



**Ad Standards** Community Panel  
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**AdStandards.com.au**

Advertising Standards Bureau Limited  
ACN 084 452 666

# Case Report

1	Case Number	0481/18
2	Advertiser	Domayne
3	Product	House Goods Services
4	Type of Advertisement / media	Print
5	Date of Determination	14/11/2018
6	DETERMINATION	Dismissed

## ISSUES RAISED

2.6 - Health and Safety Unsafe behaviour

## DESCRIPTION OF THE ADVERTISEMENT

The Advertisement is advertising the 'Hunter Single Bed with Trundle' and additional homewares products which are available for purchase from selected Domayne® Franchisees. The Advertisement includes one male toddler that is sitting on top of a Rubik's cube styled bench and pointing to bubbles which appear across half of the Advertisement. The Advertisement appears on page 8 of the Domayne® Kids Summer Launch Bedding Catalogue.

## THE COMPLAINT

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

*The picture on Page 8 shows a young boy sitting on top of a tallboy, blowing bubbles. The tallboy seems to be unanchored. If another child saw and copied this it could injure them. I contacted Domayne but their response was that the child in the picture was safe. I think the picture promotes unsafe use of the product.*  
<https://www.productsafety.gov.au/news/toppling-furniture-and-televisions-anchor-them-and-save-a-child-s-life>



## THE ADVERTISER'S RESPONSE

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

*Complaint Reference No. 0481/18*

*Domayne® Kids Summer Launch Bedding Catalogue (the Advertisement)  
AANA Advertiser Code of Ethics (Code)  
Advertising Standards Bureau Limited A.C.N. 084 452 666 (Ad Standards)*

*We refer to your letter dated 16 October 2018, enclosing the complaint received by Ad Standards regarding the Advertisement (Complaint) (Your Letter).*

*We note that:*

- (1) Generic Publications Pty Limited (GP Advertising) is a wholly owned subsidiary of Harvey Norman Holdings Limited (HNHL).*
- (2) HNHL and subsidiaries of HNHL own valuable intellectual property rights, including the trade mark Domayne® (Trade Mark).*
- (3) A subsidiary of HNHL (Franchisor) grants separate franchises to independent franchisees (Franchisees and each a Franchisee) to use certain intellectual property, including the Trade Mark, and to conduct the retail business of the Franchisee (Franchisee Business), pursuant to the terms of a franchise agreement.*
- (4) HNHL does not control, or have any ownership interest in, any Franchisee or the Franchisee Business of any Franchisee.*
- (5) Neither HNHL nor any subsidiary of HNHL (including GP Advertising), under any name or style including the words "Domayne®" supplies or offers to supply, in Australia, goods or services to consumers.*
- (6) A Franchisee purchases goods from suppliers and sells goods to the public from a physical or online store in the course of the Franchisee Business of that Franchisee.*
- (7) GP Advertising provides brand advertising for Franchisees.*
- (8) HNHL and subsidiaries of HNHL (including GP Advertising) take seriously the matters set out in Your Letter.*

*We now respond to your request for information as follows:*

### *A description of the Advertisement*

*The Advertisement is advertising the 'Hunter Single Bed with Trundle' (Hunter Bed) and additional homewares products which are available for purchase from selected Domayne® Franchisees.*

*The Advertisement includes:*

- (a) One (1) male toddler that is sitting on top of a Rubik's cube styled bench (Bench Element) and pointing to bubbles which appear across half of the Advertisement*



*(Toddler Scene);*

*(b) A children's style bedroom, including:*

*a. the Hunter Bed;*

*b. a paragraph titled 'dream HUNTER' which describes the features of the Hunter Bed;*

*c. a circular sign linking to the trundle feature of the Hunter Bed that includes the words 'PULL OUT TRUNDLE';*

*d. bed linen and homewares ('Moo Cow' and 'Cherry Tomato' novelty cushions, and 'Hex' pendant);*

*e. the price of the Hunter Bed; and*

*f. building blocks.*

*(c) The Advertisement appears on page 8 of the Domayne® Kids Summer Launch Bedding Catalogue (Catalogue), which Catalogue is published by GP Advertising for the Domayne® Franchisee, Ecomm Enterprises Pty Limited A.C.N. 145 985 600 (trading as Domayne Online®) (DM Online) from www.domayne.com.au (DM Online Website).*

*(d) The Catalogue Terms and Conditions of Sale (Catalogue Terms) state, among other things, that 'The goods described in this catalogue may not be on display or available at each Domayne Complex'.*

*(e) The Advertisement appeared in a digital version of the Catalogue on the DM Online Website from 5 October 2018 to 16 October 2018 (Digital Catalogue). The Advertisement was removed from the Digital Catalogue and replaced with another image on 16 October 2018.*

*(f) The Advertisement appeared in a printed version of the Catalogue which was published and distributed by GP Advertising to Domayne Franchisee stores and via other channels (including newspaper and letterbox distribution) from 5 October 2018 (Printed Catalogue). The Printed Catalogue is likely to be available to take or view in store at a Domayne® Franchisee store until 28 October 2018.*

#### *Comments in relation to the Complaint*

*GP Advertising provides the following responses to the Complaint, specifically addressing Section 2 of the Code:*

*(a) Section 2.1 of the Code (Discrimination or Vilification)*

*The Advertisement does not present or portray discrimination or vilification in any manner whatsoever, and GP Advertising does not consider that the Advertisement breaches Section 2.1 of the Code.*

*(b) Section 2.2 of the Code (Exploitative and degrading)*

*The Advertisement does not employ sexual appeal in any manner whatsoever, and GP Advertising does not consider that the Advertisement breaches Section 2.2 of the Code.*

*(c) Section 2.3 of the Code (Violence)*

*The Advertisement does not present or portray violence in any manner, and GP Advertising does not consider that the Advertisement breaches Section 2.3 of the*



Code.

