

EASA Cross Border Complaints

Quarterly Report N° 66
October - December 2014

EASA

EASA - the European Advertising Standards Alliance is the single authoritative voice on advertising self-regulation. EASA promotes high ethical standards in commercial communications by means of effective self-regulation, for the benefit of consumers and business in Europe and beyond.

Effective advertising self-regulation helps ensure responsible advertising, meeting consumers' demand for honesty and transparency, regulators' demand for responsibility and engagement and businesses' demand for freedom to operate responsibly. EASA and its members have developed a robust and coherent system of advertising self-regulation that can respond effectively to new challenges.

EASA is not a Self-Regulatory Organisation (SRO) in itself, but acts as a co-ordination point for best practice in the implementation of self-regulation, as well as operational standards for its national SRO members. Part of EASA's role involves coordinating the cross-border complaint mechanism, EASA also collects and analyses top line statistical data on received and resolved complaints, as well as on copy advice requests and pre-clearance from its SRO members each year.

EASA was set up in 1992 to represent national self-regulatory organisations in Europe, in 2004 it developed into a partnership between national advertising SROs and organisations representing the advertising industry. Today, EASA is a network of 54 organisations committed to making sure advertising is legal, decent, honest and truthful. EASA's membership is made up of 38 SROs from Europe and beyond, and 16 advertising industry associations, including advertisers, agencies and the media. EASA is a not-for-profit organisation with a Brussels-based Secretariat. For further information please visit www.easa-alliance.org.

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October - December 2014

This report contains the details of 32 cross-border complaints about 30 advertisements coordinated by EASA's cross-border complaints system, adjudicated by local Self-Regulatory Organisations (SROs) and closed during the period from October to December 2014.

The issues complained about were misleading advertising (26 complaints) and taste and decency (four complaints).

The media involved were Digital Marketing Communications (29 complaints) and Direct Marketing (three complaints).

The Irish SRO (ASAI) handled six complaints; the Dutch (SRC) and French (ARPP) SROs five complaints each; the UK SRO (ASA) four complaints; the Canadian (ASC) and Spanish (AUTOCONTROL) SROs two complaints each, whereas the SROs from Austria, Australia, Belgium, Germany, Greece, Italy, Romania and Slovakia each handled one complaint¹.

With regards to the different sectors complained about, the leisure services sector received the most cross-border complaints (eight complaints).

¹ In cases involving EU member states, advertisements are required to comply with the rules in the country of origin of the media in which the advertisement appears or, in the case of direct mail, e-mail or Internet advertising, the country where the advertiser is based. Switzerland, as a non-member of the EU, requires advertisements addressed by Swiss-based advertisers to consumers in other countries to comply with the rules in those countries (country of destination). Consequently, in such cases, the self-regulatory organisation (SRO) in the complainant's country assesses the complaint on the basis of its own national rules before passing it to the Swiss SRO, which communicates the decision to the advertiser.

Summary of cross-border complaints resolved between October and December 2014

Issue	Advertiser complained about	Complaint N°	Page
Misleading advertising	Blue Air	2759	p. 4
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Château de Limelette	2904	p. 12	
Construct Data Publishers	2929	p. 12	
Taste and decency	Mail Online	2887-2888	p. 13
	Adopte Un Mec, SARL	2932-2933	p. 13

Misleading advertising

2759 BLUE AIR

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding an online advertisement by Blue Air, a Romanian airline company. The advertisement on the Blue Air website claimed that gift vouchers could be purchased through their call centre. The complainant called the number for the Irish call centre, a premium rate number, and was put on hold for over ten minutes. The complainant was then informed by Blue Air that they did not sell gift vouchers. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Romania, the Irish SRO, ASAI, transferred the complaint to the Romanian SRO, RAC, under the cross-border procedure. After investigation, RAC's Ethics Committee found that the information regarding the means of purchasing a Blue Air Gift Voucher may mislead consumers by ambiguity. While the image with a sign 'Voucher' talked about calling the Call Center in order to purchase the voucher, the detailed information under the sign asked consumers to use an online form. Moreover, there were two Call Center numbers, but only one of them could have been used for purchasing the voucher. Therefore, RAC's Ethics Committee found the advertisement to be in breach of Article 1.3 a) of the Romanian Code of Advertising Practice. **Complaint upheld, case closed.**

