

EASA Cross Border Complaints

Quarterly Report N° 65
July - September 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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July - September 2014

This report contains the details of 30 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 July to September 2014.

The issues complained about were misleading advertising (20 complaints) and taste and decency (10 complaints).

The media involved were Digital Marketing Communications (25 complaints), Direct Marketing (four complaints) and Press/Magazines (one complaint).

The Irish SRO (ASAI) handled 13 complaint; French SRO (ARPP) seven complaints; Dutch SRO (SRC) four complaints; Spanish SRO (AUTOCONTROL) two complaints; whereas the SROs from Belgium, Lithuania, Luxembourg and the UK each handled one complaint¹.

With regards to the different sectors complained about, gambling and lotteries sector received the most cross-border complaints (ten 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 July - August 2014

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Misleading advertising

2771 PADDY POWER

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement of an online Irish betting platform, Paddy Power. The advertisement stated “PLACE 3 BETS ON MEYDAN TODAY AND GET A FREE BET” and listed the Terms and Conditions of the offer below. Having fulfilled these conditions, the complainant was surprised to find that no free bet was honoured, because the advertiser stated that there was a minimum bet of £5. The complainant found the advertisement to be misleading, since the condition of a minimum bet of £5 was not made clear. 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 that the matter was investigated internally which included examination of the email and the terms and conditions. It became apparent that the advertiser omitted to refer to the minimum stake requirement. The omission was due to human error at the drafting stage which resulted in the omission of the reference to the minimum stake requirements in the terms and conditions. The advertiser also stated that the email was sent to existing customers only and that the correct version of the terms and conditions had appeared on the website. Following the complaint, the advertiser re-issued the guidance regarding obligations under advertising regulations to the relevant team members. The advertiser also offered to compensate the complainant for the inconvenience. Having considered the advertiser’s response and the complaint itself, ASA noted that while the reference to the minimum stake was omitted from the advertisement, it was a genuine human error and was not intentional. ASAI also noted the steps taken by the advertiser to prevent future similar errors from occurring. In the light of the action taken by the advertiser and considering that the advertiser only received two complaints in the matter, ASAI did not consider that there was a case for further action. **Complaint not pursued, case closed.**

2774 BOOKING.COM

Complaint from a British consumer to the British SRO, ASA, regarding an online advertisement on Booking.com BV, a Dutch website for hotel reservations. The complainant challenged an online advertisement for his own hotel, the Trimstone Manor Country House Hotel, which was shown on Booking.com until February 2014. The website misleadingly implied that the hotel could be booked, but upon attempting to book it, ‘sold out’ message would appear. Moreover, the complainant challenged the reference to ‘save money’ and ‘best price’ since according to him all hotels must price at a standard tariff. The complainant also challenged the claim ‘Last chance! We have 1 room left’ due to the fact that it only meant that there was one room available through Booking.com, and not as far as all rooms in his hotel were concerned. Finally, the complainant objected to a number of other elements relating to his original contract with Booking.com. All things considered, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the British SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After investigation, the Advertising Code Committee decided to uphold the complaint as far as the claims ‘sold out’ and ‘We have 1 room left’ were concerned. In regard to the rest of the claims, the complaint was dismissed. In regard to the claim ‘sold out’, the advertiser argued that the reference to the Trimstone Manor Country House Hotel stated ‘Sold Out: Sat Mar 8 to Fri Mar 14’. However, the Committee decided that since an average consumer would be enticed by such a claim to make a booking which he would have not taken otherwise, the claim was misleading and unfair and in breach of Article 7 of the Dutch Advertising Code. In regard to the claim ‘Last chance! We have 1 room left’, the Committee considered it insufficiently clear for an average consumer since the claim referred specifically to the rooms available on Booking.com, whereas ‘we’ did not refer to the hotel in question. Therefore, the Committee considered the claim to be misleading and unfair and in breach of Article 7 of the Dutch Advertising Code. **Complaint upheld, case closed.**

