



Case Report

1	Case Number	0441/11
2	Advertiser	Ozkleen
3	Product	House goods/services
4	Type of Advertisement / media	TV
5	Date of Determination	23/11/2011
6	DETERMINATION	Dismissed

ISSUES RAISED

2.2 - Violence Other

DESCRIPTION OF THE ADVERTISEMENT

A male voiceover talks about the hazards of using bleach to clean (it is harmful to inhale, it discolours clothing etc) and we see a woman cleaning a shower, shoes, a book, a window ledge. The voiceover also says that chlorine was used in the war and we see black and white footage of trenches in the war.

THE COMPLAINT

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

*Stock footage from WW1 showing death caused by chlorine.
Offensive on many levels but particularly that it was 3.40 in the afternoon when small children are watching television.*

THE ADVERTISER'S RESPONSE

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

For the Mould Power campaign at this stage, we have only booked a short term campaign on the GO and GEM Network which will end this month. (November 2011)

Please note that the very brief war footage is only used in the 30 second version of the Mould Power TVC. I would estimate that approximately 3 seconds of war footage is shown before it is blocked by the Mould Power logo.

With the three seconds of footage, there are three scenes shown which in my opinion is not clear and hard to distinguish what the footage is showing.

I have viewed this TVC many times looking closely at a computer screen and I find it hard to believe that someone can be offended. I have seen TV ads for programs on the History Channel on Foxtel which I believe are ten times worse than the very brief footage shown in our commercial.

With the Mould Power product, this is the only chlorine free mould killer in the Australian retail market.

As you may know, chlorine is a hazardous chemical and is classified as a dangerous goods product.

With our reference to chlorine being used in war, this occurred in 1915.

The German Army used chlorine gas cylinders against the French Army at Ypres. Chlorine gas destroyed the respiratory organs of its victims.

The whole point of the Mould Power TVC is to highlight the dangers of chlorine and to educate the consumers that you can kill mould without using a toxic chemical that has been linked to cause all sorts of harmful health effects.

I do not believe that the Mould Power 30 second commercial breaches any points as shown in the AANA Code of Ethics.

THE DETERMINATION

The Advertising Standards Board (Board) considered whether this advertisement breaches Section 2 of the AANA Advertiser Code of Ethics (the "Code").

The Board noted complainant's concerns that the advertisement depicts war footage which is offensive, and that the advertisement was shown during times when children could be watching.

The Board noted that the issue of timing does not generally fall under its jurisdiction and is a matter for Free TV.

The Board noted Section 2.2 of the Code which requires that 'advertising or marketing communications not use violence unless it is appropriate in the context of the advertised product or service.'

The Board noted the advertisement is for a bleach free cleaning product and that when the voice over talks about the harm chlorine can cause, we see a brief flash of war footage.

The Board noted that the war footage is very fleeting when seen in the advertisement and it is not clear what is being shown. The Board noted the slight relevance of the use of chlorine in

the war and the fact that the advertised product does not contain chlorine and is therefore safer than traditional bleach cleaning products.

The Board considered that the advertisement does not depict violence and noted that whilst some members of the community could find the use of war footage in the advertisement to be in bad taste, the issue of taste does not fall under the provisions of the Code and is therefore out of the Board's remit.

The Board determined that the advertisement did not breach Section 2.2 of the Code.

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