

EASA Cross Border Complaints

Quarterly Report N° 64
April - June 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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April - June 2014

This report contains the details of 49 cross-border complaints about 24 advertisements coordinated by EASA's cross-border complaints system, adjudicated by local Self-Regulatory Organisations (SROs) and closed during the period from April to June 2014.

The issues complained about were taste and decency (27 complaints), misleading advertising (17 complaints), social responsibility (four complaints), and privacy and data protection (one complaint).

The media involved were Digital Marketing Communications (21 complaints), Audiovisual Media Services (17 complaints) and Direct Marketing (11 complaints).

The French SRO (ARPP) handled 20 complaints; Irish SRO (ASAI) 18 complaints; the Dutch SRO (SRC) three complaints, the Swedish SRO (Ro.) two complaints, whereas the SROs from Australia, Belgium, Cyprus, Germany, Italy and the UK each handled one complaint¹.

With regards to the different sectors complained about, the financial services sector received the most cross-border complaints (16 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 April - June 2014

Issue	Advertiser complained about	Complaint N°	Page
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Misleading advertising

2705-2706 AER LINGUS

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for Aer Lingus, an Irish airline company. The email included the claim 'free fare - just taxes and charges'. However, the complainant was unable to find availability for those fares. 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 contacted the advertiser, ASAI was provided with details of percentage of total seats available for the offer travel period. This number was in excess of 10% of seats which meant that the advertiser met the criteria set by a previous adjudication made by the ASAI Complaints Committee on a similar matter. Therefore, ASAI did not consider that there was a case for further investigation. **Complaint not pursued, case closed.**

2707 AER LINGUS

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for Aer Lingus, an Irish airline company. The email included the claim 'free fare - just taxes and charges'. However, the charges appeared to increase dramatically during the process of booking. 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. Therefore, the complainant found the advertisement to be misleading. Having contacted the advertiser, ASAI was provided with details of percentage of total seats available for the offer travel period. This number was in excess of 10% of seats which meant that the advertiser met the criteria set by a previous adjudication made by the ASAI Complaints Committee on a similar matter. Therefore, ASAI did not consider that there was a case for further investigation. **Complaint not pursued, case closed.**

2711 AER LINGUS

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for Aer Lingus, an Irish airline company. The email promoted fares for a certain amount of money, however, all flights that the complainant could find were more expensive than the sum advertised. 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. The ASAI Complaints Committee considered that consumers would expect an 'each way' fare to be available on the outward and inward leg of a journey. As it was not possible to purchase a £55.99 fare from London to Cork, the Committee considered that the advertisement was misleading and in breach of Section 2.24 of the Code. According to the adjudication, the advertisement must not be used in the same format again. **Complaint upheld, case closed.**

2760 THE SIMBIN GROUP

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by The SimBin Group, a Swedish video game developer and publisher. The advertisement on the SimBin website claimed: 'DTM Experience assures by its high degree of realism and skillful arrangement of challenges that the authentic driving experience reaches all players. The difficulty levels 'Novice' and 'Amateur' offer intelligent support for the driving dynamics of the cars allowing for a good balance between easy handling and a challenge to master. The 'Get Real' driving model lets the player experience DTM like a real race driver. At this level, all technical settings correspond with that of their real life counterparts. Transmission ratio, differential, aerodynamics and many more parameters can be changed to simulate the powerful mechanisms behind a real DTM car'. The complainant found the advertisement to

be misleading because of several claims. Firstly, the complainant found the claim 'all technical settings correspond with that of their real life counterparts' to be misleading, because players in-game were unable to adjust Tyre pressures, which they considered to be a vital part of car setup. They were also unable to select a tyre to use, or change tyres during the race. Secondly, the complainant found the claims of 'realism' and 'authentic' to be misleading too, because there were no Pit stops within the game, which was a 'Compulsory' aspect in a real DTM race where both types of tyre must be used during a race. As the advertiser was based in Sweden, the UK SRO, ASA, transferred the complaint to the Swedish SRO, Ro., under the cross-border procedure. Having received the complaint, Ro. contacted the complainant in order to obtain his consent to reveal his identity to the advertiser which was mandatory if the investigation was to be continued. However, the complainant did not reply to Ro. and therefore Ro. could not pursue the investigation. **Complaint not pursued, case closed.**

