



Case Report

1	Case Number	0234/14
2	Advertiser	Electrodry
3	Product	House Goods Services
4	Type of Advertisement / media	Free TV
5	Date of Determination	09/07/2014
6	DETERMINATION	Dismissed

ISSUES RAISED

- 2.1 - Discrimination or Vilification Gender
- 2.4 - Sex/sexuality/nudity S/S/N - general

DESCRIPTION OF THE ADVERTISEMENT

The advertisement shows a husband and wife sitting next to one another on a lounge. The man comments on the Electrodry 14 day satisfaction guarantee and the woman responds with, "That's a little better than two minutes".

THE COMPLAINT

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

The sexual overtones of the message. After the woman says her piece, the man looks at her in shock and with a look of "I try"....there is no question that Electrodry has used sexual suggestions for their advertising.

I find it offensive that a carpet cleaning company (which I have used in my home and been pleased with their service) should resort to using sexual innuendo about men's premature ejaculation problems on TV. This ad was run during a family-time programme ('Modern Family') on a Sunday night amongst other times I have seen it. The reference to a medical problem has nothing to do with clean carpets or consumer protection! It is cheap and nasty advertising and hurtful to people who may suffer from this problem. I wrote an email objecting to the ads to the company last week but have not had the courtesy of a response. I will not use their services again. I wish to see this ad removed from broadcasting. They

would not link carpet cleaning to cancer or any other medical condition like children's handicaps. Why use a deeply private matter to flog their product?
Thanks for considering my complaint.

After the male actor exclaimed about the 14 day satisfaction guarantee the female commented it was better than "2 minutes" blatantly implying premature sex and innuendo in general.

THE ADVERTISER'S RESPONSE

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

Our firm appreciates the role and concern of the Advertising Standards Board and recognises the consumer complaints that have been received. The opinion of our firm is that the TVC in question does not contravene section 2.4 of the AANA code of ethics. The commercial has been approved and rated accordingly by CAD and that it is not targeted to a youth audience.

The TVC dialogue specifically states that a 14 day satisfaction guarantee is better than a 2 minute guarantee. This directly refers to the Electrodry's policy of warranting its' service for 2 weeks after the provision of the service. The TVC directly contrasts this with other service providers (including but not limited to carpet cleaners) who may be reluctant to warrant their service "2 minutes" after the job has been completed and the service provider has left the customers house.

The TVC is aimed at an audience aged between 30 and 55 years old and humour is used to reinforce the Electrodry's after sales service. Electrodry strenuously denies that the TVC contravenes the AANA Code of Ethics on the grounds that:

- 1) There is no direct sexual innuendo. Some viewers may interpret the TVC to contain a sexual connotation, although this is not the intention of the TVC*
- 2) If a sexual connotation is perceived, we put forward that advertisements with much stronger sexual innuendos have and continue to be used in advertising to similar audiences.*
- 3) If the TVC in question is interpreted to contain a sexual innuendo/connotation, then the connotation implied is milder in nature than the sexual connotations in the TV programs in which the TVC is aired.*

1) There is no direct sexual innuendo. Some viewers may interpret the TVC to contain a sexual connotation, although this is not the intention of the TVC

In a May 2012 determination, the ASB stated that;

"In areas of subjective and often strongly-held beliefs, it is impossible to say that no single advertisement should ever offend anyone. In practice, the Board would normally interpret rules of this sort to mean that an advertisement should not cause serious offence to the members of the group in question or the general community".

We assume that the sexual innuendo that triggered the complaint is a result of the lifting of the eyebrows and tone of voice used by the female actor and the voice over. There is no sexual imagery or sexual specific language of any sort within the TVC and the setting does not permit inappropriate interpretation. Any sexual connotation that could be derived would

be weak to mild. Accordingly we do not believe that one could consider that the TVC could cause serious offence.

We refer the board to case 0067/13 that considered the matter of the TVC aired by Dick Smith foods where the participants in the TVC are shown saying, "Love Dick." In that matter the board determined that the sexual innuendo was not strong enough to be considered as inappropriate. In a separate matter, 0227/13, the board considered a TVC prepared by Transport New South Wales that used lyrics with strong references/innuendos of touch oneself or masturbation to convey a message related to mobile phone use within a car. In this matter "The Board noted that the lyrics at the start of the advertisement could be interpreted as being a reference to touching yourself but considered that the advertisement quickly makes it clear that Derek is singing about keeping your hands off your phone". We put forward that there are clear parallels between these cases and the TVC in question although the innuendos contained within the advertisement by NSW Transport are significantly stronger than those within the TVC in question.

