



# Case Report

1	Case Number	0446/14
2	Advertiser	Expedia
3	Product	Travel
4	Type of Advertisement / media	TV - Pay
5	Date of Determination	12/11/2014
6	DETERMINATION	Dismissed

## ISSUES RAISED

2.1 - Discrimination or Vilification Lifestyle Choices

## DESCRIPTION OF THE ADVERTISEMENT

The advertisement utilises a mix of various hotel location stills and historical archive footage whilst a voiceover explains that you can book a hotel room now and pay later and that you can change your mind if you find a better room/hotel.

One of the reasons given for changing your mind is: "So if you find out your new wife Sue used to be your old mate Stu, you can give the honeymoon suite a miss and laugh about it later, much much later..."

## THE COMPLAINT

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

*There's a high level of transphobia in the ad when there's a section of it implying that a heterosexual male would leave his partner (and cancel their honeymoon) because they discovered they were transgendered. The manner that it was said it was highly comically-styled in order to appeal to the insensitive Australian market. It's not appropriate that we're still creating ads that laugh at a community of people.*

*Many Trans people are already mocked and ridiculed and there is no need for something in a hotel ad to make them feel the same way.  
It contains offensive transphobic material whereby a joke is made of transgendered people.*

## **THE ADVERTISER'S RESPONSE**

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

*We have considered the complaint and the advertisement in question in light of the provisions of the AANA Code of Ethics ("the Code").*

*We have carefully considered the Code, and have assessed its provisions against the content of this advertisement. We submit that the advertisement does not breach the Code on any of the grounds set out in the same.*

*Hotels.com believes that these assertions are incorrect and construe the message of the advertisement in ways that are not reasonable with proper reference to the actual content.*

*As the ASB is aware, section 2.1 of the Code precludes advertisements from containing content portrays "people or depicts 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 complainant asserts that the advertisement vilifies individuals on the basis of "Lifestyle Choices" which is not specifically covered by the Code. However, to the extent that the complaint may apply to or raise questions under the "sexual preference" or "gender" provisions of section 2.1 of the Code, the complaint is still equally invalid.*

*The message within the advertisement here has nothing whatsoever to do with any negative image of transsexuals or transgendered people, or any of the negative connotations attributed to the advertisement by the complainant, and there is nothing "transphobic" about the advertisement.*

*The meaning of the Closing Line is that if an individual was set to marry a woman named Sue, only to find out that Sue was an old friend whom they used to know as Stu, the individual may not want to continue with the wedding and then the honeymoon.*

*This does not indicate phobia of transsexuals or transgendered people (transphobia), homophobia, sexism or any other form of negative prejudice inherent in the advertisement. It merely indicates that if you found out your fiancée was an old friend, it would be a reasonable response to not want to carry on with the wedding; it does not follow that such a response is transphobic. There is nothing in the advertisement that implies or communicates that the reason to cancel the wedding is because transsexual or transgendered individuals are to be discriminated against or vilified, or that they deserve any less respect than anyone else.*

*Indeed, the two individuals in question are said to laugh about the whole issue together after the fact, indicating that they have remained good friends. There is no inference of discrimination, vilification or any other form of negative outcome or imputation regarding the trans-woman character.*

*The complainant also asserts that the advertisement perpetuates both the stereotype that “trans women will “trick” people (men) into relationships, and the attitude that trans-women are not women. Hotels.com does not agree with either of these stereotypes or attitudes. Hotels.com also believes that the vast majority of viewers of the advertisement would not agree with such stereotypes or attitudes, and nothing in the advertisement supports these stereotypes or perpetuates them in any way. There is no contention or implication in the advertisement that the trans-woman has “tricked” the individual into marrying them. Rather, the individual merely found out close to their wedding that the trans-woman was their old friend – something they both laughed about afterwards. The advertisement similarly does not contend or imply in any way that trans-women are not women, and this is certainly not Hotels.com’s view or position. Hotels.com is committed to fairness and respect for all individuals, regardless of their lifestyle choices, gender, race or sexual orientation.*

*We note that the advertisement was reviewed by Hotels.com’s legal advisors and approved by CAD prior to broadcast. It was classified by CAD with a ‘W’ rating and was aired in time slots that were appropriate for that rating.*

*On the basis of the above, we submit that the advertisement does not breach Provision 2.1 of the Code, on the grounds that it does not discriminate or vilify on any basis in the Code. We further submit that the advertisement does not breach any other provision of the Code*

## **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’ concern that the advertisement contains offensive trans-phobic material.

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 the advertisement features a voiceover explaining that you can book a hotel then change your mind and book somewhere else and that one of the reasons given for a change of mind is that you have found out that “your new wife Sue used to be your old mate Stu”.

The Board noted it had recently dismissed the advertisement on Free to Air television in case

0424/14 where:

“The Board noted the overall humorous tone of the advertisement and considered that the suggestion that your wife used to be a man is not presented in a negative manner but rather as a reason to not go ahead with a honeymoon option but to choose something else. The Board noted the suggestion that the man will be able laugh about the fact he has married his mate and considered that the implication is that the man is concerned about the fact it is his mate he has married rather than the fact his mate is transsexual . The Board acknowledged that there are negative stereotypes surrounding transsexual women but considered in this instance that the advertisement does not suggest that all transsexual women would want or try to trick a man in to a relationship and that the advertisement treats the issue of trans women in a manner which is not discriminatory or vilifying.”

Consistent with its previous determination the Board considered that in this instance the advertisement did not portray or depict material which discriminates against or vilifies a person on any account.

The Board 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 complaints.