2761 ITR e.V.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by ITR e.V., a German promoter of the German Touring Car Series, DTM. The advertisement on the dtm.com website claimed: 'DTM Experience is crafted with a 100 per cent focus on authenticity'. However, the game did not have Pit stops or Tyre choices, which are a crucial part of DTM races. It also did not have weather simulation, which meant it could not be considered a simulation or authentic. 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. After investigation, WBZ decided that the claims were legitimate and asked the advertiser to sign a cease-and-desist declaration, however, they refused to do so. Under the circumstance, the Board of Conciliation of the Frankfurt/Main Chamber of Commerce was convened. At the hearing the advertiser signed a cease-and-desist-declaration with penalty clause. The advertiser agreed not to use the claim 'DTM Experience is crafted with 100 per cent focus on authenticity' or any other claim which would be identical in content towards English-speaking consumers/the claim 'um eine möglichst 100-prozentige Authentizität zu erreichen' or any other claim which is identical in content towards German-speaking consumers in order to advertise a PC game if and when the PC game lacks characteristic and crucial features of DTM like Pit stops or Tyre choices or Option-Tyre or dynamic weather. In case of non-compliance, the advertiser would be obliged to pay the contractual penalty. **Complaint upheld, case closed.**

2764 BOOKING.COM BV

Complaint from a UK consumer to the UK SRO, ASA, regarding an e-mail advertisement for Booking.com BV, a Dutch website for hotel reservations. The advertisement claimed to offer 'FREE cancellation'. The information that a customer was required to cancel up to two days before the stay in order for the cancellation to be free was only displayed when hovering the mouse over the 'i' icon. The complainant found it insufficient, and 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. After investigation, the Dutch Advertising Code Committee judged the claim not to be misleading. The Committee considered it clear to an average consumer that it is required to cancel the reservation up to two day before the stay in order to have the cancellation for free. Moreover, directly next to the claim 'FREE cancellation' there was a well-known information symbol to draw visitor's attention to the meaning of the claim. The cancellation details and costs were also displayed at the later stages of the reservation process, as well as included in confirmation of the reservation and during the cancellation process itself. **Complaint not upheld, case closed.**

2788 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement of Paddy Power, an Irish online betting platform. The advertisement stated 'We've given you a free bet! That's right, a no-strings attached £10 free bet. It's in your account ready to use and will appear on the dropdown box on your betslip'. However, when the complainant signed in, the free bet was only for £2 and the advertiser informed him that this was a marketing error. 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 stated that the offer in question was a personalised offer specific to the complainant and that emails of this nature were sent through an automated system. Customer contact details, together with the corresponding offer amounts, were uploaded onto a system which then prepopulated an email with the relevant details. In the case of the email received by the complainant, an error occurred in the system whereby the amount field for some of their customers was left blank. The advertiser stated that if their system read a blank field then it displayed the last amount that the customer had on their account. They stated that a small percentage of their customers would have received a similar error and in these circumstances they usually authorise Customer Services to credit the difference once the customer has notified them of the error. The advertiser's marketing team identified the issue and they expected it to be resolved as they were moving to a new system and did not expect such an error to reoccur. Further to the explanation provided, the advertiser offered to credit the difference to the complainant's account provided that the complainant agreed to disclose their identity. **Complaint resolved informally, case closed.**

2789 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement of Paddy Power, an Irish online betting platform. The advertisement stated 'All you have to do is place 5 bets of a fiver or more on racing today and get a free bet, matching your average stake, to use on tomorrow's racing'. The complainant expected to receive £22, as this was his average stake for the day, however, the email also included information that the maximum free bet is £5. 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 stated that both sections of the email should have detailed that the offer was for a €/\$5 free bet only as this was the correct offer. They stated that there had been no intention to mislead customers and the statement offering a free bet of the customer's average stake was as a result of human error. The ASAI Complaints Committee noted that the headline offer 'Free Bet' and the reference to the free bet 'matching your average stake' in the body copy of the email had included a 'Bet Now' link to the advertiser's website. While reference had been made to terms and conditions in the email, the Committee considered that the headline offer had been contradicted by the terms and conditions at the bottom of the email. The ASAI Complaints Committee therefore considered that the advertising was in breach of Section 2.24 of the ASAI Code. The advertiser was asked to ensure that the advertisement does not reappear in this form. **Complaint upheld, case closed.**