*(d) Section 2.4 of the Code (Sex, sexuality and nudity)*

*The Advertisement does not reference sex, sexuality or nudity in any manner, and GP Advertising does not consider that the Advertisement breaches Section 2.4 of the Code.*

*(e) Section 2.5 of the Code (Language)*

*The Advertisement does not use any strong or obscene language, and GP Advertising considers that the language otherwise used in the Advertisement is appropriate in the circumstances for the relevant audience and medium.*

*GP Advertising does not consider that the Advertisement breaches Section 2.5 of the Code.*

*(f) Section 2.6 of the Code (Health and Safety)*

*GP Advertising acknowledges the complainants' concerns outlined in the Complaint that they believe the Advertisement depicts material that may be contrary to prevailing community standards on health and safety, and takes any complaint pertaining to the Advertisement's content seriously.*

*GP Advertising did not include the Toddler Scene to encourage unsafe use of household items and other related equipment, by children or otherwise. The Bench Element was included as a supporting prop to incorporate a "fun" component into the Toddler Scene. The Toddler Scene was staged and photographed under controlled conditions and the child was safe at all times during such staging and photography of the Toddler Scene.*

*For completeness, GP Advertising also notes that the Bench Element is not a product which is available for purchase from Domayne® Franchisees, as contemplated in the Terms.*

*In acknowledgement of the Complaint, GP Advertising and the Franchisor, recommended to DM Online that it remove the Advertisement from the Digital Catalogue. DM Online have confirmed that the Advertisement has been removed from the Digital Catalogue. The Printed Catalogue will be removed from circulation on 28 October 2018.*

*Furthermore, the Toddler Scene has since been removed from the database used by GP Advertising in creating brand advertising for Franchisees to ensure that the Advertisement is not used again.*

*(g) Section 2.7 of the Code (Distinguishable as Advertising)*

*The Advertisement is distinguishable as advertising.*

*(h) AANA Code for Advertising and Marketing Communications to Children (CAMCC)*

*The Advertisement, having regard to the theme, visuals and language used, is not directed primarily to "Children", as that term is defined in the CAMCC, and does not advertise a "Product", as that term is defined in the CAMCC.*



*Whilst the Advertisement advertises the Hunter Bed, which is primarily used by children, GP Advertising confirms that the Advertisement is targeted to the parents and/or guardians of children.*

*GP Advertising therefore does not consider that the CAMCC applies.*

*(i) AANA Food and Beverages Marketing and Communications Code (FBMCC)*

*The Advertisement does not include the marketing of food or beverages, that being the object of the FBMCC.*

*GP Advertising does not consider that the FVMCC applies.*

*Should you have any queries in relation to this letter, please do not hesitate to contact us.*

## **THE DETERMINATION**

The Ad Standards Community Panel (the Panel) considered whether this advertisement breaches Section 2 of the AANA Code of Ethics (the Code).

The Panel noted the complainant's concern that the advertisement features a child sitting on an unanchored set of tallboy drawers, which is unsafe.

The Panel viewed the advertisement and the advertiser's response.

The Panel considered whether the advertisement was in breach of Section 2.6 of the Code. Section 2.6 of the Code states: "Advertising or Marketing Communications shall not depict material contrary to Prevailing Community Standards on health and safety".

The Panel noted the complainant's concern that the advertisement featured a child sitting on a tallboy which appears to be unanchored, which is unsafe and such images may encourage other children to climb furniture.

The Panel noted that this print advertisement features an image of a young boy sitting on top of a Rubik's cube styled bench. The Panel also noted that this advertisement appeared in an online version of the catalogue available on the advertiser's website, though this version is not the subject of the complaint.

The Panel noted the advertiser's response that the Rubik's cube styled bench is not a tallboy as the complainant stated. The Panel also considered that the advertisement depicts the bench as being on wheels and therefore not able to be anchored.

The Panel considered that the style of the bench is such that a child would be unable to climb on top of it without assistance, and considered that the depiction of the child on top of it most likely indicates that an adult assisted him and he is therefore under



adult supervision.

The Panel acknowledged that there is significant community concern around furniture being anchored and children climbing on furniture, and considered that advertisers should endeavour to depict best practice for health and safety in regards to this.

The Panel noted the advertiser's response that they had taken steps to amend the online catalogue version of the advertisement upon receipt of the complaint with a different image of the boy sitting in front of the Rubik's cube styled bench, and that the print version of the advertisement would be discontinued from 28 October 2018.

The Panel considered that the advertisement did not depict material contrary to Prevailing Community Standards on health and safety. The Panel determined that the advertisement did not breach Section 2.6 of the Code.

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

