



## Case Report

1	Case Number	0015/15
2	Advertiser	Sportsbet
3	Product	Gaming
4	Type of Advertisement / media	TV - Free to air
5	Date of Determination	28/01/2015
6	DETERMINATION	Dismissed

### ISSUES RAISED

2.6 - Health and Safety Within prevailing Community Standards

### DESCRIPTION OF THE ADVERTISEMENT

The Advertisement (in 30 and 15 second versions) promotes Sportsbet's available markets for Cricket's 'Big Bash' competition (Big Bash).

The Advertisement features a male arriving at home with several bags of groceries in the boot of his car, which he parks outside his house. The male struggles but successfully manages to gather all of the shopping bags avoiding the need for multiple trips to and from the car. When just inside the gate to his house, the male is asked by a neighbour whether he's "having a punt on the Big Bash?" Despite having his hands full, the male takes his mobile phone from his pocket and places a \$10 wager on the Big Bash with apparent ease (despite, according to the voiceover, "buckling under half a tonne of groceries").

The male then receives a text message from "Wifey" asking him to "Pls get milk!" The Advertisement concludes with Sportsbet logo and a responsible gambling message.

### THE COMPLAINT

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

*The advertiser compares the importance of bringing home the family groceries with online betting and portrays online betting to be equal or of greater importance.*

*This offends me because gambling is addictive, it destroys families and the advertiser is trying to correlate the spending of money on gambling with the spending of money on household groceries. Further to this, people with a gambling addiction could see this as a*

*justification of spending grocery money on gambling instead of looking after themselves or their family.*

## **THE ADVERTISER'S RESPONSE**

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

### *The Complaint*

*In summary, the Complaint states the Advertisement is offensive because:*

*(a) "it compares the importance of bringing home to the family groceries with online betting and portrays online betting to be equal or of greater importance";*

*(b) tries to "correlate the spending of money on gambling with the spending of money on household items"; and*

*(c) "people with a gambling addiction could see this as a justification of spending grocery money on gambling instead of looking after themselves or their family".*

*We note that the ASB has identified section 2.6 of the AANA Code of Ethics (Code) as the section which may have been breached based on the Complaint. The Code states:*

*2.6: "Advertising or Marketing Communications shall not depict material contrary to Prevailing Community Standards on health and safety".*

### *Sportsbet's response to the Complaints*

*Sportsbet has considered the Complaint and does not seek to shy away from the importance of advertising its services in a responsible manner.*

*However, it is Sportsbet's strongly held view that the Advertisement does none of the things complained of and Sportsbet rejects entirely that the Advertisement in any way breaches section 2.6 or any other section of the Code.*

*In Sportsbet's view, the Advertisement merely, and in a light hearted and jovial manner, seeks to:*

- promote the availability of markets on Big Bash and the ease with which the Sportsbet app may be used; and*
- use humorous and relatable observations involving common household chores (such as shopping) and trivial inconveniences (such as carrying multiple shopping bags at once to avoid multiple trips, and receiving requests for certain items when returning home) in order to do so.*

### *Conclusion*

*Sportsbet regrets if the jovial nature of the Advertisement was misconstrued by the complainant, but we firmly reiterate our view that the Advertisement does not breach the Code.*

*For the reasons mentioned above, Sportsbet believes that the Complaint lack 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 concern that the advertisement suggests that gambling is more important than grocery shopping and the overall encouragement to gamble is inappropriate.

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

The Board considered whether the advertisement complied with Section 2.1 of the Code which requires that ‘advertisements shall not portray or depict material in a way which discriminates against or vilifies a person or section of the community on account of race, ethnicity, nationality, gender, age, sexual preference, religion, disability, mental illness or political belief.’

The Board noted the advertisement features a man receiving a text from ‘wife’. The Board noted it had previously considered the use of this term in a similar advertisement in case 0360/14 where:

“The Board noted the complainant’s concerns over the use of the word, ‘wifey’.

The Board noted that the words, ‘Wifey. Home’ appear on the screen of the man’s mobile phone just before it runs out of power. The Board noted that the term ‘wifey’ is a term used by some members of the community in place of ‘wife’ and considered that in the context of the name assigned to the man’s wife in his mobile phone’s contact list it could be considered affectionate or the preferred term of the man’s partner. The Board noted that married men are often described as ‘hubbies’ and considered that the word ‘wifey’ as used in the advertisement is being used in its colloquial manner and is not of itself demeaning to women.”

Consistent with its previous determination the Board noted that the term ‘wifey’ being used by a man to describe his wife in his list of phone contacts could be considered affectionate and in the Board’s view it is not of itself demeaning to women.

The Board considered that the advertisement did not portray or depict material in a way which discriminates against or vilifies a person or section of the community on account of their gender.

The Board determined that the advertisement did not breach Section 2.1 of the Code.

The Board considered Section 2.6 of the Code. Section 2.6 of the Code states: ‘Advertising or Marketing Communications shall not depict material contrary to Prevailing Community Standards on health and safety.’

The Board noted that the advertisement features a man placing a bet on his mobile phone whilst carrying numerous bags of shopping from his car towards his house.

The Board noted the complainant’s concern that the advertisement suggests gambling is of equal or greater importance than bringing groceries home to the family.

The Board noted that the man in the advertisement is shown as having done some grocery shopping and that whilst carrying these groceries to his house his neighbour reminds him that he is running out of time to place a bet.

The Board noted that the man had already done the grocery shopping and considered the focus of the advertisement was on the ease of use of the App rather than suggesting that gambling is more important than buying groceries.

The Board noted the man receives a text from ‘wifey’ asking him to get some milk and considered that whilst it is not clear if the man does go and buy milk as the advertisement ends, there is no suggestion that the man does not go to get the milk or that he cannot afford to get it because he has just placed a modest bet via his mobile phone.

The Board acknowledged that there is significant community concern regarding the negative consequences of irresponsible gambling but considered that this advertisement’s depiction of the use of a betting App on a phone is not advertising a gambling product in a manner condoning or encouraging excessive gambling.

The Board considered that the advertisement did not depict material contrary to prevailing community standards on responsible gambling.

The Board determined that the advertisement did not breach Section 2.6 of the Code.

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