



Case Report

1	Case Number	0296/17
2	Advertiser	Craveable Brands
3	Product	Food / Beverages
4	Type of Advertisement / media	Outdoor
5	Date of Determination	12/07/2017
6	DETERMINATION	Dismissed

ISSUES RAISED

- 2.4 - Sex/sexuality/nudity S/S/N - general
- 2.5 - Language Inappropriate language

DESCRIPTION OF THE ADVERTISEMENT

An outdoor banner advertising Red Rooster's new Mash & Gravy Balls product. The Advertisement features the words "Grab hunger by the balls ... Mash & Gravy Balls", a price applicable to the product, and an image of Red Rooster's new Mash & Gravy Balls product.

THE COMPLAINT

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

This advertisement is loaded with sexual connotation and innuendo. It is inappropriate and indecent as well as a sexual assault on the minds of children who frequent Red Rooster for cheap meals.

It is sexual in nature, opposite a school in a location frequently visited by children.

THE ADVERTISER'S RESPONSE

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

Thank you for the opportunity to respond to this complaint. Red Rooster takes its advertising responsibilities very seriously, and is mindful of its obligations under the Codes administered

by the Board.

1. The advertisement

1.1 Red Rooster understands that the Complaint concerns an outdoor banner advertising Red Rooster's new Mash & Gravy Balls product (Advertisement). A pdf copy of the Advertisement is provided.

1.2 The Advertisement features the words "Grab hunger by the balls ... Mash & Gravy Balls", a price applicable to the product, and an image of Red Rooster's new Mash & Gravy Balls product.

1.3 This Advertisement was developed and distributed by Red Rooster.

1.4 The target audience for the Advertisement is adults aged 18 years and over. The Advertisement forms part of a campaign using tongue-in-cheek humour designed to resonate with the target audience.

1.5 The Advertisement appears on an outdoor banner located outside approximately 300 Red Rooster restaurants nationally.

2. The Complaint

2.1 Red Rooster understands that a Complaint was received on 15 June 2017 to the effect that the words the Advertisement "is sexual in nature, opposite a school in a location frequently visited by children". We understand the Advertisement complained of is located at the Red Rooster restaurant on the corner of Bathurst Road and Glenroi Avenue, Orange, NSW.

2.2 You have identified that sections 2.4 and 2.5 of the AANA Advertiser Code of Ethics (Code of Ethics) in particular are relevant to the Complaint.

3. AANA Advertiser Code of Ethics

Section 2.4

3.1 Section 2.4 of the Code of Ethics provides: Advertising or Marketing Communications shall treat sex, sexuality and nudity with sensitivity to the relevant audience.

3.2 The Advertisement includes the written words "Grab hunger by the balls". It is assumed that these are the words that the complainant considers to be sexual in nature.

3.3 Red Rooster submits that the words are not sexual in nature. Rather, they are a reference to the Mash & Gravy Balls featured in the Advertisement by name and in the image, and highlight that the product is intended to be a portable food item eaten by hand as a casual take-away snack. The words in the Advertisement are obviously a play on words referring to the nature of the product and the way it is intended to be eaten, and are used in an irreverent, light-hearted and humorous way. The word "balls" is innocuous and in widespread and common use in the Australian vernacular, as is the phrase "grab by the balls", and does not

offend Prevailing Community Standards. The Board found similarly in case number 0231/12, in which: The Board considered that the use of the term 'balls' is an accepted reference to men's genitals in Australia and would not be considered strong or obscene. Although the frequency of the reference increased the effect of the word, making it more sexually suggestive, the Board considered that the advertisement did not use strong or obscene language and determined that the advertisement did not breach Section 2.5 of the Code.

3.4 In any event, Red Rooster submits that the Advertisement does not feature any overtly sexual content, nor does it contain any words or images that are highly sexually suggestive or inappropriate for the relevant audience, any explicit sexual depictions, or any nudity or explicit pornographic words or images.

3.5 To the extent that the Board finds that the Advertisement contains sexual content, consistent with the Board's approach in other similar cases, Red Rooster submits that the Board should find that the Advertisement does treat sex, sexuality, and nudity with sensitivity to the relevant audience.

*3.6 For these reasons, Red Rooster submits that the Advertisement does not breach s 2.4 of the Code of Ethics.
Section 2.5*

3.7 Paragraph 2.5 of the Code of Ethics provides: Advertising or Marketing Communications shall only use language which is appropriate in the circumstances (including appropriate for the relevant audience and medium). Strong or obscene language shall be avoided.

3.8 As submitted above, the words in the Advertisement are a play on words, are used in an irreverent, light-hearted and humorous way, and are innocuous and in widespread and common use in the Australian vernacular such that they do not offend Prevailing Community Standards.

3.9 The Advertisement is appropriate for the relevant audience and medium, is unlikely to be understood by young children, and is not inappropriate for a broader audience.