2806 PADDY POWER

Complaint from a British consumer to the British SRO, ASA, regarding an email advertisement of Paddy Power, an Irish online betting platform. The advertisement stated 'FOOTBALL MONEY-BACK SPECIAL First Goalscorer Special! Premier League All Saturday 3pm matches. Money-Back Special. If your losing 1st goalscorer scores the 2nd or 3rd goal, we will refund your stake as a free bet'. However, the claim 'Money Back Special' was actually a free bet rather than money back. Moreover, the advertisement included a condition that free bets must be used in seven days or it is lost and forces consumers to bet. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the British SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. ASAI contacted the advertiser explained that in the past Money Back Specials (MBS) had provided their customers with the opportunity to withdraw their actual funds which had been placed under these offers. Over the years, however, due to their competitors also offering free bets in various formats, the advertiser had to change the way in which they offered their MBS's to their customers. While from time to time they still offer 'cash-back' to accounts, to compete in the current market they also offer alternative MBS offers including 'free bets'. The advertiser stated that due to the changes in the market, the majority of their customers were aware of the various formats involved. They also stated that the particular format being used at any given time is always outlined in their terms and conditions. ASAI considered that the promotion clearly indicated the basis on which the MBS was offered. Therefore, ASAI decided that there was not a case for further investigation. **Complaint not pursued, case closed.**

2841 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Paddy Power, an Irish online betting platform. The website featured a promotion which stated: 'MONEY BACK AS A FREE BET IF ANY GROUP STAGE MATCH ENDS 0-0'. The complainant placed a bet on Nigeria to win the Nigeria-Iran football match on 16 June 2014, but they drew 0-0. When he asked for the refund of the money, he was refused it on the premise that terms and conditions stated that it applied to first/last goalscorer, correct score and scorecast markets only. However, the complainant felt that this was not made clear in the advertisement. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Having been contacted by ASAI, the advertiser

explained that the particular offer was open to existing Paddy Power customers only who normally would be familiar with the promotions and the fact that they were limited to selected markets. Moreover, this fact had been clearly referenced in the main copy along with the fact that terms and conditions applied. Once the advertisement was clicked the customer was brought to the terms and conditions which had been clearly outlined. Finally, the advertiser stated that it would have been made clear at all times, prior to placing a bet that the offer applied to the first/last goal scorer, correct score and score cast singles markets only. Therefore, ASAI did not consider that there was a case for further investigation under ASAI Code. **Complaint not pursued, case closed.**

2842 PLENTYOFFISH MEDIA LTD

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement by Plentyoffish Media Ltd, a Canadian online dating website. The email advertising stated: ‘...pof.com is larger than all other free dating sites combined. The email advertising featured a claim ‘...pof.com is larger than all other free dating sites combined.’ which was, however, not substantiated. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Canada, the UK SRO, ASA, transferred the complaint to the Canadian SRO, ASC, under the cross-border procedure. Despite being repeatedly asked, the advertiser did not reply to ASC’s requests for a response regarding the complaint. In the absence of any claim substantiation from the advertiser, and based on the information provided by the complainant, ASC’s Standards Council found that the advertiser’s claim could not be supported and was misleading, thus contravened Clauses 1(a) and (e) of the ASC’s Code. **Complaint upheld, case closed.**

2843 QUENTIN AMSTERDAM HOTEL

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Quentin Amsterdam Hotel, a Dutch hotel. Using the Quentin Amsterdam Hotel’s website, the complainant booked a room at the 3-star Quentin Amsterdam Hotel, but upon arrival was told that he could not be accommodated and he was sent to the 2-star King Hotel. The complainant was told that these are one hotel and was charged the same rate as if he had stayed at the Quentin Amsterdam Hotel. Moreover, the complainant objected to the fact that he did not receive the promised service. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Having investigated the complaint, SRC concluded that it did not concern an advertisement, but the execution of a contract and should be dealt with in accordance with the legal terms and conditions applicable to the contractual manner. Therefore, SRC could not handle the case. **Complaint not pursued, case closed.**

