



Case Report

1	Case Reference	21 ASIJ 1
2	Advertiser	Pinnacle International Wholesalers Pty Ltd t/a Pinnacle Packaging
3	Complainant	BioPak Pty Ltd
4	Product	Truly Eco Plastic Free Coffee Cups
5	Type of Advertisement/Media	Website and Downloadable Product Brochure
6	Industry Jury Panel Members	Laura Hartley, Addisons (Chair) Lisa Ritson, Ashurst Christine Ecob, Johnson Winter & Slattery
7	Date of Determination	1 February 2022
8	DETERMINATION	Advertising modified or discontinued Complaints upheld in relation to breaches of sections 1.1, 1.2 and 1.4 of the Code as identified in the Determination below.

1. Introduction

- 1.1 BioPak Pty Ltd (**Complainant**) lodged a complaint on 4 August 2021 (**Complaint**) against Pinnacle International Wholesalers Pty Ltd t/a Pinnacle Packaging (**Advertiser**) regarding the Advertiser's advertising for a range of disposable coffee cup products sold under the Advertiser's "Truly Eco" brand (**Products**) seeking determination of the Complaint by the Ad Standards Industry Jury. A panel of legal practitioners (**Industry Jury**) was convened to consider the complaint in accordance with the Industry Jury's procedural guidelines (**Guidelines**).
- 1.2 The Complainant and the Advertiser were given an opportunity to make submissions in accordance with the Guidelines. These submissions and the Industry Jury's determination are detailed below.

2. Description of advertising or marketing communication

- 2.1 The material that is the subject of the Complaint comprises advertising on the Advertiser's website at www.pinnaclepackaging.com.au (**Website**) and a downloadable brochure also available on that Website (**Brochure**), both of which include various statements about the quality and composition of the Products as well as images of the packaging of the Products. Relevant extracts from the Website and the Brochure are attached as Annexure A (**Advertising Material**).



3. Issues raised by Complainant

3.1 Complaints to the Industry Jury are considered under sections 1.1, 1.2, 1.3 and 1.4 of the Australian Association of National Advertisers Code of Ethics (**Code of Ethics**), which provide:

- 1.1 *Advertising or Marketing Communications shall comply with Commonwealth law and the law of the relevant State or Territory.*
- 1.2 *Advertising or Marketing Communications shall not be misleading or deceptive or be likely to mislead or deceive.*
- 1.3 *Advertising or Marketing Communications shall not contain a misrepresentation, which is likely to cause damage to the business or goodwill of a competitor.*
- 1.4 *Advertising shall not exploit community concerns in relation to protecting the environment by presenting or portraying distinctions in products or services advertised in a misleading way or in a way which implies a benefit to the environment which the product or services do not have.*

3.2 The essence of the Complaint is that the Advertising Material contains representations which the Complainant alleges are misleading or deceptive or likely to mislead or deceive.

3.3 These representations can be categorised as:

- (a) representations that the Products do not contain any plastic (**Plastic-Free Claims**);
- (b) representations that the Products are fully recyclable (**Recyclability Claims**); and
- (c) representations that the Products are compostable (**Compostability Claims**),

(together, **Claims**). The Complainant alleges the Advertiser has no reasonable basis for making the Claims.

4. Advertiser's response

4.1 The Advertiser seeks to reject the Complaint on the basis that:

- (a) the Complaint concerns "labels or packaging for products" and therefore the Claims are not subject to review under the Code of Ethics; and/or
- (b) the Claims are targeted to businesses, the Advertiser being a wholesale supplier, and therefore, the Claims are not subject to review under the Code of Ethics; and/or
- (c) the Claims can in fact be fully supported on the evidence available.



