8. PRE-PUBLICATION ADVICE & THE ADMARK SCHEME**

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Seeking advice from the CAP Copy Advice team is the best way to ensure that an advertisement does not break the Codes and advertisers are urged to use this service. The team can draw on ASA research and previous ASA adjudications and is experienced at advising on the likely reaction of both the public and competitors. Contact the team on 020 7580 4100 (telephone), 020 7580 4072 (fax) or on [copyadvice@cap.org.uk](mailto:copyadvice@cap.org.uk). The team responds to almost 90% of written enquiries within 24 hours.

Additionally, marketers, their agencies and the media can stay the right side of the line by using AdviceOnline. This up-to-date database of advice tells you what you can and cannot do and links users to relevant Code clauses, Help Notes and past ASA decisions. Whilst online, users are encouraged to subscribe to [Update@CAP](mailto:Update@CAP), the e-mail newsletter. Both services are free and available on [www.cap.org.uk](http://www.cap.org.uk).

### **admark**

admark is a CAP scheme to improve consumer confidence in online ads. Members displaying the admark icon on their online ads, commercial e-mails and websites have pledged to follow the CAP Code and to abide by ASA decisions. Consumers benefit by being able to see at a glance those companies that have pledged to play by the rules. admark is supported by the ASA and has the backing of the UK advertising industry. For more information visit [www.admark.org.uk](http://www.admark.org.uk).