2847 SCOUT AVIATION S. R. O.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by SCOUT aviation s. r. o., a Slovak paramotoring and aviation company. The website featured a claim ‘SCOUT - the only paramotor in the world with no torque effect!’ as well as demonstration videos and further information about the product. The complainant found the advertisement to be misleading, because of the fact that the claims had not be substantiated. As the advertiser was based in Slovakia, the UK SRO, ASA, transferred the complaint to the Slovak SRO, SRPR, under the cross-border procedure. Having made contacts with the advertiser, the SRPR’s Complaints Committee was informed that the advertiser made a claim regarding the functionality of a dynamic torque compensation based on the fact of a provisionally confirmed application for a patent. The Committee decided that pending status of the application was not sufficient to substantiate the claim. Therefore, the advertisement contravened the provisions of Article 14, paragraph 2 of the SRPR’s Ethical Principles of

Advertising Practice. The advertiser was asked to amend the advertisement accordingly. **Complaint upheld, case closed.**

2849 AER LINGUS

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement by Aer Lingus, an Irish airline company. The advertisement, which the complainant received on 27 May 2014, offered 25% off flights to Ireland from the UK. Prior to receiving the email, the complainant had looked at booking flights to Dublin. Knowing the level of prices, the complainant questioned upon receiving the email whether the prices were different to before. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. ASAI made several attempts of contacting the complainant in order to seek some more information pertaining to the case. The complainant did not respond to these enquiries. Therefore, ASAI was not in a position to investigate the matter further and consider the case closed. Complaint not pursued, case closed.

2852 PORTAL EMPRESARIAL S.L.

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mailing by Portal Empresarial, S.L., a Spanish company offering business directory services. The complainant found the advertisement to be misleading, because it was not clearly identifiable as advertising, and the nature and cost of the service was not clear either. As the advertiser was based in Spain, the UK SRO, ASA, transferred the complaint to the Spanish SRO, AUTOCONTROL, under the cross-border procedure. Having examined the complaint, the AUTOCONTROL's jury considered that the advertisement infringed Rule 14 of the Code of Advertising Practice of AUTOCONTROL (Principle of Truthfulness), because of its ambiguous layout. The ambiguity meant that the advertisement misled its recipients who could consider that filling in and signing the form involved only free-of-charge update of data of their company, whereas in reality it meant ordering three subsequent editions of the advertiser's directory, €997 per each edition. The advertiser appealed against the AUTOCONTROL's jury's first instance resolution. The Plenary session dismissed the appeal and confirmed the adjudication of the jury. **Complaint upheld, case closed.**

2857 VISION DIRECT BV

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement on Vision Direct BV, a Dutch online retailer of contact lenses, solutions and eye care products. The advertisement featured a claim 'Get FREE next day UK delivery on all orders'. However, upon visiting the website the complainant discovered that this was only available on orders over £49. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Having made contact with SRC, the advertiser explained that the offer had changed and free delivery on all orders was valid only for orders over £49. The advertiser apologised for the confusion and offered the complainant free delivery on their next order. **Complaint resolved informally, case closed.**

2860 THE LINDEN METHOD ANXIETY RECOVERY CANADA

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for The Linden Method Anxiety Recovery Canada, a Canadian company developing and delivering products and services for mental health care. The website linden-method-canada.com featured a number of claims pertaining to The Linden Method. The complainant purchased The Linden Method in the past, but stopped using it after finding it ineffective. Having gone back to the advertisement, the complainant considered that many of the claims were biased, exaggerated, false, misleading and unsubstantiated as well as putting forward

accusations against the medical community and setting unreasonable expectations. The complainant also challenged whether the terms and conditions were unclear. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Canada, the UK SRO, ASA, transferred the complaint to the Canadian SRO, ASC, under the cross-border procedure. Despite repeated attempts to contact the advertiser, ASC did not get a response. Moreover, ASC noted that significant changes were made to the website and many of the claims complained about no longer appeared on the website. Therefore, ASC was not able to pursue the complaint. **Complaint not pursued, case closed.**

