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ACN 084 452 666

# **Case Report**

0322/17

**Specsavers Pty Ltd** 

TV - Free to air

26/07/2017

Dismissed

**Professional Service** 

- 1 Case Number
- 2 Advertiser
- 3 Product
- 4 Type of Advertisement / media
- 5 Date of Determination
- 6 **DETERMINATION**

**ISSUES RAISED** 

2.1 - Discrimination or Vilification Gender

## **DESCRIPTION OF THE ADVERTISEMENT**

A man and a woman are on a beach surrounded by family and friends, and a wedding celebrant is pronouncing them husband and wife. The bride lifts her veil and rather than leaning in to kiss her, the groom gets distracted by a billboard as he's spotted a fantastic deal - 50% off selected styles at Specsavers. He exclaims aloud: "Should've gone to Specsavers!" as all the guests gasp and rush off to go and buy glasses at half price. A female VO then talks through the sale, revealing included designer brands, as supers flick across the screen.

#### THE COMPLAINT

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

I understood the add meant that if the man had better eyesight (ie glasses) he would not have married the woman. - https://www.youtube.com/watch?v=bEZtpiSDqhc

#### THE ADVERTISER'S RESPONSE

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

Response to all parts of Section 2 of the AANA Code of Ethics ("Code")

## 2.1 – Discrimination or vilification

We do not believe there is any discrimination or vilification on the basis of gender in the advertisement. This is because no character in the advertisement is treated unfairly or less favourably than others. In addition, no character is humiliated, ridiculed, held in contempt or has hatred incited against them. We therefore believe that the advertisement complies with the Code in relation to Section 2.1.

The man in the advertisement is wearing glasses and becomes distracted by the billboard in the distance which advertises 50% off at Specsavers. He does not leave his bride to be or treat her negatively in anyway. In fact, no negative depiction is made of any character in the advertisement. Further, no character in the advertisement is portrayed as inferior to the other. The advertisement is intended to portray, what we believe, is a light-hearted and humorous situation given the bride and groom's guests all leave the ceremony to buy glasses at 50% off at Specsavers and leave the bride and groom standing there looking bewildered.

## 2.2 – Exploitative and degrading

We do not believe there is any exploitative and degrading content depicted in the commercial. We therefore believe that the advertisement complies with the Code in relation to Section 2.2.

## 2.3 – Violence

We do not believe there is any violence depicted in the commercial. We therefore believe that the advertisement complies with the Code in relation to Section 2.3.

## 2.4 – Sex, sexuality and nudity

We do not believe there is any sex, sexuality or nudity in the commercial. We therefore believe that the advertisement complies with the Code in relation to Section 2.4.

#### 2.5 – Language

We do not believe there is inappropriate language in the commercial. We therefore believe that the advertisement complies with the Code in relation to Section 2.5.

#### 2.6 – Health and Safety

We do not believe the commercial depicts material contrary to health and safety standards. We therefore believe that the advertisement complies with the Code in relation to Section 26.

# 2.7 – Distinguishable as advertising

We believe the commercial is clearly distinguishable as advertising and as a marketing communication because the Specsavers logo is clearly used and the advertising and marketing approach does not camouflage the fact that the advertisement is advertising. This is further enhanced by the fact that the billboard promotes 50% off at Specsavers for Specsavers product, being glasses. We therefore believe that the advertisement complies with the Code in relation to Section 2.7.

Advertising & Marketing Communications to Children Code We believe that the advertisement does not contravene the Advertising & Marketing Communications to Children Code as the advertisement is not directed primarily to Children.

Food & Beverages Advertising & Marketing Communications Code The Food and Beverages Advertising and Marketing Communications Code does not apply to the advertisement. The advertisement is not advertising Food or Beverage Products.

## 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 complainant's concerns that the advertisement suggests that if a man had better eyesight he would not marry his female fiancée.

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 this television advertisement features a couple being declared man and wife at a beach wedding when the man notices a billboard promoting a Specsavers' deal and instead of kissing his new wife he says he should have gone to Specsavers.

The Board noted that when the man says he should have gone to Specsavers he is looking at a billboard promotion and considered that his words are clearly in the context of the '50% off' deal being offered. The Board noted that the man is already wearing a pair of glasses and considered that the fact that he can read a billboard situated some distance away is strongly suggestive of his vision being perfect. The Board noted that after the man comments that he should have gone to Specsavers we see the congregation hurriedly leave en masse and considered that the fact that the man remains with his new wife, and the officiant, suggests that he is happy with his choice of bride. Overall the Board considered that the complainant's interpretation of the advertisement suggesting the man would not get married if he had better eyesight is an interpretation unlikely to be shared by the broader community.

The Board considered that the advertisement did not portray or depict material in a way which discriminates against or vilifies a person or section of the community on account of gender and determined that the advertisement did not breach Section 2.1 of the Code.

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