3.10 For these reasons, Red Rooster submits that the Advertisement is not inappropriate in the circumstances, and that the Advertisement does not breach section 2.5 of the Code of Ethics.

The balance of Section 2

3.11 Red Rooster is asked to comment on the application of the balance of section 2 of the AANA Advertiser Code of Ethics to the Advertisement, as to which Red Rooster submits that:

(a) Section 2.1: The Advertisement does not portray people or depict material in a way that 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.

(b) Section 2.2: The Advertisement does not employ sexual appeal where images of minors, or people who appear to be minors are used (the Advertisement features no such images), nor in a matter that is exploitative and degrading of any individual or group of people.

(c) Section 2.3: The Advertisement does not present or portray violence.

(d) Section 2.6: The Advertisement does not depict material contrary to prevailing community standards on health and safety.

(e) Section 2.7: The Advertisement is clearly distinguishable as an advertisement to the relevant audience on account its medium, location, and subject-matter.

4. AANA Code for Advertising and marketing Communications to Children

4.1 The Advertisement is not primary directed to children.

4.2 On that basis, Red Rooster submits that the provisions of the AANA Code for Advertising and marketing Communications to Children do not apply to the Advertisement.

5. AANA Food and Beverages Marketing and Communications Code

5.1 Red Rooster is asked to comment on the application of the AANA Food and Beverages Marketing and Communications Code, as to which Red Rooster submits that:

(a) Section 2.1: The Advertisement is truthful and honest, is not misleading nor deceptive, does not otherwise contravene Prevailing Community Standards (as to which, please also see paragraph 3.3 above), and is communicated in a manner appropriate to the level of understanding of the target audience. The Advertisement makes no nutritional or health claims.

(b) Section 2.2: The Advertisement does not undermine the importance of healthy or active lifestyles or balanced diets, nor does it encourage excess consumption.

(c) Sections 2.3 and 2.4: The Advertisement makes no nutritional or health claims.

(d) Section 2.5: The Advertisement makes no consumer taste or preference claims.

(e) Section 2.6: The Advertisement makes no claims relating to the material characteristics of the product advertised.

(f) Section 2.7: This section does not apply. The Advertisement is in the form of a direct email.

(g) Section 2.8: The Advertisement does not portray the Mash & Gravy Balls advertised as being a meal substitute.

(h) Sections 2.9 and 3: Please refer to the submissions made in the preceding sections.

6. Conclusion

6.1 For the reasons above, Red Rooster submits that the complaint should be dismissed and no further action taken.

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 offensive, sexualised material which is not appropriate for children to see.

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

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 this outdoor advertisement features an image of Red Rooster’s Mash and Gravy Balls along with the text, “Grab hunger by the balls”.

The Board noted it had previously dismissed a complaint about the same advertisement when used in email format (0294/17) where:

“The Board noted that the phrase, “grab by the balls” is part of the common Australian vernacular meaning “to impress someone favourably” (Macquarie Dictionary) and considered that in the context of a depiction of a food product, clearly labelled as ‘Mash and Gravy Balls’ this phrase is intended to mean that your hunger will be impressed if you eat the advertised product.

The Board acknowledged that ‘balls’ is common vernacular reference to a man’s testicles but considered that the advertisement makes no reference to a man’s body parts, or to sexual activity, and in the context of a depiction of a food product shaped like balls, this use of the word ‘balls’ is not sexualised or inappropriate.”

The Board noted the current advertisement is outdoors which means the audience would be broader and would include children. Consistent with its previous determination, the Board acknowledged the possible innuendo in the advertisement regarding ‘balls’ but considered that the advertisement makes no reference to male body parts or to sexual activity and in the context of a ball-shaped food product the use of the phrase “Grab hunger by the balls” is not sexualised or inappropriate for the relevant broad audience.

The Board considered that the advertisement did treat the issue of sex, sexuality and nudity with sensitivity to the relevant audience which would include children and determined that the advertisement did not breach Section 2.4 of the Code.

The Board 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 (including appropriate for the relevant audience and medium). Strong or obscene language shall be avoided”.

The Board noted that the word ‘balls’ is a colloquial and accepted reference to a man’s testicles. The Board acknowledged that some members of the community may find the advertisement to be in poor taste but considered that, while it is possible to read a double

entendre reference in the phrase, “Grab hunger by the balls”, in the Board’s view the word is clearly contextualised by the spherical food on display and the description of the advertised product as ‘Mash and Gravy Balls’.

Consistent with a previous determination in case 0560/16, over the use of the term ‘balls’, and its recent determination in case 0294/17, the Board considered in this instance that the advertisement did not use strong or obscene language and the phrase, “Grab hunger by the balls” is not inappropriate in the circumstances.

The Board considered that the advertisement did not use strong, obscene or inappropriate language and determined that the advertisement did not breach Section 2.5 of the Code.

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