2863 THE LINDEN METHOD ANXIETY RECOVERY AUSTRALIA

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for The Linden Method Australia, an Australian company developing and delivering products and services for mental health care. The website linden-method-australia.com featured a number of claims pertaining to The Linden Method. The complainant purchased The Linden Method in the past, but stopped using it after finding it ineffective. Having gone back to the advertisement, the complainant considered that many of the claims were biased, exaggerated, false, misleading and unsubstantiated as well as putting forward accusations against the medical community and setting unreasonable expectations. The complainant also challenged whether the terms and conditions were unclear. Therefore, the complainant found the advertisement to be misleading. As the advertiser appeared to be based in Australia, the UK SRO, ASA, transferred the complaint to the Australian SRO, ASB, under the cross-border procedure. Having assessed the complaint, ASB transferred it to the Australian Competition & Consumer Commission which deals with misleading information and unsubstantiated claims. **Complaint transferred to the appropriate authority, case closed.**

2866 HYNES JEWELLERS

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Hynes Jewellers, an Irish jewellery store. The advertisement on a Facebook page featured a competition with a bracelet as a prize. The complainant challenged the fact that this competition, as well as the previous ones, were not administered fairly because all of the winners of the competitions are Facebook friends of the advertiser's Managing Director. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Following the contacts with ASAI, the advertiser explained that the draws for the competitions are random using a method that employs www.random.org as a random number generator which narrows down the eligible entries until one is left. Moreover, the advertiser stated that their Managing Director has no access to the Facebook page and has nothing to do with the competitions as such. As the Managing Director is a popular business man in the local area, it could happen that he could be connected on Facebook as a friend to a large number of people who enter the competitions, but that did not constitute knowing someone personally. Having reviewed the advertiser's response ASAI considered that the competitions were conducted in line with the ASAI Code. **Complaint not pursued, case closed.**

2871 EMM KOKOLOGIANNIS AND SONS SA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Emm Kokologiannis and Sons SA, a Greek car rental broker. The website EconomyCarRental.com featured a claim that car rentals were with no hidden charges. However, having booked car rental the complaint was charged £31.13. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Greece, the UK SRO, ASA, transferred the complaint to the Greek SRO, SEE, under the cross-border procedure. Having examined the advertisement and the information provided by the advertiser, SEE found that the billing information were clear. The charges that the complainant

referred to were pre-payment of booking fees and were mentioned during the booking procedure. **Complaint not upheld, case closed.**

2872 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an SMS advertisement for Paddy Power, an Irish online betting platform. The advertisement featured a claim 'If you haven't already, open an account, bet £5 and your £20 free bet will be added as a payment option'. The complainant found the advertisement to be misleading as it did not state that it was for new customers only. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Following contacts with ASAI, the advertiser explained that the advertising was distilled in three parts where the link contained in the first SMS message brought recipients to a landing page which then alerted recipients to the fact that terms applied to the offer. Term 3 stated 'Valid for new customers only'. The advertiser also stated that in compliance with regulation in the area, one of their affiliate partners conducted an exercise on a third party data set of mobile contacts in order to identify new potential customers. These potential customer numbers were further compared against their existing database of customer contacts. Therefore, ASAI did not consider that the advertising was in breach of ASAI's Code. **Complaint not upheld, case closed.**

2874 DEUTSCHE LUFTHANSA AG

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Deutsche Lufthansa AG, a German airline company. The website stated that pets could travel in the passenger cabin or the hold of the aircraft. However, the complainant later found out that pets could no longer be transported on the same plane as the passenger. The advertiser explained that the advertisement referred to PetAir for travel on separate Cargo flights only. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Germany, the UK SRO, ASA, transferred the complaint to the German SRO, WBZ, under the cross-border procedure. Following contacts with WBZ, the advertiser explained that the information on the website was generally applicable and that pets could be transported on the aircraft. Therefore, the advertiser stated that information provided during the telephone conversation was due to a misunderstanding. However, there are a number of exceptions to the rules for transportation of pets, such as related to UK Pet Travel Scheme. Moreover, information on the rules is only valid for Lufthansa flights and not for any other airlines. Therefore, requests regarding transportation of pets may be rejected on an individual basis. Having examined the complaint and the advertiser's response, WBZ considered that the advertisement was not misleading. **Complaint not upheld, case closed.**