5. DETERMINATION

Preliminary observations

Role and jurisdiction of Industry Jury

- 5.1 The role of the Industry Jury is to provide a complaint resolution service for advertisers and businesses in Australia in relation to complaints between competitors, as a voluntary alternative to litigation.
- 5.2 In determining disputes between competitors, the Industry Jury is required to consider whether the impugned Advertising Material contravenes Section 1 of the Code of Ethics. In particular, the Industry Jury does not have jurisdiction to consider whether advertising has breached the AANA Environmental Claims Code, as complaints against this Code are determined by the Ad Standards Community Panel. Despite this, matters concerning alleged misleading environmental claims can be considered specifically by the Industry Jury under Section 1.4 of the Code of Ethics, as well as more generally under sections 1.1 and 1.2 of the Code of Ethics.
- 5.3 The Code of Ethics applies to a broad range of advertising and marketing including website communications and print materials. As the Advertiser has observed, labels and packaging materials for products are excluded from consideration under the Code of Ethics. In the present case however, the images of the relevant Product packaging appear on the Website and in the Brochure. Therefore, the Industry Jury has jurisdiction to consider the claims made in these images.

Test for misleading and deceptive conduct under the Code of Ethics and standard of proof

- 5.4 In applying Section 1.2 of the Code of Ethics, the Code of Ethics Practice Note of February 2021 provides that the Industry Jury will consider “*whether the information most likely to be taken from the advertisement or marketing communication by an average consumer in the target market would be reasonably regarded as truthful and honest*”. The formulation of the “*average consumer in the target market*” test has been the subject of some discussion by both parties. In particular, the Advertiser has raised the point that, being a wholesaler of the Products, the relevant target market for its Advertising Material is not individuals but rather businesses which sell takeaway coffee. We accept the Advertiser’s submissions on this issue to some degree having regard to the nature of the Products (being disposable coffee cups which are typically not purchased by individuals) and some aspects of the manner in which the Website has been set up, which indicates it is designed to cater to business enquiries rather than make sales to individuals. In particular, we see that there is no option to purchase Products directly through the Website but rather users are required to submit a customer inquiry form which includes specifying the “Type of business” being operated by the customer. However, we also note that the Claims are all premium claims in the sense that an ultimate consumer buying coffee in one of the Products has no way in which to verify the Claims. As a result, they can, and we believe a not insignificant number would, seek to verify the Claims by looking at the Website and the Brochure available on the Website for that verification. The Claims are indirectly targeted to end-consumers of coffee sold in the Truly Eco cups and



directly targeted to businesses, some of which are likely to be small businesses such as coffee shop operators. In our analysis below we have used the term “consumers” to refer to both end-consumers of takeaway coffee, and business operators purchasing takeaway coffee cups.

- 5.5 In any case, whether an advertisement or marketing communication is directed towards an individual or a business entity, the main question to consider will be whether the information conveyed would be reasonably regarded as truthful and unlikely to mislead or deceive recipients. As discussed in earlier decisions of the Industry Jury (see the matter of *Jalna Dairy Foods Pty Ltd v Pauls Ltd JAL/PAU/99* (22 September 1999) and *Calinnova Ltd t/as EquiFeast v Sandem Pty Ltd t/as Jenquine* 19 ASIJ 1 (8 October 2019)), the standard for truth in advertising applied by the Federal Court and appellate courts under what is now section 18 of the *Australian Consumer Law* is the same standard to be applied by the Industry Jury in assessing misleading or deceptive conduct under the Code of Ethics.
- 5.6 In terms of the standard of proof required, the Industry Jury adopts a common sense approach rather than taking an overly technical approach. What is required in order to establish a breach of the Code of Ethics is simply that the Industry Jury is able to reach a reasonable level of satisfaction that the advertising complained of is misleading or deceptive or likely to mislead or deceive.
- 5.7 Both the Complainant and the Advertiser have a duty to provide substantiation for their respective positions. That is, the Complainant is responsible for establishing and substantiating its claim, in the sense that complaints must reach a reasonable threshold in demonstrating a breach of the Code (see clause 5.6 of the Guidelines). On the other hand, the Advertiser is expected to provide substantiation of the Claims at issue (clause 3.1 of the Guidelines). Both parties were given considerable time, including extensions of time, to establish their arguments.

