



## CASE REPORT

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| 1. Complaint reference number | 118/05                                       |
| 2. Advertiser                 | Toyota Motor Corp Aust Ltd (Camry)           |
| 3. Product                    | Vehicles                                     |
| 4. Type of advertisement      | TV   |
| 5. Nature of complaint        | Violence Other – section 2.2<br>FCAI - Other |
| 6. Date of determination      | Tuesday, 10 May 2005                         |
| 7. DETERMINATION              | Dismissed                                    |

## DESCRIPTION OF THE ADVERTISEMENT

This television advertisement opens with a scene that depicts a man walking down a dark city street. As he passes under the awning of a building, knives begin to fall from the sky like raindrops. The man begins running from underneath the awning out onto the city street dodging and ducking the knives that are falling from the sky. He is shown to jump over cars and run into the safety of an underground tunnel. He slows down momentarily before deciding to run out again into the street. When he enters the street he continues to dodge the knives and is also shown to roll under a parked car to find some temporary shelter. He begins running again and jumps onto the bonnet of another car. At this point, one knife catches the edge of his clothing and pins it to the bonnet of the car. As he tears the clothing away, the knives are shown to stop midair, all facing down. The man looks up to see what is happening. At this point, all the knives fall to the ground and there is momentary silence. The man then reaches to his right and pushes the shape of a car door out of the background against which he is set. The next scene shows the man stepping out of a black Toyota Camry. The tagline reads: 'Test your reflexes'.

## THE COMPLAINT

Comments which the complainant/s made regarding this advertisement included the following:

*"In one scene a knife goes through the roof of a vehicle. I found this worrying as it immediately struck me that young adults could easily simulate this ad by throwing knives out of windows in skyrises."*

*"I feel the commercial may very well trigger an unhealthy response in using/playing with knives, regardless of whether there was intent to injure someone or not. An even more worrying thought is that if a mentally unstable person was to see this commercial, I think it has the potential to influence them in a violent way."*

*"There is enough violence in this world without giving ideas to a minority of unstable people that may have been watching this commercial."*

## THE ADVERTISER'S RESPONSE

Comments which the advertiser made in response to the complaint/s regarding this advertisement included the following:

*"We were very careful to shoot the commercial in a way that was clearly fictitious. We acknowledge that the advertisement uses powerful imagery, but we were careful to construct it in such a way to make it clear that the hero is taking part in a game. On two separate occasions he runs out into the raining knives when he could have stayed under shelter."*

*“At the end of the commercial, the knives freeze in mid air, and the character steps out of his ‘virtual reality’ world, making the fact that he was involved in a game crystal clear.”*

*“We were also careful to show that the knives were clearly ‘raining down’ and were not being thrown by anyone or generated through any form of violence. The mere fact that it is ‘raining’ knives should be enough to assure viewers that this is self evidently a fictitious event.”*

*“We feel the imagery shown... is in no way violent or excessive. It is our view that the imagery portrayed is clearly linked to fantasy and self evident exaggeration and is well within acceptable creative boundaries.”*

## **THE DETERMINATION**

The Advertising Standards Board (“Board”) was required to determine whether the material before it was in breach of the Federal Chamber of Automotive Industries’ Advertising for Motor Vehicles Voluntary Code of Practice which came into effect on 1 July 2004 (the “FCAI Code”).

To come within the FCAI Code, the material being considered must be an “advertisement”. The FCAI Code defines an “advertisement” as follows:

*“...matter which is published or broadcast in all of Australia, or in a substantial section of Australia, for payment or other valuable consideration and which draws the attention of the public, or a segment of it, to a product, service, person, organisation or line of conduct in a manner calculated to promote or oppose directly or indirectly that product, service, person, organisation or line of conduct”.*

The Board decided that the material in question was broadcast or published in all of Australia or in a substantial section of Australia for payment or valuable consideration given that it was being broadcast on television in Australia .

The Board determined that the material draws the attention of the public or a segment of it to a “product” being a Toyota Camry “in a manner calculated to promote.... that product”. Having concluded that the material was an “advertisement” as defined by the FCAI Code, the Board then needed to determine whether that advertisement was for a “motor vehicle”. “Motor vehicle” is defined in the FCAI Code as meaning:

*“passenger vehicle; motorcycle; light commercial vehicle and off-road vehicle”.*

The Board determined that the Toyota Camry was a “Motor vehicle” as defined in the FCAI Code.

The Board determined that the material before it was an “advertisement for a motor vehicle” and therefore that the FCAI Code applied.

The Board then analysed specific sections of the FCAI Code and their application to the advertisement. The Board identified that clauses 2 (a) and 2(c) were relevant in the circumstances. The Board had to consider whether these clauses of the Code had been breached. The Board first considered whether clause 2(a) of the FCAI Code had been breached. In order to breach clause 2(a) of the FCAI Code, the driving depicted must be:

*“unsafe driving, including reckless and menacing driving that would breach any Commonwealth law... if such driving were to occur on a road or road related area...”*

The Board formed the view clause 2(a) had not been breached. The Board noted that the advertisement did not depict any driving.

The Board then considered whether clause 2(c) of the FCAI Code had been breached. In order to breach clause 2(c), the driving practices depicted must:

*“... if they were to take place on a road or road related area, breach any Commonwealth Law ...”*

The Board formed the view that clause 2(c) had not been breached. Similar to clause 2(a), the Board formed the view that no driving practices were being depicted and, as such, there was no breach of this clause of the FCAI Code.

On the above basis, the Board confirmed its view and held that the material before it did not constitute an advertisement in breach of clauses 2(a) or 2(c) of the FCAI Code. The Board therefore dismissed the complaint.