2877 FORMULA E RIGHTS BV

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Formula E Rights BV, a Dutch counterpart administering FIA Formula E motor racing championship. The website fiaformulae.com featured a claim 'the Championship will compete in the heart of 10 of the world's leading cities - including London, Beijing and Los Angeles - racing around their iconic landmarks'. Moreover, it also featured images advertising races in London, Beijing and Berlin which pictured racing cars with the cities' landmarks. The complainant found the advertisement to be misleading as the claim could not be substantiated, as the races were not due to take place in central locations. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. The Advertising Code Committee found that the advertisement gave a distorted picture of the location of the race because it could only be understood in a way that the races would take place in the centre of the cities concerned and that they would race past the iconic sights of the cities involved. Therefore, the Advertising Code Committee ruled that the advertisement contravened provisions of Article 7 of the Dutch Advertising Code

which states that advertising shall not be dishonest. The advertiser was recommended not to advertise in such a manner again. **Complaint upheld, case closed.**

2880 BOOKING.COM BV

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on Booking.com BV, a Dutch website for hotel reservations. The website featured a number of claims which the complainant found to be misleading. First, the claim 'Best Price Guaranteed', because the price was in fact the same as that available at all other media. Second, the reference to availability, because he considered that once one room was no longer available, another room was simply made available. Third, the implication that Booking.com ranked properties according to customer friendly criteria, whereas in fact the rank was made according to revenues. Fourth, the claim 'Number of people viewing this room', because he considered that this could have been created by an artificial means, and there was no certainty as to who was actually viewing the room. Fifth, the reviews which he believed were part of the advertising. Sixth, the claim 'Book now, pay when you stay! With FREE cancellation on most rooms', because he believed that deposits were still taken and cancellation policies applied. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. The complaint was considered by the Chairman of the Dutch Advertising Code Committee. The Chairman assessed the claims and taking into account the previous rulings of the Dutch Advertising Code Committee he dismissed the complaint. In reference to the first claim, the Chairman noted that 'Best Price Guarantee' entitles a customer to a refund of the price difference in case the same offer with a lower rate can be found elsewhere. In reference to the second claim, the Chairman referred to the advertiser's terms and conditions regarding the 'availability parity', on the basis of which he noted that the advertiser did not mislead consumers in regard to the number of rooms available through the website. In reference to the third claim, the Chairman noted that the adviser did not state or imply to have no interference with the order of the offers display on the website. Moreover, the Chairman noted that the method used by the advertiser to rank the offers did not breach the Dutch Advertising Code. In reference to the fourth claim, the Chairman referred to the previous ruling where the Dutch Advertising Code Committee and considered it sufficiently plausible that the phrase '(...) person(s) is (are) viewing this room now' was a direct reflection of the number of unique visitors looking at the relevant accommodation. In reference to the fifth claim, the Chairman considered it sufficiently plausible that only visitors who booked accommodation through the advertiser's website have the opportunity to publish a review on the website concerning that property. In reference to the sixth claim, the Chairman referred to the previous ruling where the Dutch Advertising Code Committee and considered that the claim 'FREE cancellation' was adequately explained by the advertiser. The complainant objected to the Chairman's decision and the case was considered by the Dutch Advertising Code Committee. The Committee confirmed the decision of the Chairman and did not uphold the complaint. **Complaint not upheld, case closed.**

2881 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Paddy Power, an Irish online betting platform. The complainant was told a year ago that he could no longer receive a large number of promotions on offer. He continued to receive these in the form of push notifications. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. After reviewing the complaint, ASAI noted that it appeared that the advertiser informed the complainant that he no longer qualified for certain promotions but that he had signed up to receive messages in relation to these offers. The advertiser offered to change the settings on the complainant's account so that he would not receive these messages. The complainant did not agree to that as he wanted to receive the odds on major games. The advertiser further explained that it was

not possible to accommodate this request as there was no option on their current system to split notifications. As the complainant was offered to have the notifications removed from his notifications, but he had refused this offer, ASAI did not consider that there was a case to be pursued under ASA Code. **Complaint not pursued, case closed.**

