



Ad Standards Community Panel
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AdStandards.com.au

Ad Standards Limited
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Case Report

1. Case Number :	0241-21
2. Advertiser :	Supernova Lighting
3. Product :	Automotive
4. Type of Advertisement/Media :	Internet - Social - Other
5. Date of Determination	25-Aug-2021
6. DETERMINATION :	Dismissed

ISSUES RAISED

AANA Code of Ethics\2.7 Distinguishable advertising

DESCRIPTION OF ADVERTISEMENT

This YouTube video by Aussie Arvos speaks about the benefits of Supernova Lights.

THE COMPLAINT

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

Promotion and selling supernova claims were not paid but have a affiliate link for 10% off with commission. Disingenuous and false promotion.

THE ADVERTISER'S RESPONSE

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

We refer to the email you sent on the 13th of August informing us that you have received a complaint about a youtube video made by Aussie Arvos which features Supernova Lighting.

We had an earlier agreement of LED driving lights in exchange for lifestyle photos in adventure locations which we would use on our new website and upcoming social media posts. This agreement was back in February of this year with photos received on the 19th of May. A screenshot of the photo library has been attached.



The youtube content creators praised the product and proposed a review video which would generate brand attention and suggested a new contract for such video and to be paid a fixed fee. We declined the offer and were not willing to pay for a review video and advised that should they want to continue with a review video that is relevant to their target audience of 4WD viewers, it should be transparent of both the opinion of the product and any partnership occurring disclosed. As such we did not have a specific arrangement in place for this post.

There was also a new affiliate program between Supernova Lighting and the influencer Aussie Arvos which is mentioned in the post.

We would like to bring to attention and consideration that call to action segments in relation to the affiliate discount code are clearly chaptered in the youtube video at 12 minutes 34 seconds and 14 minutes 24 seconds and the Influencer disclosed of the existing kick back commission agreement.

In any case, in the relevant YouTube post it must be considered that an individual can easily identify the post as advertisement for our products due to several reasons

- The segment at 12 minutes 34 seconds shows Supernova Lighting product placement, the Supernova Lighting logo, reference to the discount code to be used on Supernova Lightings official website without mention of other brands or distractions.*
- The partnership is described at 12 minutes 34 seconds*
- The partnerships is described again at 14 minutes 24 seconds*
- Further the frequent use of YouTube as a marketing channel has made users of the platform aware and accustomed to this form of marketing and therefore they should better be able to identify what is advertising especially*

It is never our intention to purposely mislead or misinform existing or potential customers. However, even though we try to control our collaborations as much as possible, it must be noted that Supernova Lighting has no final control over content the Influencer uploads across various mediums. Should we discover collaborators are failing to comply with applicable regulations we will contact the influencer to make necessary corrections.

Once this matter was brought to our attention we immediately made communication with the influencer and it was successfully updated on the 16th of August.

Since this matter we have further updated our collaboration policy to further insure uploaded content adheres to guidelines and better educate influencers that we will work with.

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 there was no specific arrangement in place for the post, however there was an affiliate agreement which was clearly disclosed.

The Panel considered that the post did draw attention of the public to the product through the review and promotion of a discount code.

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

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 publishers had since updated the caption of the YouTube post to clearly identify the nature of the collaboration.

The Panel noted that at the 12 minute and 20 second mark in the advertisement, one of the hosts states, “If you are looking to buy the same spotty as me or Dan run on our cars, you can head over to Supernova Lighting and use our coupon code ‘Aussie Arvos’ to get 10 per cent off. Which is an actually a substantial saving of lights of this price. So you can click the link in the description, it will take you straight to their site. We get a little bit of a kickback from that so it helps us on the channel make this all happen.”

The Panel also noted at 14 minutes and 17 seconds, the host states, “If you were interested in getting yourself a pair, use coupon code ‘Aussie Arvos’ at checkout to give yourself that 10% discount, it really does add up. And it helps us, gives us a bit of a kickback”.

The Panel noted that although the disclosure of the arrangement between the content publishers and the advertiser didn’t happen until over 12 minutes into the video, the disclosure occurred every time the discount code was mentioned.

The Panel considered that the two references to the hosts receiving a kickback for the use of the discount code meant that the nature of the relationship was clear.

Section 2.7 Conclusion

The Panel considered that the advertisement was clearly distinguishable as such.

Conclusion

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