



## Case Report

<b>1</b>	<b>Case Number</b>	<b>0227/11</b>
<b>2</b>	<b>Advertiser</b>	<b>Taylor Nicholas</b>
<b>3</b>	<b>Product</b>	<b>Real Estate</b>
<b>4</b>	<b>Type of Advertisement / media</b>	<b>Billboard</b>
<b>5</b>	<b>Date of Determination</b>	<b>13/07/2011</b>
<b>6</b>	<b>DETERMINATION</b>	<b>Dismissed</b>

### ISSUES RAISED

- 2.5 - Language      Use appropriate language
- 2.3 - Sex/sexuality/nudity      Treat with sensitivity to relevant audience

### DESCRIPTION OF THE ADVERTISEMENT

A real estate agent's signboard on a property for lease.

### THE COMPLAINT

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

*Surely it is gratuitous use of these words (aside from the possible reading that one could "lease" a virgin) and there is no need to sexualise real estate.*

### THE ADVERTISER'S RESPONSE

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

*A complaint has been made for the use of the word "Virgin" on one of our signboards promoting a property for lease. The use of the word 'Virgin' is not discriminatory or insensitive as detailed in Section 2 and in no way implies that "a virgin" is for lease as*

*suggested by the complainer. The use, intention and context of the word is no more offensive to the audience than an airline of the same name is derogatory to the people that fly with it. Moreover, "virgin" has been long associated with Real Estate: Virgin Country, Virgin Land....being descriptive in its meaning that the property is untouched. Indeed the Macquarie Dictionary defines virgin as 'untouched or unused' separately to "a person who has not had sexual intercourse". The use of the word can hardly suggest the latter in either the airline's case or in the context of a property.*

## **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 unnecessary sexual language.

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

The Board considered whether the advertisement was in breach of Section 2.3 of the Code. Section 2.3 of the Code states: "Advertising or Marketing Communications shall treat sex, sexuality and nudity with sensitivity to the relevant audience and, where appropriate, the relevant programme time zone".

The Board noted the advertisement is for real estate and features the wording, "For lease virgin".

The Board noted that the wording of this advertisement was requested by the vendor of Taylor Nicholas Estate Agents.

The Board noted that the advertisement is typical for estate agents and that it does not contain any imagery, and considered that the use of the word 'virgin' does not make the advertisement sexual. The Board noted that the advertisement is placed on the street outside the property which is for sale. The Board considered that most members of the community would consider the advertisement to be appropriate for the product it is advertising and considered that if children were to see the advertisement it is unlikely they would take a sexual meaning from the advertisement.

The Board determined that the advertisement did treat sex, sexuality and nudity with sensitivity to the relevant audience and that it did not breach Section 2.3 of the Code.

The Board then 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 that the word 'virgin' means 'pure' or 'untouched' as well as referring to someone who has not had sexual intercourse. The Board considered that the use of this word

in the context of a for sale sign outside the property for sale is not inappropriate or offensive. The Board noted that some members of the community may not like the word to be used at all because of its sexual connotation; however in the Board's view the advertisement does not contain a strong sexual reference.

The Board determined the language used was not inappropriate and was not strong or obscene and that there was no breach of Section 2.5.

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