



Ad Standards Community Panel
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AdStandards.com.au

Ad Standards Limited
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Case Report

1. Case Number :	0158-21
2. Advertiser :	Tourism Australia
3. Product :	Travel
4. Type of Advertisement/Media :	Internet - Social - Instagram
5. Date of Determination	23-Jun-2021
6. DETERMINATION :	Dismissed

ISSUES RAISED

AANA Code of Ethics\2.7 Distinguishable advertising

DESCRIPTION OF ADVERTISEMENT

This Instagram Post dated 05/05/2021 on the @zotheysay account features a video of Hamish Blake and Zoe Foster-Blake in various Australian locations. The caption of the post states:

"Making this was complete Stuff of Dreams. My husband and I are the luckiest pigs in Australia getting to shoot (together!) at these breathtaking locations, places we'd always dreamed of visiting (e.g. the Kimberly, pictured) but "never made the time". Plus we get this cute video diary* to remember it all! If you're been thinking about - or putting off - a trip to one of Australia's many epic spots, well , this is your year. Time to go big, Australia. @seeaustralia #holidayherethisyear #BIG *Incredible TV ad created by the total best in the biz"

THE COMPLAINT

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

This was a sponsored post by Zoe Foster Blake on her Instagram account yet this was not disclosed. It did not have #ad or #sponsored.

THE ADVERTISER'S RESPONSE



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

Advertiser did not provide a response.

THE DETERMINATION

The Ad Standards Community Panel (the Panel) considered whether this advertisement breaches Section 2 of the AANA Code of Ethics (the Code).

The Panel noted the complainant's concern that the Instagram post did not contain #ad or #sponsored.

The Panel viewed the advertisement and noted the advertiser had not provided a response.

Section 2.7: Advertising or Marketing Communication shall be clearly distinguishable as such.

Is the material advertising?

The Panel noted that it must consider two matters:

- Does the material constitute an 'advertising or marketing communication', and if so
- Is the advertising material clearly distinguishable as such?

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 considered that the use of the television advertisement with a clear call to action did amount to material which would draw the attention of the public in a manner designed to promote the brand and message.

As to whether the advertiser or marketer has a reasonable degree of control, the Panel noted the advertiser had not provided a response, however it was well-known that Ms Foster Blake is an ambassador for the brand.

The Panel noted that influencers operate as an advertising medium utilised by businesses to promote their brands and products. The Panel noted that many influencers have agents and that businesses exist which put brands and influencers in



touch with each other. The Panel noted that influencers are sometimes paid, sometimes provided with free product and sometimes post about products in the context of longer term relationships without immediate incentive. The Panel noted that influencers' posts may also be created in circumstances in which there is no relationship context. The Panel considered that the Code's requirements should be interpreted with its purpose in mind, that is to ensure that consumers are informed, and that influencers should be transparent about their relationship with a brand, whatever form it takes.

The Panel noted that as Ms Foster Blake is an ambassador for the advertiser and that while it is not known whether the creation of this post was at the request of the advertiser, the clear relationship between Ms Foster Blake and the brand would constitute a reasonable degree of control over the post.

The Panel considered that the post did meet the definition of advertising in the Code.

Is the material clearly distinguishable as such?

The Panel noted the current 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 video in the post was a shared television commercial, and considered the commercial contained clear branding for the advertiser and a call to action. The Panel noted that while the post did not include hashtags such as #ad or #sponsored, the caption for the post includes references to the material being a TV ad as referenced by the asterisk "...incredible TV ad...", and also detailed Ms Foster Blake's participation in filming the advertisement.

The Panel considered that the material had been clearly identified as an advertisement, and that people viewing the post and the video would clearly be able to distinguish this as advertising material.

2.7 conclusion

In the Panel's view the advertisement was clearly distinguishable as such and did not breach Section 2.7 of the Code.

Conclusion



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