2791 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 email stated 'Claim up to £20 in free bets'. Whilst the advertisement mentioned 'the offer will expire soon', it did not state when the offer expired. For this reason the complainant did not qualify for the offer. 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 contacts with ASAI, the advertiser explained while the complainant had one account open for some time with his email address attached to it, in January 2014, the complainant opened a second account with the same e-mail address. When the complainant opened his second account he was given a 'Bet £10, Get £20 free bet' sign up offer. The advertiser further reminded that under the terms and conditions, customers are prohibited from opening more than one account with them. The advertiser runs systematic checks to find duplicate accounts on the system and on the 12 March 2014, the complainant's second account was closed when the system found the connection between his first and second account. When the complainant then tried to reclaim the offer, it did not show on the advertisers' system as it was not linked to the complainant's remaining open account. As a gesture of goodwill, the advertiser said that they would honour the offer which the complainant made through his second account, while at the same time reminding the complainant that he may only have one account open with them as per the terms and conditions. **Complaint resolved informally, case closed.**

2794 MCDOE & JONES

Complaint from a French consumer to the UK SRO, ASA, regarding an email advertisement from McDoe & Jones, a Spanish law practice. The advertisement offered clean driving and residence permits to nationals of other European Union countries to circumvent the retraction of driving permits due to driving offenses. Therefore, the complainant found the advertisement to be irresponsible and illegal. 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 made several attempt, but was unable to contact the advertiser. Under the self-regulatory in Spain, it is not possible for complaints to be processed if the advertisers have not been notified of these complaints. Therefore, the complaint was not pursued. However, AUTOCONTROL notified the complainant that he could request a non-binding ruling on the advertiser. The complainant did not decide to request such a ruling. **Complaint not pursued, case closed.**

2802 PEABODY ENERGY

Complaint from a Belgian organisation to the Belgian SRO, JEP, regarding a press advertisement by Peabody Energy, a British coal company. The advertisement, which appeared in the Financial Times on 27 February 2014, promoted the advertiser's media campaign attempting to convince public about their efforts to end the global energy poverty. Firstly, the complainant objected to the claim 'Energy poverty it's the world's number one human and environmental crisis' due to the fact that it was misleading and not substantiated. Secondly, the complainant challenged the fact that the advertisement implied that the advertiser was working to solve energy poverty and that this was misleading because it did not make clear the extent of the effects on the environment of the advertiser's own coal-related activities and because the complainant understood that it was generally accepted that the solution to energy poverty depended on renewable energy sources rather than fossil fuels. Thirdly, the complainant objected to the use of the term 'clean coal' as it was misleading and implied that the advertiser's impact on the environment was less damaging than was actually the case. As the media's advertiser was based in the UK, the Belgian SRO, JEP, transferred the complaint to the British SRO, ASA, under the cross-border procedure. After investigation, ASA Council found that the use of the term 'clean coal' to be

in breach of the following rules of CAP Code: 3.1 and 3.3 on misleading advertising and 11.2 and 11.3 on environmental claims. Notwithstanding the fact that 'clean coal' had a meaning within the energy sector, ASA considered that without further information, and particularly when followed by another reference to 'clean, modern energy', consumers were likely to interpret the word 'clean' as an absolute claim meaning that 'clean coal' processes did not produce CO₂ or other emissions. Therefore, ASA found the advertisement to be misleading. In regard to the claim 'Energy poverty it's the world's number one human and environmental crisis' as well as the advertiser's claim on work to solve energy poverty, ASA did not find the advertisement to be in breach of CAP Code. **Complaint upheld, case closed.**

2808 NARCISO CUARTERO MOYA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on Bigmommathang.com, a website of a Spanish company, Narciso Cuartero Moya. The website included an image of a garment 'MURDER SCENE JUMPSUIT' available in an online shop. Having purchased the item, the complainant realised that there were differences compared to the item advertised on the website. The complainant requested a refund, however, she was refused to be given one. 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 made several attempt, but was unable to contact the advertiser. Under the self-regulatory in Spain, it is not possible for complaints to be processed if the advertisers have not been notified of these complaints. Therefore, the complaint was not pursued. However, AUTOCONTROL notified the complainant that he could request a non-binding ruling on the advertiser. The complainant did not decide to request such a ruling. **Complaint not pursued, case closed.**