Summary of Industry Jury determination

- 5.8 For the purposes of determining this particular Complaint, we have had particular regard to the following principles:
- (a) whether particular conduct is misleading or deceptive is a question of fact to be determined in the context of the evidence as to the alleged conduct and the relevant surrounding facts and circumstances – in particular, there must be a sufficient causal link between the conduct and error on the part of the persons exposed to it: *ACCC v TPG Internet Pty Ltd* (2013) 250 CLR 640;
 - (b) in determining whether conduct is misleading or deceptive or likely to mislead or deceive, the conduct must be considered by reference to the class of persons likely to be affected by the conduct: *Parkdale Custom Built Furniture Pty Ltd v Puxu Pty Ltd* (1982) 149 CLR 191;
 - (c) the relevant class of people may range from the gullible to the astute, and the Court must consider whether the ordinary or reasonable members of that class would be



misled or deceived: *Google Inc v Australian Competition and Consumer Commission* (2013) 249 CLR 435; and

- (d) the dominant message of the advertising is of crucial importance: *ACCC v TPG Internet Pty Ltd* (2013) 250 CLR 640.

- 5.9 After applying these principles to the Claims and their use in the context of the materials in which they appear, the Industry Jury considers that the Advertiser has breached Sections 1.1, 1.2 and 1.4 of the Code of Ethics by making representations about its Products on its Website and in its Brochure which create an overall impression that is misleading or deceptive or likely to mislead or deceive and which implies a benefit to the environment which the Products do not have.
- 5.10 The Industry Jury has not been provided with sufficient evidence to determine whether a breach of Section 1.3 of the Code has occurred.
- 5.11 We set out our detailed analysis below.

Analysis

Key background facts

- 5.12 A key issue in dispute between the parties is the extent to which certain certifications which the Advertiser argues it relies upon for the purposes of substantiating the Claims can in fact be relied upon. These certifications will only be relevant if they relate to the Products.
- 5.13 The Advertiser has claimed confidentiality over the names of certain of its suppliers. Despite this, under clause 3.2 of the Guidelines, the Advertiser is still required to provide a comprehensive summary of its principal arguments. In this determination, the Industry Jury does not name certain of the Advertiser's suppliers. However, it does still set out the relevant facts upon which the Advertiser relies.
- 5.14 The Advertiser argues that:
- (a) it acquires the Products from a particular manufacturer (**the Advertiser's Manufacturer**);
 - (b) the leakproof coating (**Coating**) used on the inside of the Products is ultimately supplied by Repaper Co., Ltd. (**rePAPER**), via an arrangement coordinated by the Advertiser's Manufacturer;
 - (c) the Advertiser is therefore entitled to rely upon certain certifications held by rePAPER in respect of the compostability and recyclability of the Coating in support of the Claims concerning the overall Products.

On the other hand, the Complainant maintains that the Coating is not in fact supplied by rePAPER and that, as a result, the various certifications held by rePAPER are not in any way relevant to the Products.



- 5.15 In support of its arguments, the Advertiser has provided us with copies of the following:
- (a) a declaration from the Advertiser's Manufacturer dated 8 October 2021 affirming that the coating used for all Truly Eco Cups is purchased from rePAPER;
 - (b) a signed contract for continuous supply of goods between Repaper Co., Ltd. as "seller" and another company as "buyer" (**Manufacturer's First Coating Supplier**) in respect of a product described as "Eco-friendly coated paper (REPA Coat)" dated 1 September 2019. The contract appears to run for an initial term of one year, which will be automatically renewed for successive one-year terms unless terminated by either party;
 - (c) a signed purchase order between the Advertiser's Manufacturer as "Buyer" and the Manufacturer's First Coating Supplier as "Seller" in respect of a product described as "REPA Coatings RP200" dated 10 December 2019;
 - (d) a signed purchase order between the Advertiser's Manufacturer as "Buyer" and the Manufacturer's First Coating Supplier as "Seller" in respect of a product described as "REPA Coatings RP300" dated 6 January 2020; and
 - (e) a signed purchase order between the Advertiser's Manufacturer as "Buyer" and a third party as "Seller" (**Manufacturer's Second Coating Supplier**) in respect of products described as "REPA Coatings RP200" and "REPA Coatings RP300" dated 27 February 2020.
- 5.16 Whilst it would be inappropriate to attribute insufficient weight to the attestation by the Advertiser's Manufacturer regarding its supply chain, nevertheless it is important to bear in mind that rePAPER has itself provided evidence on the same issue to the contrary (to be discussed below). It is therefore not possible to determine the nature of the Advertiser's supply chain on the basis of the conflicting statements of the Advertiser's Manufacturer and rePAPER alone. Accordingly, we will proceed by considering both these statements against the broader background of evidence provided by the parties.
- 5.17 The documents provided by the Advertiser indicate that there is likely to be an ongoing supply arrangement between rePAPER and its Manufacturer's First Coating Supplier in respect of relevant coating products. Further, the documents provided by the Advertiser indicate that such products were supplied to the Advertiser's Manufacturer on at least two occasions, following the issue of the purchase orders in December 2019 and January 2020.
- 5.18 However, this documentation does not constitute adequate substantiation of the Advertiser's claims that the Advertiser's Manufacturer is currently acquiring coating products from rePAPER via the alleged agency arrangement.
- 5.19 First, the purchase orders provided by the Advertiser are over two years old. The Advertiser has had ample opportunity to provide more recent documents than this as part of the Industry Jury process but did not do so.