2882 AFIBEL SAS

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail by Afibel SAS, a French company specialising in mail order selling of women's clothing. The advertisement implied that the complainant had won a large sum of money, which was not the case. The complainant placed another order so that his name could be entered into the draw, but he did not receive any reply from the advertiser. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. After analysing the advertisement and following contacts with the advertiser, the Secretary of the Jury found that the advertisement was compliant with ARPP's Notes and Overlays Code since terms and conditions of the draw and the amount of the check were clearly indicated, whereas the phrase 'amount to be shared' was always present next to the £400 000 amount. The requirement in Article 1 of the Code: 'No matter the media, corrective and informative notes have to be readable in normal reading conditions' was thus fulfilled. **Complaint not pursued, case closed.**

2883 ALEXANDRA DE CURTIS

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail by Alexandra de Curtis, an Italian boutique selling designer's handbags and accessories. The complainant entered a competition on the advertiser's Facebook page, to win €100 to spend at its online boutique. The complainant won and received an email which stated that she had to spend a minimum of €200 in order to use the prize, a requirement which was not stated in terms and conditions of the competition. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Italy, the UK SRO, ASA, transferred the complaint to the Italian SRO, IAP, under the cross-border procedure. Following contacts with IAP, the advertiser explained that the situation occurred due to an error of the UK social media agency managing the content displayed on the Facebook page which did not include all the required terms and conditions. As a gesture of goodwill, the advertiser offered the complainant a coupon of €100. IAP accepted the advertiser's explanation, but highlighted the need to pay attention to any future advertisements and their compliance with IAP's Code. **Complaint resolved informally, case closed.**

2885 ECONOMY CAR HIRE

Complaint from a Dutch consumer to the Dutch SRO, ASA, regarding an online advertisement for Economy Car Hire, a online UK-based car hire company. The website featured the following claims: 'Full Collision Damage Protection' and 'Full Theft Protection'. The complainant objected to the claims due to the fact that the terms and conditions exclude items such as the roof and windows which are likely to break as the result of a collision or theft. Therefore, the complainant found the advertisement to be misleading. Having carried out the investigation, ASA noted that the terms and conditions make clear that 'Full Collision Damage Protection' and 'Full Theft Protection' are included in the rental of a car and consider that consumers in general are likely to understand this to relate to damage sustained during a collision or as the result of theft rather than general damage to items such as the roof and windows which was not due to a collision or theft. Therefore, ASA decided that the advertisement was unlikely to mislead consumers or to otherwise breach CAP Code on the basis suggested. **Complaint not pursued, case closed.**

2886 SONOS EUROPE BV

Complaint from a UK resident to the UK SRO, ASA, regarding an online advertisement for Sonos Europe BV, a Dutch music device manufacturer. The advertisement featured a claim: 'Buy any Sonos player and we'll give you 365 days of Deezer Premium+. That's unlimited access to all the music on earth, worth over £100'. The complainant found the claim 'all the music on earth' to be misleading and exaggerating the service. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Having examined the complaint, the Chairman of the Advertising Code Committee stated that the advertisement concerned an exaggeration which for an average consumer was clearly recognizable as a metaphor which should not be interpreted literally. Therefore, the Chairman decided not to uphold the complaint. **Complaint not upheld, case closed.**

2893 VESTIAIRE COLLECTIVE

Complaint from a UK resident to the UK SRO, ASA, regarding an online advertisement for Vestiaire Collective, a French fashion social shopping website. The complainant purchased a necklace on the website, but when it arrived it appeared very different to the picture. She requested a refund, but the advertiser refused to give her money back. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Italy, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. Having examined the complaint, the Secretary of the Jury decided that they could not make a fair judgment only on the basis of one image taken by the complainant herself. Moreover, the necklace seemed to have the same features, size and colours as the one presented on the website. In regard to the refund, the Secretary stated that the Jury's remit covers only advertising, and not contractual provisions. **Complaint not pursued, case closed.**

2896 SHOW GROOMS INTERNATIONAL

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding an online advertisement for Show Grooms International, a UK company acting as a jobs agency for horse grooms. The website offered a training course for grooms-to-be taking place in Paris. The complainant enrolled her daughter in the course who later took part in the training. The advertisement purported to offer the prospect of employment, but it subsequently turned out that the advertiser failed to arrange employment for subscribers. The complainant challenged the fact that this was a conscious policy of the advertiser in some cases and depended on a person's character rather than their performance. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the UK, the Irish SRO, ASAI, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. ASA attempted to contact the complainant for further information about her objections to specific claims in the advertisement. Since the complainant never replied, ASA could not pursue the investigation. **Complaint not pursued, case closed.**

