



Case Report

1	Case Number	0002/13
2	Advertiser	Sportsbet
3	Product	Gaming
4	Type of Advertisement / media	TV
5	Date of Determination	30/01/2013
6	DETERMINATION	Dismissed

ISSUES RAISED

2.4 - Sex/sexuality/nudity S/S/N - general

DESCRIPTION OF THE ADVERTISEMENT

Six different images are displayed in the NBA Ad. First, a white mesh sports ball sack with two footballs, together with a separate white mesh sack with two basketballs is shown. Subsequent images in the Ad contain the mesh sack with basketballs accompanied by a promotional offering by Sportsbet.com.au relating to the NBA, offering to refund losing bets up to a maximum amount of \$100 for any punter who places a wager on an NBA team which loses despite leading at three quarter time.

THE COMPLAINT

A sample of comments which the complainant/s made regarding this advertisement included the following:

It is crude and offensive.

The voice at the start of the commercial with the comment "Summer is all about Saggy Ball Sacks", with no on screen detail as to the service, product, advertiser or promoter. Similar details here: http://i.sbstatic.com.au/i/cms/content/files/landingheader_nbaspacial.jpg

THE ADVERTISER'S RESPONSE

Comments which the advertiser made in response to the complainant/s regarding this advertisement include the following:

Although it is not clear from the complaint, we understand that the complaint is that the NBA Ad breaches section 2.4 of the Code in that it (in summary) fails to treat sex, sexuality and nudity with sensitivity to the relevant audience.

The reason for concern expressed in the complaint is that the NBA Ad states: 'Summer is all about saggy ball sacks'.

The complaint is in Sportsbet's view without foundation and should be dismissed.

In our view, clause 2.4 of the Code does not apply because the NBA Ad does not relate to sex, sexuality or nudity. Accordingly, there is no possibility that the NBA Ad might breach section 2.4 of the Code.

In any case, even if the NBA Ad is construed in a manner which is said to connote 'sexuality' or 'nudity' (which we reject), we still consider that the NBA Ad does not breach section 2.4 for the following reasons.

Sportsbet acknowledges that the NBA Ad employs a play on one verbal reference to a 'saggy ball sack' with the visually imagery of a mesh sports ball sack which may be regarded as offensive to a small section of the public, however, such reference is not explicitly used during the NBA Ad and nor is any inappropriate, strong or obscene language.

At most, the NBA Ad fairly innocuously gives rise to a possible connection between the mesh ball sack and the man's body part in the mind of some viewers but throughout the Ad a genuine sports ball sack is displayed which has no real similarity to the male body part. Sportsbet does not think that the tone or content of the NBA Ad contravenes acceptable advertising standards.

Finally, in our view, the other provisions within Section 2 of the Code are clearly not relevant to the Complaint and do not apply.

Sportsbet believes that the Complaint is without foundation and should be dismissed.

THE DETERMINATION

The Advertising Standards Board ("Board") considered whether this advertisement breaches Section 2 of the Advertiser Code of Ethics (the "Code").

The Board noted the complainant's concerns that the advertisement is crude and offensive by its reference to male sexual organs.

The Board viewed the advertisement and noted the advertiser's response.

The Advertising Standards Board ("Board") considered whether this advertisement breaches Section 2 of the Advertiser Code of Ethics (the "Code").

The Board considered whether the advertisement was in breach of Section 2.4 of the Code. Section 2.4 of the Code states: "Advertising or Marketing Communications shall treat sex, sexuality and nudity with sensitivity to the relevant audience".

The Board noted that the advertisement features images, of a white mesh sports ball sack with two footballs, together with a separate white mesh sack with two basketballs. Subsequent

images in the Ad contain the mesh sack with basketballs accompanied by a promotional offering by Sportsbet.com.au relating to the NBA, offering to refund losing bets that meet the conditions of the promotion.

The Board noted the use of the term “balls” is a double entendre intended to be humorous. The Board accepted that ‘balls’ is a common vernacular reference to men’s genitals. Some members of the Board expressed concern that the visual image of balls in a bag increased the sexually suggestive tone of the advertisement to a concerning level. The Board noted that the television advertisement was classified with a ‘B’ and was aired within the appropriate time slots.

The Board considered that the double entendre and sexual connotations of the advertisement was suggestive but there was no actual nudity or sexual activity. The Board considered that the sexual references were appropriately sensitive for the mature audience.

The Board determined that the advertisement did not contain strong sexual references and treated sex, sexuality and nudity with sensitivity to the relevant audience and did not breach Section 2.4 of the Code.

The Board then considered whether the advertisement was in breach of Section 2.5 of the Code. Section 2.5 of the Code states: “Advertising or Marketing Communications shall only use language which is appropriate in the circumstances and strong or obscene language shall be avoided.”

The Board noted the advertisement features the words, “Balls” and considered that in conjunction with the sports betting promotion, and the use of a variety of actual sporting balls, the language is not inappropriate.

The Board noted that the use of the term ‘balls’ is a colloquial and accepted reference to men’s genitals. The Board considered a double entendre reference to balls would not be considered strong or obscene language and determined that the advertisement did not breach Section 2.5 of the Code.

The Board considered similar concerns about the Sportsbet promotion for the cricket on Pay TV and dismissed the complaints in this case also (reference: 0001/13).

The Board noted significant concern from complainants that the advertisement is in poor taste and is crude. The Board noted that the only grounds on which a complaint can be upheld are those specified in the Code of Ethics.

Finding that the advertisement did not breach the Code on any other grounds, the Board dismissed the complaint.