- 5.20 Secondly, the most recent purchase order provided by the Advertiser dated February 2020 is not between the Advertiser's Manufacturer and the Advertiser's First Coating Supplier but rather between the Advertiser's Manufacturer and the Manufacturer's Second Coating Supplier. There is no basis for assuming that there is any connection between the Manufacturer's First Coating Supplier and the Manufacturer's Second Coating Supplier given that the names, addresses, payment details, and company identification numbers of the two entities set out on the purchase orders are entirely different. The Advertiser has not provided any explanation for this apparent discrepancy in its supply chain. Moreover, the Advertiser has failed to provide any evidence which demonstrates that Manufacturer's Second Coating Supplier is party to a supply arrangement with rePAPER.
- 5.21 On the other hand, the Complainant has provided documents which indicate that the Advertiser is in fact no longer directly or indirectly acquiring the Coating from rePAPER through the Advertiser's Manufacturer. This includes the following:
- (a) an initial email from rePAPER to representatives of the Complainant dated 24 September 2021 advising that whilst rePAPER has *"had contact with [Advertiser's Manufacturer] before and provided some coatings and coated board in the very initial stage"*, there is *"no business going on between rePAPER and [the Advertiser's Manufacturer] currently"*; and
 - (b) a later email from rePAPER to a representative of the Complainant dated 24 September 2021 and letter of confirmation signed on behalf of rePAPER dated 28 September 2021 each confirming that, according to the analysis set out in a report (**Intertek Report**) by Intertek, a third party testing body, the formulation of the Coating used in the Products does not match that of rePAPER's product.
- 5.22 The Advertiser sought to undermine the credibility of the above two emails from rePAPER by pointing out the apparent anomaly between the name of the sender and the email address depicted (absore@repaper.kr) as well as the lack of an email signature identifying the sender's role within rePAPER. However, we respectfully reject these arguments. The website of the Good Environmental Choice Australia (**GECA**), being one of the certifying bodies referenced in the parties' submissions, clearly identifies the sender (with email address absore@repaper.kr) as the contact for rePAPER. In addition, the matters discussed in the emails from this person are clearly restated in the letter of confirmation which has been issued by rePAPER on its letterhead and dated 28 September 2021.
- 5.23 The weight of the evidence indicates that, in 2019 and early 2020, the Advertiser did in fact acquire certain coating products indirectly from rePAPER. However, except for the declaration by the Advertiser's Manufacturer, the Advertiser has failed to adduce any evidence which demonstrates that the supply arrangement with rePAPER continues to remain in place as at the date of the current Advertising Materials. On the other hand, the Complainant has provided evidence from rePAPER directly which clearly denies that there is any such supply arrangement currently in place by reference to a testing report prepared by a third party testing agency, being the Intertek Report.