2812 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 stated 'Money-Back Special - Money back if an Italian cyclist wins the stage Conditions'. The complainant saw the advertisement during stage 14 of the Giro D'Italia 2014 and therefore placed two bets assuming he would receive money back if an Italian rider won. However, the terms and conditions stated that the offer would not be honoured on bets placed during the stage. Regardless of the fact that the Italian rider won, the complainant had not been refunded. In reality the advertisement was displayed as an available offer when it could no longer be honoured. 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 contacts with ASAI, the advertiser explained that 'money back' special offers relating to cycling are very common but that they only work when available pre-race, otherwise it would be possible for customers to view the likely winner and place their bet during the race which would result in a win-win situation for them. However, the advertiser agreed that more clarity should be provided to customers by referencing the pre-race requirement within the advertising itself. Once a marketing communication is closed it will be made clear to customers that it is no longer possible to participate in the offer. The advertiser further amended the website under the 'Bet Now' option. Once a customer clicks on this option or anywhere on the banner advertising, the terms and conditions will pop up and it will be brought to their attention that it is no longer possible to place a bet on the event in question. The advertiser offered the complainant a full refund of the amounts staked which the complainant should have been refunded under the promotion. **Complaint resolved informally, case closed.**

2813 ETRAWLER

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for ArgusCarHire.com, a website of an online Irish car hire company, Etrawler. The advertisement on the website claimed 'Argus Rentals offers low cost car hire in London Palmers Green'. However, the actual rental location was approximately 40 minutes away. 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 contacts with ASAI, the advertiser explained that when a search was done for Palmers Green on ArgusCarHire.com a map showed the locations of the car rental offices in relation to Palmers Green. This did not state that there are any offices in Palmers Green but showed on the map where the nearest rental office was. Car rentals around Palmers Green were possible, but not in Palmers Green directly. The advertiser also stated that the website as it appeared for the complainant no longer existed. It was deactivated on 5 June 2014. The advertiser explained that Argus Rentals links to ArgusCarHire.com and was no longer a standalone website. Having reviewed the advertiser's response and the complaint itself, ASAI did not consider that there was an issue with how the information was displayed. As Argus Rentals website was no longer active, ASAI did not consider that there was a basis for further investigation. **Complaint not pursued, case closed.**

2814 BLUE & SONS SA

Complaint from a French consumer to the French SRO, ARPP, regarding an online advertisement for Tilt.fr, an online dating site operated by a Luxembourgish company Blue & Sons SA. The advertisement stated that it enables '100% free encounters' when in fact only the registration was free, whereas the service as such was paid. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Luxembourg, the French SRO, ARPP, transferred the complaint to the Luxembourgish SRO, CLEP, under the cross-border procedure. After investigation, CLEP stated that the advertiser further specified that costs do not apply only to registration. Therefore, the advertisement was not found to be misleading. **Complaint not upheld, case closed.**

2838 GLOBAL MAGAZINES B.V.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Global Magazines, a Dutch company selling magazines and magazines subscriptions. The website advertised a journal which had been out of stock. Despite inability to provide the journal, the website accepted the complainant's order. 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. Following contacts with SRC, the advertiser contacted the complainant. The advertiser explained the situation and offered the complainant compensation. The complainant accepted the compensation. **Complaint resolved informally, case closed.**

2839 EUROPEAN COMPANY NETWORK

Complaint from a Belgian consumer to the Belgian SRO, JEP, regarding a direct mail for European Company Network, a Dutch company. The advertisement offered a sign up to a register of organisations. Having filled in the application form and sent it back, the complainant committed his organisation to pay 995 € per year for the period of three years which he realised after receiving the invoice. The complainant attempted to cancel the registration within seven days from the receipt of the invoice, but the advertiser refused to do so. 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 review, SRC concluded that the complaint concerned advertising fraud. Therefore, the complaint was

transferred to the Dutch Fraud Help Desk (De Fraudehelpdesk). **Complaint transferred to the appropriate authority, case closed.**

2846 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 featured a claim: 'Parcel awaiting dispatch. An LCD Screen Appliance. Unit Price FREE. Total FREE.' The following advertisement stated 'Cheque for £1,000' on the envelope, whereas inside text read: 'Dear Gerald, Thank you for your message informing me that one of our lucky customers will be receiving a cheque for £1,000.00 in addition to her Appliance, in accordance with the terms and conditions of our 'Super Bonus £1,000.00' operations.' The complainant found the advertisement to be misleading, because neither the appliance nor the money are awarded. 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 contacted the advertiser, ARPP established that the advertiser had sent the prize to the consumer. Moreover, the advertiser explained that the terms and conditions of the draw were clearly indicated. **Complaint not upheld, case closed.**

