



CASE REPORT

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| 1. Complaint reference number | 466/06 |
| 2. Advertiser | Mazda Australia Pty Ltd (Zoom Zoom - Hot Property) |
| 3. Product | Vehicles |
| 4. Type of advertisement | TV |
| 5. Nature of complaint | FCAI - Speeding |
| 6. Date of determination | Tuesday, 12 December 2006 |
| 7. DETERMINATION | Dismissed |

DESCRIPTION OF THE ADVERTISEMENT

This television advertisement features a group of Mazda cars driving across and towards the camera. A male voiceover announces “For style, they’re on the money. For performance, they’re ahead of the pack. And all with Zoom-Zoom – making Mazda Hot Property”. A Mazda 2 Neo and Mazda 6 Classic Sedan are shown swerving across in front of the camera leaving fire-blazing tyre marks and followed by a trail of fire. The voiceover concludes “Hot Property means hot deals at your Mazda dealer right now!”

THE COMPLAINT

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

Voiceover used expression “Zoom Zoom” (Concise Oxford defines as “to move quickly”). Tyre tread marks on fire. High speed “merging”.

THE ADVERTISER’S RESPONSE

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

This particular commercial does not in fact use any real cars, not any actual driving footage. Instead we have taken 360 degree images of the relevant cars and in the TVC we move these images digitally around the screen in a choreographed way in time with our signature music. It is difficult to believe that anyone would picture the sequences shown as in any way signifying real driving, let alone being reckless or menacing. This is further reinforced by the fact that we have a completely neutral background graphic so there is no hint of any actual driving occurring on a real road.

There is also reference to the tyre treads showing flames. Again these are digitally generated and simply align with the retail message that Mazda cars are “Hot Property”.

The complainant defines the term “Zoom Zoom” to indicate a negative intent, but given that this has been included in all our advertising since 2001, I am not sure why that should suddenly be an issue 5 years later. We have a lot of research that shows a broad range of consumer interpretation for the term “Zoom Zoom”, but rarely does it indicate recklessness or menacing, but more commonly is associated with “fun to drive”.

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”).

The Board analysed specific sections of the FCAI Code and their application to the advertisement. The Board identified that clause 2(a) was the only section of the Code that might be relevant in the circumstances.

In order for clause 2(a) to be breached, the driving practices described in the advertisement must be:

“Obviously unsafe...including reckless and menacing driving to the extent that such practices would breach any Commonwealth law or the law of any State or Territory in the relevant jurisdiction in which the advertisement is published...”

The Board then proceeded to consider the content of the advertisement and came to the conclusion that the driving depicted was clearly choreographed and that the movement of the vehicles was so closely aligned that the vision was likely to be computer-generated. In viewing the image, the Board felt that nothing in the advertisement represented obviously unsafe driving practices.

On the above basis, the Board held that the material before it did not constitute an advertisement for a motor vehicle in breach of clause 2(a) of the FCAI Code. The Board dismissed the complaint.