



**Ad Standards** Community Panel  
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**AdStandards.com.au**

Ad Standards Limited  
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## Case Report

<b>1. Case Number :</b>	<b>0190-21</b>
<b>2. Advertiser :</b>	<b>ABI Interiors</b>
<b>3. Product :</b>	<b>House Goods Services</b>
<b>4. Type of Advertisement/Media :</b>	<b>Internet - Social - Other</b>
<b>5. Date of Determination</b>	<b>14-Jul-2021</b>
<b>6. DETERMINATION :</b>	<b>Dismissed</b>

### ISSUES RAISED

AANA Code of Ethics\2.7 Distinguishable advertising

### DESCRIPTION OF ADVERTISEMENT

This YouTube video is 45 minutes long and contains two references to ABI Interiors:

1. At 19.24 Ms. Wheatly says to her partner that she obtained the shower head by doing a "collab with ABI".
2. At 21.05 While the camera focusses on a toilet roll holder, text on screen states "@ABIINTERIORS".

### THE COMPLAINT

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

*I don't think it is fair that an influencer is getting paid for the collaboration and gifted a product and cannot even disclose with her audience that it is an ad. ABI Interiors should be more professional in their quite obvious ways of advertising. Skye is leading her viewers to believe she purchased from ABI Interiors off her own back.*

### THE ADVERTISER'S RESPONSE



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

*ABI offered Skye Wheatley complimentary products in exchange for social media posting obligations. Included in those obligations was the obligation to post on 2e youtube video which required Skye to verbally mention ABI as well as include ABI's name and website in the description. The agreement also included the following clause which applied to all posting obligations:*

4.2

#### **NATURE OF RELATIONSHIP**

##### *Disclosure*

*Skye Wheatley agrees that when publishing posts or statuses in connection with the Deliverables that:*

*(a) Skye Wheatley will make reference to the fact that they have received a commercial benefit from ABI to publish those posts or statuses;*

*Skye has previously made a video that satisfies these requirements (fulfilling her obligations under the contract).*

*<https://www.youtube.com/watch?v=RoDqvUBKfg&t=21s>*

*The video in question was made outside of this agreement and under Skye's own initiative. It did not fall within the scope of the specific posting requirements and was made in breach of the general obligation to disclose a commercial relationship with ABI. The video in question was posted outside the 1 year term of the agreement and Skye Wheatley was no longer receiving discounted or complimentary products at this time.*

#### **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 YouTube video is advertising a business and the relationship of providing free products has not been disclosed.

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 they had had a previous relationship with Ms. Wheatley in which they provided free products in exchange for a specified promotion. The Panel further noted that this relationship was contracted for one year and that Ms. Wheatley had met the requirements of the agreement prior to the posting of this YouTube video.

The Panel noted that Ms. Wheatley does refer to a collaboration with ABI Interiors and considered that the phrasing of the reference suggests (accurately) that it was a past collaboration rather than an ongoing relationship.

The Panel noted that the video features several references to other brands, both verbally by Ms. Wheatley and by text on screen.

The Panel noted that it is common practice for YouTube presenters to indicate where they had obtained particular products as their viewers may be interested in purchasing themselves. The Panel considered that this in itself is not an indication that they had received a product for free, or that they were paid to promote a product/brand.

The Panel considered that the post did not clearly identify a particular advertiser or product in a way which would draw the attention of the public in a manner calculated to promote the brand or product, and that there was no clear indication that the advertiser had any involvement with, or control over, the video.

The Panel considered that the post did not meet the definition of advertising in the Code.

### **Section 2.7 conclusion**

In the Panel’s view the material did not meet the definition of advertising in the Code, and therefore Section 2.7 of the Code did not apply.

### **Conclusion**

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