2848 RYANAIR

Complaint from a Greek consumer to the Greek SRO, SEE, regarding an online advertisement by Ryanair, an Irish airline company. The website featured a claim '50% discount off checked baggage for children'. The complainant booked returned flights from Thessaloniki to Athens for his himself, wife and a child, and was charged more than expected. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the Greek SRO, SEE, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Having examined the complaint, ASAI found terms and conditions of the promotion to be clear. ASAI noted, however, that there seemed to be a secondary issue with the booking process which was not a matter related to advertising. While the investigation was not pursued, ASAI decided to share the complainant's concerns with the advertiser. **Complaint not pursued, case closed.**

2850 ACCOR SA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Accor SA, a French hotel booking website. The website for the Mercure Milton Keynes Abbey Hill Hotel featured a claim: 'Best rate: £46.50*'. When the complainant called the advertiser asking about the rate, she was informed that the offer was no longer valid. 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. Having made contacts with the advertiser, ARPP was informed that the claim 'Best rate: £46.50' featured a clearly visible asterisk. The note at the bottom of the page explained in a clear way terms and conditions of the offer and the fact that it was valid over a period of only seven days. **Complaint not upheld, case closed.**

2851 PAERE DANSK UK

Complaint from a Danish company to the UK SRO, ASA, regarding an online advertisement by ArchiExpo, a French company hosting The Online Architecture and Design Exhibition. The brochure available on the website featured references to a Carl Hansen product, the Wishbone Chair also known as the Y-Chair. Firstly, the brochure indicated that steam bending does 'break the structural integrity of the wood', and Carl Hansen's chairs 'suffer [from] structural fatigue' or lose 'tensile strength and [become] a bit like a raggedy doll'. Secondly, the brochure featured a claim that a chair carved out of a single piece of wood would not suffer such structural fatigue. Thirdly, it was implied that the Wishbone Chair was

being copied because of ease of production. The complainant found the claims to be false referring, amongst others, to safety tests carried out by the Danish Technological Institute. 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. Having examined the complaint, ARPP noted that the complaint was a matter of comparative advertising and unfair competition which is outside the ARPP's remit. **Complaint out of remit, case closed.**

2855 MEGA BALTIC JSC

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Mega Baltic JSC, a Lithuanian company specialising in consumer goods production, sales, distribution and marketing. The website Aleodrinks.eu featured an advertisement with some health and nutrition claims regarding Aloe Vera Drink with coconut juice. The complainant found the advertisement to be misleading, because of the fact that the claims could not be substantiated. As the advertiser was based in Lithuania, the UK SRO, ASA, transferred the complaint to the Lithuanian SRO, LTB, under the cross-border procedure. Following the investigation, the jury agreed that the claims were misleading. **Complaint upheld, case closed.**

2861 AnxietyAndPanicAttacksRecovery.com

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for AnxietyAndPanicAttacksRecovery.com, which appeared to be a Dutch company developing and delivering products and services for mental health care. The website 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 the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Having carried out initial investigation, SRC established that while the website itself was hosted on a Dutch server, the advertiser was not a Dutch entity. Therefore, SRC was not able to pursue the complaint. **Complaint not pursued, case closed.**

2867 VEMMA EUROPE

Complaint from a US consumer to the UK SRO, ASA, regarding an online advertisement for Venna Europe, an Irish direct selling company in the field of food supplements. The complainant pointed out that the February 2014 decision of the Italian Competition Authority (Autorità Garante della Concorrenza e del Mercato) sanctioned Italian counterpart of the advertiser, Vemma Italia S.r.l., 100,000 € for being a pyramid scheme and prohibited the company from spreading or continuing its unfair business practices in Italy. The complainant found the advertising to be misleading and fraudulent as she suspected that Vemma Europe's activity is of a similar nature to Vemma Italia S.r.l.'s one. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Due to the nature of the complaint, ASAI referred the complaint to the Competition and Consumer Protection Commission for their assessment. **Complaint transferred to the appropriate authority, case closed.**