2) If a sexual connotation is perceived, we put forward that advertisements with much stronger sexual innuendos have and continue to be used in advertising to similar audiences

Advertisements used to engage audiences of the same demographic have, and continue to use sexual innuendos generated through dialogue and imagery, often with a much stronger than sexual connotation than we believe could possibly be derived from the TVC in question. Some of these advertisements use humorous dialogue to generate sexual innuendos whilst others utilise imagery and tone of voice to link sexual satisfaction and desires to a brand or product. A recent example is the TVC's used by Michel's Patisserie that contain clear and strong sexual visual references designed to evoke links between sexual desire and sexual climax and the product of coffee (<http://www.youtube.com/watch?v=MZhkwmx3dI>)

Whilst TVC's such as this elicit a response or reaction from the target audience, they are clearly accepted by the general community. Any sexual connotations that could be derived from the TVC in question are milder than those present in TV ads currently marketing to similar audience

3) If the TVC in question is interpreted to contain a sexual innuendo/connotation, then the connotation implied is milder in nature than the sexual connotations in the TV programs in which the TVC is aired.

TV programs such as "Glee" and "Modern Family" are typical of high rating, family focused TV shows that use sexual references on a regular basis. More poignantly, these programs have helped transform the broader conversation and perspective with respects to sexuality and sexual preferences through character development and a strong use of humour within the programs script. Whilst some critics may argue the merits of Modern family as "family TV", it is a highly popular prime time TV program. As a program, "Modern Family" revolves around the lives of 3 families, one of which is a gay couple with an adopted daughter. The popularity of the program is derived from its' humour laden with sexual innuendos, often involving the 2 male partners.

We strongly believe that any sexual innuendo that could be derived from the TVC in questions is significantly milder in sexual tone than many of the prime time TV shows in which is airs. TV programs reflect what is acceptable to the general community and the general acceptance of programs such as Modern family, with high levels of sexual innuendo,

reflect what is acceptable in society as a whole. Any derived sexual innuendo from the TVC in question would be milder than those contained in regularly watched and generally accepted TV programs. Accordingly, we put forward that the TVC in question would not cause serious offence to the general community and is not in breach of section 2.4 of AANA Code of Ethics.

We would like to thank the board for their consideration in this matter. Please do not hesitate to contact us if we can be of further assistance.

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 makes a reference to a man lasting ‘2 minutes’ which is offensive to men who suffer from premature ejaculation and is an inappropriate sexual reference.

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 telling his wife that Electrodry has a fourteen day satisfaction guarantee to which his wife replies, “That’s a little better than two minutes”.

The Board noted it had previously upheld a radio advertisement which made reference to a “two minute man...” in case 170/09 where:

“The Board considered the requirements for discrimination and vilification. In particular the Board considered that this advertisement did single out an identifiable section of the community – men experiencing premature ejaculation. In relation to this section of the community the Board considered that the tone and text of the advertisement (in particular the dismissive comparisons to time and the suggestion of getting a new man) were suggestive of intolerance towards those men. The Board considered that the current advertisement was denigrating and demeaning towards a section of the community who are experiencing or have experienced premature ejaculation and in fact goes beyond light humour to suggesting ridicule or contempt for this group of men.

On this basis the Board determined that the advertisement did discriminate against or vilify men who suffered from premature ejaculation in breach of section 2.1 of the Code.”

In the current advertisement the Board noted that the advertised product is for carpet cleaning, not a sexual performance drug. The Board noted the look on the woman’s face when she makes reference to “two minutes” and considered that her smile and the man’s reaction are indicative of a loving relationship where each partner can and does gently mock the other in a humorous manner. The Board noted that there is another advertisement in the same series which features the man making a comment to the woman (0249/14) and considered that overall the advertiser is using humorous marital exchanges to advertise their product. The

Board considered that the advertisement was not denigrating or demeaning towards men.

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

The Board considered whether the advertisement was in breach of Section 2.4 of the Code. Section 2.4 of the Code states: “Advertising or Marketing Communications shall treat sex, sexuality and nudity with sensitivity to the relevant audience”.

The Board noted the complainants’ concerns that sexual references such as those in the advertisement are not appropriate for television advertisements that can be seen by children. The Board noted that the advertisement had been rated “W” by CAD and considered the double entendre in the advertisement would be very unlikely to be understood by young children who viewed the advertisement and that the advertisement as a whole was not likely to attract children, and the fleeting comment lessened any likely impact.

The Board considered that the advertisement did treat the issue of sex, sexuality and nudity with sensitivity to the relevant audience.

The Board determined that the advertisement did not breach Section 2.4 of the Code.

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