



**ADVERTISING
STANDARDS
BUREAU**

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Case Report

1	Case Number	0404/13
2	Advertiser	Everlast Trading
3	Product	Automotive
4	Type of Advertisement / media	Print
5	Date of Determination	27/11/2013
6	DETERMINATION	Dismissed

ISSUES RAISED

2.4 - Sex/sexuality/nudity S/S/N - general

DESCRIPTION OF THE ADVERTISEMENT

Image of a truck with a larger image of a woman in a white swimsuit superimposed over the top so the truck is positioned between her feet. The text reads, "Cover your load with Truck Tarps 1300 795 112".

Next to the image it reads, "WIN. Visit our new website for a chance to win trip to Las Vegas. www.everlasttrucktarps.com.au".

THE COMPLAINT

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

A woman in a swim suit is standing over a semi trailer truck - she has nothing to do with the product they are advertising. I am appalled that this sexist advertising is still going on.

THE ADVERTISER'S RESPONSE

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

The advertiser advised the ASB that they would not be submitting a response to the complaint.

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 depicts a woman in a swimsuit which has no relevance to the product being advertised and is sexist.

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 ...gender...'

The Board noted that the advertisement features an oversized image of a woman in a white swimsuit with a truck between her parted legs.

The Board noted the complainant’s concerns that the advertisement is sexist in its depiction of a woman in a swimsuit. The Board noted it had previously considered a similar complaint about a woman in a bikini advertising extension leads (0113/13) where:

“The Board noted that the image of the woman in her bikini does not have any relevance to a company which sells electrical leads. The Board noted that it is common practice for Advertisers to use eye catching images to attract the attention of the community and that many members of the community would prefer that images featuring women or men wearing little clothing were not used in such a manner. The Board considered however that the image of the woman does not of itself amount to an image which discriminates against or vilifies women.”

Consistent with its previous determination the Board considered that in this instance the use of a woman in a swimsuit does not of itself amount to an image which is discriminatory towards women.

The Board determined that the advertisement does not breach Section 2.1 of the Code.

The Board considered whether the advertisement was in breach of Section 2.2 of the Code. Section 2.2 of the Code states: “Advertising or marketing communications should not employ sexual appeal in a manner which is exploitative and degrading of any individual or group of people.”

The Board noted the complainant’s concerns that the woman has no relevance to the product advertised.

A minority of the Board considered that the depiction of the woman in her swimsuit with a truck positioned between her legs and the text, “Cover your load” amounts to an overall depiction which is exploitative and degrading.

The majority of the Board however considered that the use of the phrase, “Cover your load”

is relevant to the product advertised and that the overall image is not exploitative and degrading towards women.

Based on the above the Board determined that the advertisement did not breach Section 2.2 of the Code.

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 that the swimsuit the woman is wearing covers her private areas and is not sexy or revealing. The Board considered that the image was not inappropriate in the context of an advertisement which is used on faxes to businesses as the image is relatively mild and does treat the issue of sex, sexuality and nudity with sensitivity to the relevant audience.

The Board noted the double entendre of the phrase, “Cover your load” and considered that this phrase is relatively mild and is unlikely to be understood as a sexual reference by many people given the clear picture of a tarpaulin covering the truck.

Based on the above the Board considered that the advertisement did treat the issue of sex, sexuality and nudity with sensitivity to the relevant audience.

The Board determined that the advertisement did not breach Section 2.4 of the Code.

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