2795 OHIM - COMMUNITY TRADEMARKS AND DESIGNS LIMITED

Complaint from an Italian consumer to the Italian SRO, IAP, regarding a direct mail from OHIM - Community Trademarks and Designs Limited. The advertisement appeared to be an invoice, whereas in fact it was an offer to be listed in the advertiser's directory. The advertiser used the name of OMIH which is similar to the official European Union agency responsible for registering trademarks and designs, i.e. Office for Harmonization in the Internal Market, and tailored its logo to resemble the EU agency's one. Therefore, the

complainant found the advertisement to be misleading. Since it appeared that the advertiser was based in the UK, the Italian SRO, IAP, transferred the complaint to the UK SRO, ASA. ASA, however, notified IAP that the company is not registered in the UK and in the past ASA dealt with this advertiser as an entity registered in Sweden. Therefore, the Italian SRO, IAP, transferred the complaint to the Swedish SRO, Ro., under the cross-border procedure. After investigation, Ro. classified the advertisement as a false invoice. Such cases are not dealt with by Ro. The complainant was advised that they could report the case to the police and send a copy of the statement to the Swedish Trade Federation's warning registry of rogue traders. (Svensk Handel Varningslistan). **Complaint not pursued, case closed.**

2797 ACCOR SA

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement by Accor SA, a French hotel booking website. The email was titled 'Enjoy an extended break...all around the world... London.', whereas below it stated '3 nights for the price of 2. Book before 15th April 2014 for stays until 31st May 2014 inclusive'. However, the offer did not apply within the UK during that period. 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. Following contacts with the advertiser, ARPP learnt that the offer applied in a number of IBIS hotels across London, which are part of ACCOR SA. The advertiser provided ARPP with a full list of the IBIS hotels where the offer was applicable. **Complaint not upheld, case closed.**

2798 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 stated that she has won £5,000, which she could accept by returning a registration form. However, the complainant was subsequently told by the advertiser that she had not won. 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 investigation, ARPP noted that the advertisement stated several times 'find out whether you have won' and 'follow the instructions contained within to find out whether you possess the one and only payment order winning £5000'. Therefore, the advertiser sufficiently explained that the recipient had a possibility of win, but it was not certain. Moreover, the recipient must follow the instructions to find out whether they won. **Complaint not upheld, case closed.**

2799 FERRARI SPA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online display advertisement by Ferrari SPA, an Italian car manufacturer. The advertisement claimed 'Ferrari STORE GET 40% OFF YOUR FIRS ORDER'. There was no implication that any terms and conditions apply to the offer, however, the complainant noted that the 40% off was only on selected products. 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. Having been contacted by the IAP's Complaint Committee, the advertiser explained that terms and conditions of the promotion could be found on the landing page. For future promotions, the advertiser pledged to make this clearer and include a note on terms and conditions both on banners as well as on the landing page. **Complaint resolved informally, case closed.**

2804 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 complainant challenged the fact that the room information was misleading, because it did not make clear that the complainant would not be staying in the main hotel, but in an annex two houses away from the main building. Moreover, the complainant stated that the room was originally shown with a crossed-out price of £100, reduced to £54. A photograph of the hotel was also shown on the advertisement. Looking at the condition and location of the accommodation the complainant stayed in, they queried the sale price of £54 reduced from £100 as being used only to convince potential hotel guests of higher standard of the accommodation. Finally, the complainant also noted that the website advertised the Mowbray Court address as 'Penywern Road, Kensington and Chelsea, London', when in fact the hotel website itself showed the address correctly as 'Penywern Road, Earls Court, London'. All things considered, 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. However, the complainant withdrew the complaint since the issues which caused him to lodge a complaint were resolved to his full satisfaction by the advertiser, independently of any investigation pursued by SRC. **Complaint not pursued, case closed.**

2805 VITAL NATURE LTD.

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from Vital Nature Ltd, a French company. The complainant challenged the fact that the advertisement targeted vulnerable people into believing that they would win large sums of money. 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. Following contacts with ARPP, the advertiser explained that on each page of the advertisement there were clear and legible disclaimers which indicated that the prize would be confirmed only if the consumer had the correct grand winning number and returned it on time. ARPP found these precautions sufficient under the French self-regulatory rules. **Complaint not upheld, case closed.**

2809 SUMMER IS CYPRUS

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for a competition 'Summer Is Cyprus' run on Facebook. The complainant challenged whether the competition, was administered fairly, because she believed that the winner (announced on 4 April) was an employee of the Four Seasons Hotel, which ran the competition. When the complainant commented on the Facebook post asking the advertiser if this was true, the comment was deleted. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Cyprus, the UK SRO, ASA, transferred the complaint to the Cypriot SRO, CARO, under the cross-border procedure. CARO started their investigation, however, shortly afterwards the complainant decided to withdraw her complainant. **Complaint not pursued, case closed.**