- 5.24 Having weighed up all these factors, we have decided to exclude the certifications held by rePAPER in respect of its product, described as the REPA Coat, from our consideration of whether or not the Advertiser has sufficient evidence to support the making of the Claims in respect of the Products. These certifications include:
- (a) the Good Environmental Choice Australia Licence issued on 27 April 2018 confirming rePAPER CUP 6.5's compliance with *IEPv2.0-2014: International Ecolabeled Products* and ability to use the GECA ecolabel (the **GECA Licence**);
 - (b) the Din Certco Certification dated 7 December 2017 confirming the certificate holder's compliance with *DIN EN 13432:2000-12: Requirements for packaging recoverable through composting and biodegradation* in respect of the REPA Coat (the **Din Certco Certification**);
 - (c) the OWS report dated on or around 23 November 2017 confirming the compliance of the REPA Coat with *AS 4736: Biodegradable plastics – Biodegradable plastics suitable for composting and other microbial treatment (2006)* (the **OWS Report**); and
 - (d) the research paper published in the Nordic Pulp & Paper Research Journal (2017, vol. 32, issue 1) confirming the recyclability of the REPA Coat (the **Nordic Journal**).

Plastic-Free Claims

Background

- 5.25 The Complainant alleges that the Advertiser has made the Plastic-Free Claims, being representations to the effect that the Products do not contain any plastic. These include the following:
- (a) the statement "*first plastic-free cups in Australia*" which appears on the Website;
 - (b) the statement "*Environmental friendly alternative to plastic*" with a leaf logo above it which appears on the Website;
 - (c) the statement "*I'm plastic free – don't landfill me!*", an image of which appears on the Website and in the Brochure;
 - (d) the statement "*100% plastic free*" which appears on the Brochure; and
 - (e) the icon of a bottle with a line through it above the words "**PLASTIC FREE**" which is set out on the Product packaging, an image of which appears on the Website and in the Brochure.
- 5.26 The Complainant alleges that these representations are misleading or deceptive because the Intertek Report states that the Products "*contain a copolymer of poly (ethylene-co-acrylic acid) or similar which is a plastic material*".



- 5.27 The Advertiser maintains that it has support for making the Plastic Free Claims on the basis of a certificate issued to the Advertiser's Manufacturer by a third party certifying agency, Control Union Certifications, allowing the Advertiser's Manufacturer to use a "Plastic Free Certification Mark" in respect of products which include its retail ready paper cups. The certificate is valid from 25 January 2021 to 24 January 2022. The certification standard behind the Plastic Free Certification Mark was developed between Control Union and A Plastic Planet, an anti-plastic advocacy group. We have been provided with a copy of the requirements and test methods for the certification standard as part of the Advertiser's submissions.
- 5.28 The Advertiser maintains that the certification of the Advertiser's Manufacturer constitutes proof that the Plastic-Free Claims are *"correct by reference to the only standard that exists in the world today"* in respect of plastic content in packaging.

Are the Plastic-Free Claims misleading or deceptive in breach of the Code of Ethics?

- 5.29 In our view, the certification standard behind the Plastic Free Certification Mark does not replace or modify the standard for truth in advertising under the Code of Ethics and the *Australian Consumer Law*.
- 5.30 The Plastic-Free Claims are made in very broad terms and have not been qualified in any way. In particular, the claims go beyond simply displaying the Plastic Free Certification Mark endorsed by Control Union. An average consumer would be entitled to expect that the Products do not contain plastic in any form and not simply that the Products had been tested to a specific standard referenced by the Plastic Free Certification Mark.
- 5.31 The Intertek Report makes clear that the coating of the Products is in fact a plastic or plastic-based substance. Indeed, the Advertiser itself has confirmed that the Intertek Report demonstrates that the Products are in fact *"coated with a water-soluble polyacrylate-based polymer otherwise known as an aqueous coating"*. A polyacrylate-based polymer is classified as a plastic, as confirmed by Intertek, irrespective of whether it is water-soluble or not.
- 5.32 As a result, there is no reasonable basis for the Advertiser making the Plastic-Free Claims. Accordingly, we find that the Advertiser has breached Sections 1.1, 1.2 and 1.4 of the Code of Ethics by making misleading or deceptive representations in respect of the nature and composition of the Products on its Website and in the Brochure by virtue of the Plastic-Free Claims.

