



Case Report

1	Case Number	0272/11
2	Advertiser	Renault Australia
3	Product	Vehicles
4	Type of Advertisement / media	TV
5	Date of Determination	27/07/2011
6	DETERMINATION	Dismissed

ISSUES RAISED

Motor vehicles Speeding
Motor vehicles Unsafe driving

DESCRIPTION OF THE ADVERTISEMENT

The Fluence vs Megane TV commercial highlights Renault's competitive spirit, which has driven Renault's progress since 1899. Two different cars, the Fluence and Megane are featured throughout in a fantasy environment designed to highlight the differences between the two vehicles.

THE COMPLAINT

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

The cars appear to be speeding and being driven erratically at high speed. This is irresponsible advertising and sends the wrong message about safe driving. The advertisement should be withdrawn due to promoting unsafe driving.

THE ADVERTISER'S RESPONSE

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

The Fluence vs Megane TV commercial demonstrates Renault's competitive spirit, and desire to continually produce quality cars since 1899. It's deliberately been created in a graphic imaginary environment – the separate red and blue worlds help convey the differences between the two cars.

The cars and environment are not meant to be indicative of real life or driving practices, demonstrated most significantly when the separate cars merge and pass through each other in the end frame. However, within the fantasy CGI environment we were conscious of demonstrating the cars driving within realistic speed limits and the standard road rules of that environment. The commercial brings Renault's brand philosophy to life through the different Fluence and Megane models, and is not intended to condone speeding or unsafe driving.

THE DETERMINATION

The Advertising Standards Board (Board) was required to determine whether the material before it was in breach of the Federal Chamber of Automotive Industries Advertising for Motor Vehicles Voluntary Code of Practice (the FCAI Code).

To come within the FCAI Code, the material being considered must be an advertisement. The FCAI Code defines an advertisement as follows: "matter which is published or broadcast in all of Australia, or in a substantial section of Australia, for payment or other valuable consideration and which draws the attention of the public, or a segment of it, to a product, service, person, organisation or line of conduct in a manner calculated to promote or oppose directly or indirectly that product, service, person, organisation or line of conduct".

The Board decided that the material in question was published or broadcast in all of Australia or in a substantial section of Australia for payment or valuable consideration given that it was being broadcast on television in Australia.

The Board determined that the material draws the attention of the public or a segment of it to a product being a Renault in a manner calculated to promote that product. Having concluded that the material was an advertisement as defined by the FCAI Code, the Board then needed to determine whether that advertisement was for a motor vehicle. Motor vehicle is defined in the FCAI Code as meaning: "passenger vehicle; motorcycle; light commercial vehicle and off-road vehicle".

The Board determined that the Renault was a Motor vehicle as defined in the FCAI Code.

The Board determined that the material before it was an advertisement for a motor vehicle and therefore that the FCAI Code applied.

The Board noted the complainant's concerns that the advertisement features a car speeding and driving erratically at high speed.

The Board then analysed specific sections of the FCAI Code and their application to the advertisement.

The Board considered clause 2(a) of the FCAI Code. Clause 2(a) requires that: Advertisements for motor vehicles do not portray ...unsafe driving, including reckless or menacing driving that would breach any Commonwealth law or the law of any State or Territory in the relevant jurisdiction in which the advertisement is published or broadcast dealing with road safety or traffic regulation, if such driving were to occur on a road or road-related area, regardless of where the driving is depicted in the advertisement.'

The Board noted that the advertisement shows a Renault splitting in to two separate cars, each of which is shown driving in a CGI generated environment. The Board noted the Explanatory Notes which state: "FCAI acknowledges that advertisers may make legitimate use of fantasy, humour and self-evident exaggeration in creative ways in advertising for motor vehicles. However, such devices should not be used in any way to contradict, circumvent or undermine the provisions of the Code."

The Board considered that the advertisement is clearly a fantasy and that the vehicles are portrayed as being driven in a controlled manner throughout.

The Board considered that the advertisement did not portray erratic or unsafe driving.

On the above basis, the Board determined that the advertisement does not breach clause 2(a) of the FCAI Code.

The Board considered clause 2(b) of the Code which requires that advertisements not depict 'people driving at speeds in excess of speed limits in the relevant jurisdiction in Australian in which the advertisement is published or broadcast.'

The Board noted the complainant's concerns that the cars are speeding but noted that the cars are clearly not being driven on actual roads so it is not possible to gauge the legal speed limit. The Board considered the footage of the car's speed and noted that in some instances the footage appears to have been speeded up. The Board considered that most viewers would recognise that it is the footage and not the car which is speeding up, and noted that the car is being driven in a controlled manner throughout the advertisement with no strong inference of driving in excess of any speed limit.

On the above basis, the Board determined that the advertisement does not breach clause 2(b) of the FCAI Code.

The Board noted that there is no depiction in the advertisement of any driving practices or other actions which would breach any law and that the advertisement did not breach clause 2(c) of the FCAI Code.

Finding that the advertisement did not breach the FCAI Code, the Board dismissed the complaint.

