



CASE REPORT

1. Complaint reference number	269/09
2. Advertiser	Gambit Group
3. Product	Telecommunications
4. Type of advertisement	TV
5. Nature of complaint	Discrimination or vilification Gender - section 2.1
6. Date of determination	Wednesday, 8 July 2009
7. DETERMINATION	Dismissed

DESCRIPTION OF THE ADVERTISEMENT

This television advertisement opens on a young woman taking a phone call. We cut to two young men walking along a street. One of them is talking to the girl, ending their relationship. A graphic appears on screen: “1800 no credit/ 1800 66 2733, www.1800nocredit.com.au”. The boy happily tells his friend that his former girlfriend paid for the call since he called 1800 no credit which is a reverse charge service. The other boy enjoys this fact, and the first boy then calls his mother using the same number since he requires a lift. The first boy explains the system to his friend and the advertisement closes with him saying “1800 no credit – Life’s complicated, this isn’t”.

THE COMPLAINT

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

*It teaches immoral social behaviour to young people as it shows that it is socially acceptable to not only break up with a girlfriend over the phone but that it is alright to brag about taking advantage of the situation by making her pay for the call.
Advertisement fine print does not say that the recipient has a chance to refuse to pay for the call. Nor is there prior warning of the caller's ID.
While the terms and conditions are supposedly outlined on their Internet website, the impulse would be to use the service then worry about the consequences later. It is advertised at a time when many very young children would be watching TV.*

THE ADVERTISER’S RESPONSE

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

In relation to the complaint itself, we would like to make the following comments:

- 1. We had no intention of condoning or promoting ‘immoral’ behaviour. Our primary goal was to make a comical, irreverent ad that would resonate and be memorable to the teen/youth market we are trying to reach. We strongly feel that the entire tone of the ad is one of humour, not one of ‘immorality’*
- 2. Whether one feels it is appropriate or not to do so, the fact is that many people do use phones to end their relationships.*
- 3. Fine print does say ‘Call charges paid by receiving party. For pricing, terms and conditions go to www.1800nocredit.com.au’. We are not aware of any obligation on us to inform people in the TVC that the recipient has the chance to refuse the call. This aspect of the service functionality is listed on our website. We believe that it is reasonable to assume that most people are familiar*

enough with reverse-charge phone services to know that the recipient has the option to accept or refuse calls made to them via such services. Regardless of this, we cannot see any questionable issue that is raised by us not including this bit of information in the ad, for as soon as someone does in fact use the service they learn that the person being called can refuse the call.

4. There is definitely prior warning of the person's id to the call recipient/payer. When a person initiates a call via our service they are asked to state their name. This is recorded by our service and subsequently played to the person receiving the call prior to them accepting it so that they can decide whether they want to accept the call or not.

5. We cannot be held responsible for users' 'impulses'

6. In relation to the ad being shown in a time slot where it is likely to be viewed by young children, we do not believe our ad contains any language or content that is inappropriate for young children. This would seem to be verified by the fact that CAD approved the spot for such time slots.

We hope this adequately responds to the issues raised by the complainant, and we hope that this review process results in our TVC being confirmed as not breaching any ethical standards.

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 teaches immoral behaviour.

The Board noted that concerns about the product and the information provided about call costs and the manner in which the product works are not matters within the Board's jurisdiction.

The Board viewed the advertisement and noted that the advertisement depicts a young man breaking up with his girlfriend. The Board considered that the advertisement does depict the young man behaving in a callous manner towards the girlfriend. However the Board considered that this treatment did not amount to discrimination against women and that it did not breach any provision of the Code.

Finding that the advertisement did not breach the Code on any grounds, the Board dismissed the complaint.