Recyclability Claims

Background

- 5.33 The Complainant alleges that the Advertiser has made the Recyclability Claims in its Advertising Material, being representations to the effect that the Products are fully recyclable. These include the following:
- (a) the statement *"Our Truly Eco cups are the first plastic-free cups in Australia that can be recycled"* which the Complainant alleges appeared on the Website at the time at which the Complainant made its complaint;



- (b) the icon of a bin featuring a circular recycling symbol above the words “FULLY RECYCLABLE” which is set out on the Product packaging, an image of which appears on the Website and in the Brochure;
- (c) the statement “Our Truly Eco cups can be recycled or composted. It’s time to lower the impact of the environment by making the choice to reduce land fill” in the Brochure; and
- (d) the statement “100% recyclable” which appear on the Website.

5.34 The Complainant alleges that the Recyclability Claims are misleading or deceptive because the Products cannot be recycled through regular kerbside recycling facilities in Australia. The Complainant’s argument is that the Products are made from a mix of plastic and paper which requires a more specialised recycling solution than currently offered by kerbside recycling facilities. In support of its arguments, the Complainant has provided us with an assessment submitted by the Complainant to the Technical Advisory Committee (TAC), which monitors compliance with the Australasian Recycling Label (ARL) Program, in respect of aqueous coated paper cups. The assessment indicates that as at 3 August 2021, being the date of the report, the “technical recyclability” of aqueous coated paper cups is still subject to review from an ARL Program perspective.

5.35 In response, the Advertiser argues that the recyclability of a product should not depend upon whether it is acceptable by kerbside collections. Rather, the Advertiser maintains, the question of whether or not a product is recyclable should depend simply upon its chemical composition and its susceptibility to the recycling process of pulping and re-use. Further, the Advertiser relies on the Nordic Journal which provides that products made from rePAPER are recyclable.

Are the Recyclability Claims misleading or deceptive in breach of the Code of Ethics?

5.36 Firstly, as stated above at paragraphs 5.12 – 5.24, the Advertiser has not established that the Products are made from rePAPER. Therefore, we can have no regard to the Nordic Journal.

5.37 Even if we had regard to this publication though, in our view, it is a fundamental requirement that if a product is represented in absolute terms as being a fully recyclable product or 100% recyclable, it should be capable of being recycled through standard kerbside recycling facilities in Australia. An average Australian consumer would expect that in the context of claims that create an overall impression that use of them will reduce landfill and that they are environmentally friendly, the Products must in actuality be capable of doing these things. Such claims cannot constitute a theoretical possibility when presented in absolute terms. If a product is only capable of being recycled on the condition that it is put through a specialised collection stream, then this is a clear limitation on the recyclability of the Product which would need to be clearly explained to a consumer so that the headline claim about the product’s recyclability is not misleading.

5.38 On that note, we see that the Advertiser appears to have updated its Website since the date on which the Complaint was lodged by adding a disclaimer to the claim “Our Truly Eco cups



are the first plastic-free cups in Australia that can be recycled." This disclaimer is flagged by an asterisk included as part of the headline claim which links to the statement *"Truly Eco Cups are recyclable when collected as a clean stream of only Truly Eco cups. Please contact Pinnacle to discuss recycling options."* The explanatory statement is clearly worded and prominently displayed in close proximity to the headline claim. We consider that the headline claim has been properly qualified in this context.

- 5.39 On the other hand, we consider that the recyclability claims detailed in paragraph 5.34 which appear on the individual product pages of the Website (being images of the Products) and in the Brochure have not been properly qualified.
- 5.40 Accordingly, we find that the Advertiser has breached Sections 1.1, 1.2 and 1.4 of the Code of Ethics by making misleading or deceptive representations in respect of the nature and composition of the Products by making the Recyclability Claims.

