



Case Report

1	Case Number	0006/14
2	Advertiser	Rugs a Million
3	Product	House Goods Services
4	Type of Advertisement / media	TV
5	Date of Determination	15/01/2014
6	DETERMINATION	Dismissed

ISSUES RAISED

- 2.4 - Sex/sexuality/nudity S/S/N - general
- 2.5 - Language Inappropriate language

DESCRIPTION OF THE ADVERTISEMENT

These TV advertisements highlight rugs up to \$200 on sale for \$50. The female presenter refers to a 'shipload' of rugs, 'shag' rugs and rugs costing sixty dollars.

THE COMPLAINT

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

On a Saturday morning between children's cartoons the advert where the lady is saying how many rugs are for sale she says that there are "Shit loads" of rugs at \$50.

Why is there swearing being allowed to be aired on a Saturday morning let alone in between children's cartoons???

I object to the innuendo of the words used in the ads and the time the ads are on. The words used are 'ship loads' 'more shags' and 'sixty' said in a NZ accent. All can be misheard. My grandchildren were with me when the one repeating 'sixty' over and over was broadcast and they heard it as 'sexy' and asked why they were describing rugs that way.

The ad doesn't even bother with innuendo, but blatantly states "I got a SHAG for sixty dollars". Although the presenters are referring to the style of rug, there is no doubt that they are using sex as a means to promote their product as they continue the voice over "morphing" the word "sixty" into "SEXTY".

THE ADVERTISER'S RESPONSE

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

Comments:

There was no intent to offend viewers and the commercials were not scheduled in children's programming areas.

We have used the phrase "Shiploads of rugs" on 3 different occasions previously and have not had any complaints.

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 complainants' concerns that the advertisement features inappropriate sexual references and inappropriate language.

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

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 there are different versions of the advertisement and that each one features a female presenter promoting a rug sale.

The Board noted the complainants' concerns over the use of the words 'shag' and 'sixty'.

The Board noted that the advertisement is promoting a rug sale and that the phrase "I got a shag..." is used by a man dressed as Austin Powers as well as by a woman. The Board noted that in each instance a shag rug is featured and considered that whilst the advertisement is clearly using sexual innuendo to promote shag rugs this innuendo is relatively mild and it is clear that the actors are talking about rugs and not a sexual act. The Board considered that young children would be unlikely to understand the cultural reference of Austin Powers or the alternate meaning to the word 'shag' and considered that the use of the word 'shag' in this context is not sexualised or inappropriate.

The Board noted the complainants' concerns over the way the female presenter pronounces the word, 'sixty' and considered that when she says the word, 'sixty' the number also appears on screen. The Board noted that the presenter's accent does make the word sound similar to 'sixty' however the Board considered that it does not appear to be the intent of the advertisement to use the word 'sixty' and that in the context of a promotion for rugs costing \$60 the language is not sexualised or inappropriate.

The Board considered that the advertisement did treat the issue of sex, sexuality and nudity with sensitivity to the relevant audience.

The Board determined that the advertisement did not breach Section 2.4 of the Code.

The Board 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 complainants’ concerns over the phrase ‘shiploads’ which they believe sounds like, ‘shitloads’.

The Board noted it had previously dismissed a similar complaint about the use of the term, ‘shiploads’ in a promotion for carpets in case 244/05 where the Board was of the view that, “...the language employed in this advertisement was clearly audible as “shipload” and that the use of this term was made clear to viewers by placing the words in large, bold capitalised text at the bottom of the screen. The Board acknowledged that the word “shipload” was a reference to the word “shitload”. However, the Board considered that the advertiser had not employed any obscene or offensive language...”

The Board noted that in this instance the actors clearly say, ‘shiploads’ and considered that the term, ‘shipload’ is a proper term which is not offensive or inappropriate and its use in the advertisement is consistent with common Australian vernacular.

The Board noted the complainants’ concerns over the pronunciation of the word ‘sixty’. As noted above, the Board considered that the presenter’s accent means that the word ‘sixty’ could be interpreted as ‘sexty’ however in the Board’s view this is not intentional and the language used in the advertisement is not inappropriate, strong or obscene.

The Board determined that the advertisement did not breach Section 2.5 of the Code.

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