2870 PROMO DELICES

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mailing for Delices & Gourmandises, a French company specialising in the sale of gourmet products, meals,

confectionary products and chocolates. The advertisement implied that the complainant won a laptop, which was not the case because the draw was yet to take place. 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. Having examined the advertisement, ARPP concluded that it complied with ARPP's Note and Overlays Code since each claim was accompanied by an asterisk and explained in terms and conditions of the draw. The claims were readable in normal reading conditions. **Complaint not pursued, case closed.**

2884 PROMO DELICES

Complaint from a National Trading Standards Scam Team at the East Sussex County Council to the UK SRO, ASA, regarding a direct mailing for Delices & Gourmandises, a French company specialising in the sale of gourmet products, meals, confectionary products and chocolates. The complainant found that such claims imply that the recipient has won a large sum of money, consciously targeting elderly and vulnerable consumers. 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. Having examined the advertisement, ARPP concluded that it complied with ARPP's Note and Overlays Code since each claim was accompanied by a reference note and explained in terms and conditions of the draw. The claims were readable in normal reading conditions. **Complaint not pursued, case closed.**

Taste and decency

2773, 2786-2787 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 email stated 'This is Chelt(f**king)Mental' which the complainant found distasteful, because it used swear words and also the term 'mental'. Therefore, the complainant found the advertisement to be 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. Following contacts with ASAI, the advertiser explained that the advertisement was addressed exclusively to existing customers who had specifically opted in to receiving marketing communications from the advertiser. The advertiser argued that they were not only customers, but also followers of the very peculiar approach towards marketing. Moreover, these fans had also been age-verified and were exclusively 18+. Having reviewed the advertiser's response and the complaint itself, ASAI explained that the ASAI Code requires that an advertisement should contain nothing that is likely to cause grave or widespread offence. The Code also requires that advertisers should not use offensive or provocative copy or images merely to attract attention. Compliance with the Code is judged on the content, the product involved, the media used, the location and context in which the advertisement is placed and the audience addressed. It is not the Authority's intention to act as a censor or as arbiter of public morals. Therefore, ASAI did not consider that there was a basis for further investigation. **Complaint not pursued, case closed.**

2857 RENAULT BELUX

Complaint from a French consumer to the French SRO, ARPP, regarding an online advertisement for Renault Twingo on NewTwingo.be, owned by Renault Benelux, a Belgian company. The advertisement, first accessed via Facebook, featured a young woman parking her car on a roundabout after which she apologised for violating parking rules by writing down her phone number on a pad and leaving it on a windshield. Building on the storyline, along with the purchase of the car the advertiser offered free apology cards. The complainant objected to the advertisement as it was sexist and demeaning to women. Therefore, the complainant found the advertisement to be against taste and decency principles. As the advertiser was based in the Belgium, ARPP transferred the complaint to the Belgian SRO, JEP, under the cross-border procedure. JEP explained that due to several complaints and enquiries filed domestically, the advertiser decided to withdraw the advertisement. Given the fact that the advertisement had already been withdrawn, JEP did not start a formal investigation procedure. **Complaint not pursued, case closed.**

2817-2820 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 on Twitter showed an image of the rainforest having been cut-down to reveal the message 'C'MON ENGLAND PP'. The complainant found the advertisement to be offensive and disrespectful, because it showed destruction of the rainforest, home to endangered animals, with an aim to promote a football tournament. 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 investigated the case, ASAI established that no damage caused to the rainforest by Paddy Power in the making of their advertisement which featured on Twitter and the image used had been photoshopped. **Complaint not pursued, case closed.**

2878-2879 BRAZILIAN BIKINI SHOP SARL

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Brazilian Bikini Shop SARL, a French online clothing store. The website

brazilianbikinishop.com and an advertisement posted on Facebook featured an image of a young girl in a bikini. Moreover, the image was captioned 'Lichia bikini for children resembling the adult model Hippie Chic...'. The complainant felt that this as well as typically female poses sexualized children. Therefore, the complainant found the advertisement to be offensive. 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, the Secretary of the Jury found that the advertising was neither offensive nor inappropriate as its sole aim was to sale the product. The fact that the images pictured young girls was found to be reasonable as products were for children. The advertisement was thus found to be compliant with Article 1 on Dignity and decency of ARPP's Portrayal of Human Being Code as well as ARPP's Advertising to Children Code. **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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