Compostability Claims

Background

- 5.41 The Complainant alleges that the Advertiser has made the Compostability Claims in relation to the Products. These include the following:
- (a) the statement *"Compostable"* which is set out on the Product packaging, an image of which appears on the Website and in the Brochure;
 - (b) the statement *"Our Truly Eco cups are the first plastic-free cups in Australia that can be recycled or composted"* which appears on the Website;
 - (c) the statement *"Our Truly Eco cups can be recycled or composted. It's time to lower the impact of the environment by making the choice to reduce land fill"* in the Brochure; and
 - (d) the statement *"Certified home and industrial/commercial compostable"* which appears on the Website.
- 5.42 The Complainant asserts that Compostability Claims must be certified to:
- (a) AS4736:2006 Biodegradable plastic suitable for composting and other microbial treatment (**Australian Industrial Composting Standard**) if the claim relates to commercial scale composting; and
 - (b) AS 5810:2010 Biodegradable plastics suitable for home composting (**Australian Home Composting Standard**) if the claim relates to home composting.
- 5.43 The Advertiser claims that its Products are certified to these standards on the basis of the Din Certico Certification and the OWS Report. However, for the reasons stated in paragraphs 5.12 to 5.24 above, the Advertiser has not established that the Products are made of rePAPER.¹¹



Therefore, we are unable to place any weight on the Din Certico Certification and the OWS Report.

Are the Compostability Claims misleading or deceptive in breach of the Code of Ethics?

- 5.44 The evidence provided by the Advertiser does not substantiate any of the Compostability Claims. As a result, we find that the Advertiser has breached Sections 1.1, 1.2 and 1.4 of the Code of Ethics by making misleading or deceptive representations in respect of the nature and composition of the Products by the Compostability Claims.

6. Advertiser Statement

- 6.1 On 2nd February 2022, the Advertiser was provided with a copy of the Industry Jury's determination. In accordance with the Guidelines and on the basis of the Industry Jury's determination, the Advertiser was requested to provide an Advertiser Statement indicating whether it would modify or discontinue the Advertisement.

- 6.2 On 10th February 2022, the Advertiser provided the following statement:

In relation to the upheld complaints: -

1. the Industry Jury erred in its findings set out in paragraphs 5.12 -- 5.24 inclusive of the Determination by non-acceptance of the Advertiser's Reports and Certifications by reason of (1) the purported contradictory evidence of rePaper (paragraph 5.21), (2) the purported non-establishment that the Truly Eco Cups are made from rePaper (paragraph 5.23) and (3) the acceptance of the Intertek Report without testing the purported sample (paragraph 5.31); and

2. Notwithstanding, and without accepting the accuracy of the Industry Jury's determination in relation to those complaints and without any admission that it has contravened any relevant legislation or the Code, the Advertiser will modify its Advertising Material by taking such steps to modify its website and the downloadable brochure also available on that website so as to ensure that in the future it can adequately substantiate the claims wrongly found to be in breach in the determination.



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AdStandards.com.au

Ad Standards Limited
ACN 084 452 666

Annexure A



2021

PRODUCT BROCHURE

Australia's leading and innovative packaging company
trusted by the leading food & beverages brands
globally.



www.pinnaclepackaging.com.au



Single Wall Paper Coffee Cup



www.pinnaclepackaging.com.au



Australia's leading and innovative packaging company
trusted by the Leading food & beverages brands
globally.



TRULY ECO IS
PROUDLY PINNACLE.



SINGLE WALL CUPS AVAILABLE IN A VARIETY OF COLOURS

Pinnacle are proud to announce the release of our Truly Eco cup range. Our Truly Eco cups can be recycled or composted. It's time to lower the impact on our environment by making the choice to reduce land fill.

COLOUR	40Z	60Z	80Z	80Z UNI (90MM)	100Z SLIM (80MM)	120Z	160Z
White	SW04W-ECO	SW06W-ECO	SW08W-ECO	SW08UNIW-ECO	SW10W-ECO	SW12W-ECO	SW16W-ECO
Kraft	SW04KP-ECO	SW06KP-ECO	SW08KP-ECO	SW08UNIKP-ECO	SW10KP-ECO	SW12KP-ECO	SW16KP-ECO
Black	SW04B-ECO	SW06B-ECO	SW08B-ECO	SW08UNIB-ECO	*	SW12B-ECO	SW16B-ECO
Wham	*	*	SW08WHAM-ECO	SW08UNIWHAM-ECO	*	SW12WHAM-ECO	SW16WHAM-ECO

*Special order. Contact your accounts manager.