2811 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 targeted 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. After investigation, ARPP noticed the advertisement stated several times in a legible way phrase 'if you possess

and return the winning number in time'. Therefore, the advertisement clearly instructed consumers that there are some pre-conditions regarding the offer and the win was not implied. **Complaint not upheld, case closed.**

Social responsibility

2767 SONY COMPUTER ENTERTAINMENT

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding a TV advertisement by Sony Computer Entertainment, an Irish video game company. The advertisement of PS3/Sony Playstation was broadcast on the channel 'Comedy Central'. The advertisement featured two men sitting in forklift trucks lined up to race each other. The complainant found the advertising to be socially irresponsible as the advertiser displayed the unsafe and irresponsible operation of forklift trucks which could cause injuries and fatalities. As the media's country of origin was in the UK, the Irish SRO, ASAI, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. After investigation, ASA acknowledged the circumstances and the way in which the forklift operators were presented. However, ASA came to the conclusion that the situations in the advertisements were presented as being light-hearted scenarios, and regarded as such by viewers. Finally, ASA considered that those with access to forklift trucks were likely to be aware of the necessity for safety measures and that viewing the advertisement would not encourage them to act in a way that conflicted with their existing knowledge about how to use the trucks safely. Since the advertisement did not depict the forklift trucks being used to race and because ASA did not consider that operators would be unduly influenced by the advertisement, ASA adjudicated that that the advertisement was not irresponsible and did not condone or encourage behaviour prejudicial to health and safety. **Complaint not upheld, case closed.**

2796 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding a Twitter post of Paddy Power, an Irish online betting platform. The tweet stated 'He still won't be as sh*t as Moyes'. The complainant found the advertisement offensive due to the language used. 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 investigation, ASAI found out that it was not possible to retrieve the tweet in question. In the situation when the complainant had not provided the tweet themselves, ASAI did not consider that there was a case for investigation under the Irish Code. **Complaint not pursued, case closed.**

2800 ELITE SINGLES

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding an online display advertisement by Elite Dating, a UK online dating website. The complainant's ten-year-old daughter created a Yahoo.com email account. The complainant noted that advertisement appeared on her daughter's signed-in Yahoo.com email page. As her daughter had to provide her date of birth to create the email account, she considered that the advertising should be age appropriate. Therefore, the complainant found the advertisement to be offensive. 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. After investigation, ASA noted that the advertiser was a legitimate online dating website, containing no nudity or explicit language and making no reference to sex. While the complainant was irritated by the appearance of the advertisement, ASA did not find any problems with the actual content of the advertisement itself. Therefore, the advertisement was not considered to be harmful or irresponsible. **Complaint not upheld, case closed.**

2803 BOOM VIDEO

Complaint from a UK consumer to the UK SRO, ASA regarding a YouTube pre-roll advertisement of a vlogger who was a client of Boom Video, an Australian video and social media agency and YouTube's Australian partner network. The complainant saw the advertisement prior to a video about fishing that he was watching with his nine-year-old son.

The video contained a number of swear words. Therefore, the complainant found the advertisement to be offensive. As the advertiser was based in Australia, the UK SRO, ASA, transferred the complaint to the Australian SRO, ASB, under the cross-border procedure. Independently, ASA brought this matter to Google UK Ltd's attention which forwarded the complaint to YouTube LLC. YouTube LLC confirmed that the advertisement was in violation of YouTube LLC's advertising policy. Users are responsible for their video adverts and are required to comply with YouTube's applicable advertising policies. Therefore, the advertisement was removed by YouTube LLC. ASB contacted Boom Video and communicated the matter and outcome to them. Moreover, ASB instructed Boom Video regarding their future placement of content. **Complaint resolved informally, case closed.**