2899 WUAKI.TV SLU

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for Wuaki TV SLU, a Spanish provider of on-demand Internet streaming media. The advertisement featured claims 'films to own' and 'own the classics'. The complainant understood that once purchased, the films could only be viewed via the advertiser's service, and only for three years which meant that consumers could not in fact own the films. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Spain, the UK SRO, ASA, transferred the complaint to the Spanish SRO, AUTOCONTROL, under the cross-border procedure. AUTOCONTROL, in line with its rules, asked whether the complainant agreed to reveal his personal data for the purpose of the jury's proceedings. The complainant stated that he did not, nor wished to continue with the complaint on this occasion. **Complaint not pursued, case closed.**

2903 AFIBEL SAS

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail by Afibel SAS, a French company specialising in mail order selling of women's clothing. The advertisement seemed to target elderly and vulnerable people and implied that they had won a large sum of money. Therefore, the complainant found the advertisement to be misleading and socially irresponsible. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. Having analysed the complaint, the Secretary of the Jury decided that it was compliant with ARPP's Note and Overlays Code. The conditions of the draw were clearly indicated on each page with references such as 'if you possess and return the winning number in time' and 'if the customer designated above possesses the winning number and returns it in time (...)'. Therefore, the advertisement was compliant with Article 1 of the code which reads: 'No matter the media, corrective and informative notes have to be readable in normal reading conditions'. **Complaint not pursued, case closed.**

2904 CHÂTEAU DE LIMELETTE

Complaint from a French consumer to the French SRO, ARPP, regarding an online advertisement for Château de Limelette, a Belgian hotel. The advertisement promoted a 'des Offres Duo' offer for couples. However, it was in fact only for one person. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Belgium, the French SRO, ARPP, transferred the complaint to the Belgian SRO, JEP, under the cross-border procedure. After investigation, the Belgian Jury found the claim to be misleading, since 'des Offres Duo' implied that the offer was directed at two persons, whereas the price was applicable per person. The advertiser decided to amend the promotion. **Complaint upheld, case closed.**

2929 CONSTRUCT DATA PUBLISHERS

Complaint from a legal representative of an Israeli consumer to EASA, regarding a direct mail from Construct Data Publishers, an Austrian company. The advertisement offered free update of data on a 'fair guide'. The mail invited the consumer to confirm the information the guide already had about his company by filling up and sending a printed form. However, the complainant found out that by signing the form, the advertiser automatically requested a payable insertion in the guide, without being sufficiently informed of this. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Austria, EASA transferred the complaint to the Austrian SRO, ÖWR, under the cross-border procedure. ÖWR noted that the advertiser had persistently disregarded previous decisions against its advertising by the ÖWR, and therefore transferred the case to the appropriate authorities. **Complaint transferred to appropriate authorities, case closed.**

Taste and decency

2887-2888 MAIL ONLINE

Complaint from a French consumer to the French SRO, ARPP, regarding an online article about 'We are Fur' campaign co-ordinated by the International Fur Foundation, seen on Mail Online, a UK online media website. The website featured an article about 'We are Fur' campaign promoting international fur trade. The article featured one of the campaign's promotional images depicting four female and one male models wearing fur clothing. The complainant found it shocking to publicise the fur trade. Therefore, the complainant found it against taste and decency principles. As the advertiser was based in the UK, the French SRO, ARPP, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. After investigation, ASA decided that the complaint related to editorial material and therefore fell outside ASA remit, under clause II(q) of the CAP Code. **Complaint out of remit, case closed.**

