



Case Report

1	Case Number	0329/16
2	Advertiser	William Hill
3	Product	Gaming
4	Type of Advertisement / media	TV - Free to air
5	Date of Determination	10/08/2016
6	DETERMINATION	Dismissed

ISSUES RAISED

2.5 - Promise of winning State or imply a promise of winning

DESCRIPTION OF THE ADVERTISEMENT

A female presenter on screen starts to talk about a betting "special offer". A male then walks into the frame and queries whether the "special offer" is as special as a money back offer. The male then goes on to explain the offer and taps his mobile phone and the background changes to the "William Hill world" with screens showing racing and sports events.

THE COMPLAINT

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

I object because it 'infers' that you can't lose!! Gambling is a bad enough problem in this country without this but it's giving vulnerable people (and there are a lot of them) the idea that when you bet, you pretty much can't lose!

THE ADVERTISER'S RESPONSE

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

Based on the complaint the ASB has identified that the advertisement may have breached section 2.5 of the AANA Wagering Advertising & Marketing Communication Code (the Code) by directly or impliedly suggesting that winning will be a definite outcome of participating in wagering.

The complainant asserts that the advertisement infers that you cannot lose from gambling, giving vulnerable individuals the idea that “when you bet you pretty much can’t lose!”.

William Hill rejects the assertion that the advertisement infers or states that you cannot lose from wagering.

William Hill notes that the advertisement was part of a comparative advertising campaign to communicate that William Hill’s money back promotions differ from its competitor’s equivalent promotions in that William Hill awards such promotions with real money rather than bonus bets.

Money back promotions offered by William Hill result in the refund of client’s bet stake in specific circumstances where a bet loses, for example, place a bet on a horse and if your horse loses but runs second you get your stake refunded. It does not follow that the advertisements suggests clients cannot lose from wagering. In the previous example, only a client that placed a bet on the horse that ran second will have their stake refunded on that losing bet. It is not the case that all losing bets on the race are refunded.

William Hill further notes that the refund of a bet stake as a result of a money back offer does not amount to “winnings”. Rather “winnings” are amounts over paid out to a client over and above a client’s bet stake - also known as profit. Nowhere in the advertisement is there any statement or implication promising winnings as a result of wagering. Accordingly WHA submits that the advertisement does not breach section 2.5 of the Code, as it does not state or suggest that wagering will result in winnings.

We have reviewed the advertisement in light of the remaining provisions of sections of the Code and determine that the remaining sections of the Code do not apply to the advertisement.

William Hill submits that the complaint should be dismissed.

THE DETERMINATION

The Advertising Standards Board (“Board”) considered whether this advertisement breaches the AANA Wagering Advertising and Marketing Communication Code (‘Wagering Code’).

The Board noted the complainant’s concern that the advertisement infers that you can’t lose.

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

The Board noted that the advertiser is a company licensed in a State or Territory of Australia to provide wagering products or services to customers in Australia and that the product advertised is a wagering product or service and therefore the provisions of the Wagering Code apply.

As per the Wagering Code Practice Note:

“The Code applies to advertising and marketing communication for wagering products and

services provided by licensed operators in Australia. Wagering Product or Service relates to betting on horse races, harness races, greyhound races, or sporting events including electronic sports (competitive video gaming), as well as betting on a series of races or events. It also includes betting on an event, or a series of events, such as novelty events or other contingencies, for example royal baby names or award winners. In addition it includes betting on fantasy sport teams.”

In particular the Board considered section 2.5 of the Wagering Code which provides:

“Advertising or Marketing Communication for a Wagering Product or Service must not state or imply a promise of winning.”

The Board noted that the advertisement does not make a claim that you will win, but that you will get money back if you lose, if the bet meets the conditions of the promotion. The Board considered that the special offer of the money back does not amount to ‘winning’ or that you can’t lose, as there are conditions attached to the offer.

The Board noted the advertiser’s response that, “money back promotions offered by William Hill result in the refund of client’s bet stake in specific circumstances where a bet loses, for example, place a bet on a horse and if your horse loses but runs second you get your stake refunded. It does not follow that the advertisement suggests clients cannot lose from wagering. In the previous example, only a client that placed a bet on the horse that ran second will have their stake refunded on that losing bet. It is not the case that all losing bets on the race are refunded.”

The Board considered the comparative tone of the advertisement, highlighting their product against other ‘special offers’ and highlighting that the difference is that their special offer will refund cash rather than betting credits with roll-over conditions, which would appeal to those who understand the promotion. The Board considered that the advertisement did not infer that one cannot lose, as there are conditions attached, nor did the advertisement infer a promise of winning.

The Board determined that the advertisement did not breach Section 2.5 of the Wagering Code.

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