



Ad Standards Community Panel
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AdStandards.com.au

Ad Standards Limited
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Case Report

1. Case Number :	0115-22
2. Advertiser :	OCAM
3. Product :	Automotive
4. Type of Advertisement/Media :	Internet - Social - Other
5. Date of Determination	8-Jun-2022
6. DETERMINATION :	Dismissed

ISSUES RAISED

AANA Code of Ethics\2.7 Distinguishable advertising

DESCRIPTION OF ADVERTISEMENT

This YouTube video from Aussie Arvos is titled, "A ROOF TOP TENT you can ACTUALLY AFFORD!?! but is it any good??" The influencer states that OCAM offered to lend him the prototype roof top tent. He then describes his setup.

THE COMPLAINT

Comments which the complainant/s made regarding this advertisement included the following:

Misleading advertising

THE ADVERTISER'S RESPONSE

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

Regarding the complaint, the presenter in the video does actually say that the tent was loaned. He begins to talk about it for review purposes from 6:26-onwards. It is also stated in the video description: "We have received this product on loan free of charge for review purposes"

The tent was loaned for the purpose of product review/s and we knew it was going to be featured in a video.



THE DETERMINATION

The Ad Standards Community Panel (the Panel) considered whether this advertisement breaches the AANA Code of Ethics (the Code).

The Panel noted the complainant's concern that the advertisement is misleading as it does not disclose the video is an advertisement.

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

Section 2.7 Advertising or Marketing Communication shall be clearly distinguishable as such to the relevant audience.

Does the material constitute an 'advertising or marketing communication'?

The Panel noted the definition of advertising in the Code. Advertising means: "any advertising, marketing communication or material which is published or broadcast using any Medium or any activity which is undertaken by, or on behalf of an advertiser or marketer,

- over which the advertiser or marketer has a reasonable degree of control, and
- that draws the attention of the public in a manner calculated to promote or oppose directly or indirectly a product, service, person, organisation or line of conduct".

The Panel noted the advertiser's response that the product was loaned for the purpose of product review and the advertiser was aware it was going to be featured in a video.

The Panel considered that the post did draw attention of the public to the product through the review.

The Panel acknowledged that the advertiser did not have creative control over the video, however there was a relationship between the content creators and the advertiser and that this would constitute a reasonable degree of control under the definition of advertising.

The Panel determined that the YouTube video was an advertisement.

Is the material clearly distinguishable as such?

The Panel noted the Practice Note for the Code states:

"Influencer and affiliate marketing often appears alongside organic/genuine user generated content and is often less obvious to the audience. Where an influencer or affiliate accepts payment of money or free products or services from a brand in



exchange for them to promote that brand's products or services, the relationship must be clear, obvious and upfront to the audience and expressed in a way that is easily understood (e.g. #ad, Advert, Advertising, Branded Content, Paid Partnership, Paid Promotion). Less clear labels such as #sp, Spon, gifted, Affiliate, Collab, thanks to... or merely mentioning the brand name may not be sufficient to clearly distinguish the post as advertising."

The Panel noted that the publisher had since updated the caption of the YouTube post to clearly identify the nature of the collaboration.

The Panel noted that at the 6 minute and 26 second mark in the advertisement the host states, "OCAM offered to loan me the prototype rooftop tent to take out on the trip".

The Panel noted that although the disclosure of the arrangement between the content publisher and the advertiser did not happen until over 6 minutes into the video, the disclosure of the nature of the relationship was clear and the advertisement was clearly distinguishable as such.

Section 2.7 Conclusion

The Panel considered that the advertisement was clearly distinguishable.

Conclusion

Finding that the advertisement did not breach any other section of the Code the Panel dismissed the complaint.