Taste and decency

2772 SUITSUPPLY

Complaint from a Belgian consumer to the Belgian SRO, JEP, regarding online advertisements on the website of Suitsupply, a Dutch counterpart of a men's fashion brand. The advertisements which appeared on the landing page of the website pictured men in suits surrounded by several women in their bikinis at the beach. Moreover, once a user clicked on 'Show uncensored', similar photographs appeared on the screen but with women who did not wear bras. The complainant argued that the implicit message of the advertisement was that anyone who bought clothing items of the advertiser would be immediately praised by women. The complainant found that it objectified women. As the advertiser was based in the Netherlands, the Belgian SRO, JEP, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After investigation, the Chairman of the Advertising Code Committee did not uphold the complaint. However, the complainant objected to this decision and lodged an appeal. The appeal was then considered by the plenary Advertising Code Committee. The Committee acknowledged the fact that the expressions used in the advertisement would not be appreciated by all members of the public. However, according to the Committee the limit of what should be considered permissible in terms of taste and decency was not exceeded. The fact that the man wearing a suit was surrounded by women in bikinis did not violate the taste and decency rules. The Committee also assessed that the image that appeared once users clicked on 'Show uncensored' did not breach taste and decency rules. Moreover, the Committee noted that the image was made deliberately not instantly accessible. **Complaint not upheld, case closed.**

2776-2785 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement of Paddy Power, an Irish online betting platform. The advertisement featured a picture of Oscar Pistorius' head superimposed on an Oscar statue with the following words: 'It's Oscar time. Money back if he walks'. Moreover, news section on the Paddy Power website featured a short article entitled 'Oscar Pistorius Murder trial: Money back if he walks'. The complainant felt it was insensitive to trivialise the gravity of the murder trial and disability. Therefore, the complainant found the advertisement to be distasteful and offensive. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. The ASAI Complaints Committee considered the detail of the complaints and the substantial response from the advertiser in response to the complaint. The Committee also noted the background information on the advertisers' company and their approach to advertising. The Committee did not comment on the entitlement to offer a market based on the outcome of a trial, but noted that the advertiser had obtained legal advice on the matter in the UK and South Africa. The Committee noted the advertisers' comments in relation to the publicity generated by others in relation to the campaign, but noted that many of the complaints received predated much of the publicity referred to. The Committee then accepted that there was no direct reference to the victim of the murder that is the subject of the trial. It was considered, however, that by implication the outcome of the wagers involved were clearly related to the subject matter of the trial and the evidence being present there. The Committee considered that it had been found to be offensive as it appeared to make light of murder and domestic violence. The Committee also accepted that the reference to 'It's Oscar Time', 'Money back if he walks' could be seen to trivialise the difficulties associated with disability including amputees or those with other mobility problems. Therefore, the advertisement was considered to be in breach of the provisions of sections 2.15, 2.16 and 2.19 of the Code. It was adjudicated that the advertisement should not be used again in any media. The advertiser was reminded that, depending on the media selected, advertising can be seen by large sections of the population including many who do not appreciate or accept the approach that the advertiser has to marketing. **Complaint upheld, case closed.**

2821-2836 PLUS500UK LTD.

Complaint from a UK consumer to the UK SRO, ASA, regarding TV advertisement of Plus500UK Ltd., a UK Contract for Difference (CFD) provider, broadcast on Eurosport, a TV channel which is licensed in France. The advertisement depicted a woman surrounded by paparazzi taking photographs of her as the wind blows her dress up exposing her underwear with a name of company called Too Chic. Attracted by the view a man observing the scene decided to use the advertiser's services to buy shares of the underwear company. Therefore, the complainant found the advertisement to be offensive and demeaning to women as well as inappropriate to be shown during the day, at times when young children may be watching. As the medium was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. After investigation, ARPP decided that the advertisement was compliant with the rules. ARPP pointed out that the advertisement had already been pre-cleared before broadcast under the French rules. The woman featured in the advertisement was flattered by the attention and she played along posing in front of paparazzi present. Moreover, the advertisement alluded to the famous Marilyn Monroe's photo. Therefore, the woman could not be seen as a victim, whereas the advertisement could be understood as being neither sexist nor demeaning to women. **Complaint not upheld, case closed.**

Privacy and data protection

2810 BRIDGESTONE EUROPE NV

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on the website of Bridgestone Europe NV, a European subsidiary of Bridgestone Corporation manufacturing of tyres and rubber products, registered in Belgium. The complainant objected that the sales promotion attached to the purchase of Bridgestone tyres was irresponsible and violating his privacy, because an ID or passport number was required to enter the promotion. Therefore, the complainant found the advertisement to contravene privacy and data protection rules. As the advertiser was based in Belgium, the UK SRO, ASA, transferred the complaint to the Belgian SRO, JEP, under the cross-border procedure. After reviewing the available information, JEP assessed that the complaint related primarily to point-of-sale material regarding a sales promotion, which is not within JEP's remit. Given the nature of the issue involved, JEP advised the complainant to redirect the complaint to the Commission for the Protection of Privacy (Commission de la protection de la vie privée - CPVP). **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.

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.

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.



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