



CASE REPORT

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| 1. Complaint reference number | 402/06 |
| 2. Advertiser | Honda Australia Pty Ltd |
| 3. Product | Vehicles |
| 4. Type of advertisement | TV |
| 5. Nature of complaint | FCAI - Speeding |
| 6. Date of determination | Tuesday, 10 October 2006 |
| 7. DETERMINATION | Dismissed |

DESCRIPTION OF THE ADVERTISEMENT

This television advertisement is backed by the Andy William's recording of "The Impossible Dream" and features a man in a racing suit leaving a caravan and travels through "roads of time" on various historical Honda vehicles. As time progresses we see him advance through scenes on an old motorbike, and old model car, a convertible and a Formula One racing car. The final scenes show him driving a jet boar into water and emerging triumphant in a hot air balloon. A male voices over announces "I couldn't have done it better myself".

THE COMPLAINT

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

Driver of car progressively increases his speed until achieving his "dream" of the latest Honda model.

THE ADVERTISER'S RESPONSE

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

The commercial clearly falls within the spirit of the FCAI's express acknowledgement "that advertisers may make legitimate use of fantasy, humour, and self-evident exaggeration in creative ways in advertising for motor vehicles". More specifically, the cinematic style of the execution in terms of the panoramic landscape shots, the depiction of increasingly "over the top" driving scenarios culminating with the speed boat and finally, the hot air balloon ascending from the waterfall spume....make it clear to viewers that this is intended as an entirely fanciful, humorous, indulgent and extravagant bit of fun...

The commercial seeks to convey the idea that whilst some dreams may be grandiose and seemingly unrealistic, they can nevertheless provide powerful inspiration and motivation which in turn can translate into real life achievements and progress, hence "The Power of Dreams". We firmly believe that people generally view the commercial in the tongue in cheek way in which it is intended....the advertisement was awarded the Cannes Gold Lion.

Whilst the commercial does increase in intensity as the "dreams" become more fanciful, the driving being depicted is never unsafe or reckless or otherwise excessive. Moreover, with the exception of the obvious motorcycle and F1 race-driving scenarios, there is no suggestion that the driver is speeding. Rather he is very clearly in control of all the various Honda vehicles at all times.

The race-driving scenes fall squarely within Clause 3 of the FCAI Code which prescribes the way in which motor sport may be legitimately used...both the motor cycle racing scenes and the F1 racing scenes are clearly identifiable as part of a lawfully organised race or testing activity.

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 (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 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 published or broadcast 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 Honda vehicle, “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 various products shown in the advertisement were a “Motor vehicle” as defined in the FCAI Code. The Board then analysed specific sections of the FCAI Code and their application to the advertisement. The Board identified that clauses 2(a), 2(b) and 3(a) were relevant in the circumstances.

In making its decision, the Board referred to the Explanatory Notes to the FCAI Code. The Board referred in particular to the FCAI’s statement in the Explanatory Notes that:

”The FCAI supports a responsible approach to advertising for motor vehicles. While acknowledging the legitimate use of motor sport, fantasy, humour and self-evident exaggeration in creative ways, the FCAI asks advertisers to be mindful of the importance of road safety and to ensure that advertising for motor vehicles does not contradict or undermine efforts to achieve improved road safety outcomes in Australia.”

The Board viewed the advertisement and noted that the advertisement featured a mixture of scenes that featured driving of vehicles on everyday roads, natural environments and in racing/motorsport scenarios.

The Board noted that clauses 2(a) and 2(b) were relevant for those parts of the advertisement that featured vehicles on everyday roads and that section 3 was relevant to those parts of the advertisement that featured racing/motorsport scenes.

In order to breach clause 2(a), the driving practices depicted must be:

“obviously unsafe, including reckless and menacing driving to the extent that such practices would breach any Commonwealth law”

The Board determined that vehicles were not being driven in an unsafe, reckless or menacing manner where the vehicles were being driven on everyday roads.

In relation to clause 2(b) of the FCAI Code, the Board considered whether the driving depicted was speeds in excess of speed limits in the relevant jurisdiction in Australia in which the advertisement is published or broadcast.

The Board agreed that the speeds of the vehicles depicted were not excessive where they were on everyday roads.

In making its decision the Board also referred to section 3 for the code which says:

“advertisers may make use of scenes of motor sport; simulated motor sport; and vehicle-testing or proving in advertising, subject to the following:

(a) Such scenes should be clearly identifiable as part of an organised motor sport activity, or testing or proving activity, of a type for which a permit would normally be available in Australia .

(b) Any racing or competing vehicles depicted in motor sport scenes should be in clearly

identifiable racing livery.”

The Board noted that certain scenes depicted the driver of the vehicles on a race track, first on a motorcycle and then in a Formula One-style car. The Board noted that these scenes depicted the fastest speeds and that in both scenarios the scenes fell within the requirements of section 3 of the Code.

In relation to the motorcycle scenes, the Board noted that the motorcycle scenes showed a motorcycle being driven on what initially appears to be an open road, but in fact the driver was in a race, as evidenced by the banners hanging over the road. It was also noted that the driver was dressed in motorsport livery.

On the above basis, the Board held that the material before it did not constitute an advertisement in breach of clause 2(a), 2(b) or section 3 of the FCAI Code. The Board therefore dismissed the complaint.

The Board then considered whether the advertisement breached the AANA Code of Ethics (the Code). The Board noted that clause 2.6 of the Code does not apply to advertisements to which the FCAI Code applies. The Board noted that the image of the man going over waterfalls in a motorboat were a depiction of unsafe behaviour but that the man's subsequent rising to the sky in a hot air balloon from the depths of the waterfall were clearly fantasy scenes with 'over the top' depictions that in the Board's view, would not have contravened the Code.

The Board considered that the advertisement did not contravene the Code on any basis.