



Case Report

1	Case Number	0525/14
2	Advertiser	First Home Buyers Direct
3	Product	Professional Service
4	Type of Advertisement / media	Radio
5	Date of Determination	14/01/2015
6	DETERMINATION	Dismissed

ISSUES RAISED

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

DESCRIPTION OF THE ADVERTISEMENT

This radio advertisement features a male voiceover asking if you remember the first time you got laid and how much did it cost you? He then goes on to say that he and hundreds of his mates got laid for \$99,000 because he is a brick. He then goes on to say contact First Home Buyers Direct if it's your first time.

THE COMPLAINT

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

First Home Buyers Direct have created 2 ads recently, one is currently running in the place of the previous ad. Both focus on using a British voice with an Essex/London dialect and both focus on 'getting laid'. The voice reveals it's only talking about laying bricks, but the subtext is sexual. The main issue I have is that it is so overt that children would be directly aware of what is being suggested. The ads are aired throughout the day and at times when children will be around - school run/breakfast time in particular. The contents of the ad are a juvenile joke about 'getting laid' the first ad just saying how you can watch 'me and my brothers get laid for the first time' making the suggestion of prostitution. I was actually really surprised that this even got through the ASA in the first place. I've worked in advertising for over 12 years and find it really shocking. Please could you look into this

THE ADVERTISER'S RESPONSE

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

The two commercials in question use the same concept, that the “brick” as introduced in these ads is speaking in the first person. This allows the insinuation of being “laid”, as bricks are by a building company. It appears this is at the heart of the complaint.

These commercials also employ a voiceover that is designed to loosely imitate Russell Brand, a well-known English comedian. This character is renowned within the target audience of FHBD as an edgy and cheeky character to whom innuendo is no stranger. To that end these commercials have resonated well with the 18-39 year old 92.9 audience where they have aired for some 12 months now. They have only ever aired on 92.9.

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 concern that the advertisement features sexual innuendo which is not appropriate for children to hear.

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

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 this radio advertisement features a voice over that starts talking about the first time he got laid. The voice over then introduces himself as a brick. The ‘brick’ continues to talk about how much it could cost to build a home and to contact First Home Buyers Direct. The Board noted the complainants concerns that the sexual innuendo is apparent and that children hearing the advertisement would understand what is being suggested.

The Board noted that the term “laid” to “get laid” is a colloquial or informal meaning for having sex.

The Board noted that at the beginning of the advertisement the voice identifies himself as a brick and refers to how he and hundreds of his mates had been laid for \$99,000. The Board noted that there is a clear double meaning intended between “getting laid” ie: having sex and a brick being “laid” in order to build a home.

The Board noted that the advertisement was intended to be humorous and that the comical nature of a talking brick would appeal to children. The Board noted that the innuendo is of a sexual nature, however in the Board’s view, the double meaning is an adult concept and would not be understood by young children.

The Board considered that in the context of building homes, the double entendre was not inappropriate and 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 complaint.