2932-2933 ADOPTE UN MEC, SARL

Complaint from a Spanish consumer to the Spanish SRO, AUTOCONTROL, regarding an online video for Adopte un Mec, SARL, a French company managing a dating website AdoptaUnTio.es. The advertisement for the website targeted a female audience and allowed them to choose their dates. The complainant objected to the fact that the advertisement presented men as products, thus was demeaning to men. Therefore, the complainant found the advertisement to be against taste and decency principles. As the advertiser was based in France, the Spanish SRO, AUTOCONTROL, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. Having analysed the complaint, the Secretary of the Jury decided that it was compliant with ARPP's Portrayal of Human Being Code. The advertisement should be seen as humorous, where the image of man was not denigrated. The man was presented as attractive and good looking, whereas his appearance was described in a witty way. Moreover, a French TV version of the same advertisement in French had been cleared by ARPP and broadcast in France. **Complaint not pursued, case closed.**

How the Cross-Border Complaints (CBC) System Works

EASA's Cross-Border Complaints System:

EASA's Cross-Border Complaints (CBC) system has been in operation since 1992. With the increase of media travelling across borders, the CBC system was established to provide people who wished to make complaints against advertising featured in media or by advertisers originating from outside their home territory with the same redress available to consumers within the country of origin of the media or advertiser. Since 1992, EASA has coordinated 2.785 cross-border complaints.

The Basic Principles of the Cross-Border Complaints System:

The first principle is the 'country of origin', a concept enshrined in EU law to facilitate the growth of the Single Market. With regards to the Cross-Border Complaints system, an advertisement must abide by the rules of the country where the media is based that features the advertisement. In the case of direct marketing or online advertising, however, the advertisement will generally be expected to follow the rules of the country where the advertiser is based. The second principle is 'mutual recognition'. By this principle, EASA members agree to accept advertisements which comply with the self-regulatory rules in the country of origin of the media or advertiser, even if those rules are not identical to their own.

The Competent Body:

Once the advertisement's 'country of origin' has been established, the complaint will be assigned to the local self-regulatory organisation (SRO). It is not possible to assign a complaint to more than one SRO.

Dealing with a Cross-Border Complaint:

The complainant may not initially realise that his or her complaint lies outside the competence of his or her national SRO. Hence, the complainant's first point of contact may be the local SRO. Once the SRO ascertains that a complaint is in fact a cross-border issue, it will first inform the complainant of the Cross-Border Complaints system and the measures that will be taken to handle the complaint. The complaint, along with any other relevant details, is then passed on to the relevant self-regulatory organisation (SRO) present in the country of origin of the media or the advertiser under investigation. The EASA Secretariat is included in all correspondence related to the case and will closely monitor its progress. Further, EASA may become involved in the process by, for instance, recommending the SRO to take certain actions, involving industry bodies where appropriate, and reporting on the outcome of cases once they have been closed.

Ad-Alerts:

If an ad shows evidence of deliberate unethical, dishonest or criminal activity, the SRO will transfer the complaint to the relevant government authorities. In these circumstances, the EASA Secretariat may, after discussion with members involved, decide to issue an Ad-Alert, which notifies concerned parties of the advertisers' activities. Ad-Alerts are published on the EASA website: www.easa-alliance.org.

Publications:

Closed cross-border complaints are reported quarterly and annually in CBC Reports, published on the EASA website: www.easa-alliance.org.

Outcomes of Cross-Border Complaints:

Upheld

Complaints that are investigated by the SRO and adjudicated by the SRO jury are upheld if the jury decides that the marketing communication does breach the advertising codes. Subsequently the advertiser is asked to withdraw or change the advertisement to ensure it complies with the rules.

Not upheld

Complaints that are investigated by the SRO and adjudicated by the SRO jury are not upheld if the jury decides that the marketing communication does not breach the advertising codes. No further action is taken.

Not pursued/not investigated

A complaint is not pursued if the SRO considers that there is no basis for investigation (e.g. the concern of the complainant would not be shared by most people) and subsequently dismisses the complaint; or where not enough information was provided by the complainant or the requirements of complaint submission were not met.

Resolved informally

When a minor or clear-cut breach of the self-regulatory codes has been made, the SRO may decide to resolve the complaint informally, i.e. the marketer agrees to change or withdraw its marketing communication straight away.

Transferred to the appropriate authority

For example, complaints that have been transferred to the appropriate legal backstop.

Out of remit

A complaint falls out of remit if either the complaint or the marketing communication falls outside the scope of the self-regulatory code (e.g. the complaint is about the product advertised and not the advertisement as such). However, the SRO might decide to forward the complaint to another complaint handling body for action.

Notes



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