OUR COMMITMENT



100% PLASTIC FREE
WATER DISPERSION COATING
RECYCLABLE OR COMPOSTABLE TO AS4736
ALL SIZES AVAILABLE
CUSTOM BRANDING AVAILABLE
SUITS ALL PINNACLE TRAVEL AND SIPPER LIDS



[BACK TO PRODUCTS](#)

TRULY ECO PLASTIC FREE COFFEE CUPS



Truly Eco products are Truly Eco
Friendly.

Pinnacle are proud to announce the
release of our Truly Eco cup range. Our
Truly Eco cups are the first plastic-free
cups in Australia that can be recycled
or composted. By using our eco-
friendly cups you're making the choice
to lower the impact on our environment
and helping to reduce landfill.

**Available as a single or double
wall cup.**

[PRODUCT PDF](#)

ALL TRULY ECO BLACK CUP
TRULY ECO KRAFT CUP
TRULY ECO PLAIN WHITE CUP
TRULY ECO WHAM CUP





4 OZ TRULY ECO PLAIN WHITE CUP



4 OZ TRULY ECO KRAFT CUP



8 OZ 80MM OR UNI 90MM TRULY ECO
BLACK CUP



8OZ 80MM OR UNI 90MM TRULY ECO
KRAFT CUP



12OZ TRULY ECO BLACK CUP



10OZ SLIM TRULY ECO PLAIN WHITE
CUP



100Z SLIM TRULY ECO KRAFT CUP



16OZ TRULY ECO BLACK CUP



12OZ TRULY ECO PLAIN WHITE CUP



12OZ TRULY ECO KRAFT CUP



16OZ TRULY ECO WHITE CUP



16OZ TRULY ECO KRAFT CUP



8OZ 80MM OR UNI 90MM TRULY ECO WHAM CUP



12OZ TRULY ECO WHAM CUP



16OZ TRULY ECO WHAM CUP

ALL OUR
PRODUCTS

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SIGN UP

We respect your privacy.



First introduced by Pinnacle packaging in 2019 as Australia's first to market plastic-free cups that can be recycled or composted. By using our eco-friendly cups you're making the choice to lower the impact on our environment and helping to reduce landfill.



100%
RECYCLABLE



ENVIRONMENTALLY
FRIENDLY ALTERNATIVE TO
PLASTIC



CERTIFIED HOME AND
INDUSTRIAL/COMMERCIAL
COMPOSTABLE

FULL DOWNLOAD BROCHURE

FAST FOOD SOLUTIONS

All made from biodegradable sugarcane.

LEARN MORE

AUSTRALIA'S LEADING FOOD PACKAGING
COMPANY TRUSTED GLOBALLY BY THE TOP
FOOD AND BEVERAGE BRANDS.

THE PINNACLE IS IN THE PACKAGING

The Pinnacle for us represents the ultimate peak point where humans exist in harmony with the planet.

The journey to this peak is all about keeping our eyes on the summit.

It's about striving to reach heights as a community of business owners and consumers that put the health of our planet first.

We know that the journey to this peak is continuously unfolding and requires consistent innovation.

ALL OUR PRODUCTS

OUR CORE VALUES



INTEGRITY

We cultivate trust, honesty and reliability in all our customer and employee relationships.



QUALITY

We source quality, sturdy materials which are both renewable and ethically farmed and produced.



INNOVATION

Our technological advancements in packaging have made us the leading innovators in the packaging industry.



COMMUNITY

We work within and employ directly from our local community.



SUSTAINABILITY

We are environmentally conscious and we strive to leave behind a better world than the one we found.



RELIABILITY

We ensure that all our shipments and deliveries arrive consistently on time.