

CASE REPORT

- | | |
|-------------------------------|---|
| 1. Complaint reference number | 58/05 |
| 2. Advertiser | GlaxoSmithKiline Australia Ltd (Ribena) |
| 3. Product | Food |
| 4. Type of advertisement | TV |
| 5. Nature of complaint | Advertising to Children Code – Safety – section 2.4 |
| 6. Date of determination | Tuesday, 12 April 2005 |
| 7. DETERMINATION | Dismissed |

DESCRIPTION OF THE ADVERTISEMENT

This television advertisement features a young boy drinking a glass of Ribena at the top of a waterslide. After drinking the glass of Ribena he dives into the waterslide and enters an animated fantasy sea-scape and swims around, exploring.

THE COMPLAINT

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

“The ad shows a small boy in the ocean talking and jumping around underwater. He doesn’t have a snorkel or floaties etc, and I think that this is very misleading to young children.”

“I fear that even one child is likely to copy this and drown.”

THE ADVERTISER’S RESPONSE

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

“...the child is transformed from the real world to an animated one after drinking Ribena... this dream sequence is reinforced by the fact that the child is woken from his daydreaming by a tap on the shoulder from his friend to who is waiting for his turn on the slide.”

“...we would argue that we have specifically addressed issues of safety and parental authority by meeting our obligations and depicting a parent in the TVC supervising the children throughout.”

THE DETERMINATION

The Advertising Standards Board (“Board”) was required to determine whether the material before it was in breach of the AANA Code for Advertising to Children (the “Code”).

To come within the Code, the material being considered must be an “advertisement”. The 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, organization or line of conduct in a manner calculated to promote or oppose directly or indirectly the product, service, person, organization or line of conduct.”

The Board decided that the material in question was published in all of Australia or 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 Ribena “in a manner calculated to promote... that product”. Having concluded that the material was an “advertisement” as defined by the Code, the Board then needed to determine whether that advertisement was for a “Product”. “Product is defined in the Code as meaning:

“goods, services and facilities which are targeted toward and have principal appeal to Children.”

“Children” are defined in the Code as meaning:

“14 years old or younger.”

Having regard to the fact that the talent used in the advertisement were young persons, the Board determined that Ribena is a “good” targeted towards and having principal appeal to Children. Then Board then needed to determine whether the advertisement was an “Advertisement to Children”. “Advertisements to Children” are defined in the Code to mean:

“...advertisements which, having regard to the theme, visuals and language used, are directed primarily towards Children and are for Product.”

Having regard to the animated visuals employed by the advertiser, the Board determined that the advertisement was clearly directed to children. The Board concluded that the advertisement was an Advertisement to Children and therefore one to which the Code applies.

The Board then analysed specific sections of the Code and their application to the advertisement. The Board identified that clauses 2.2.1(a) and 2.11.1 were relevant in the circumstances. In order to avoid a breach clause 2.2.1(a), advertisers must:

“not portray images or events which depict unsafe... situations which may encourage Children to engage in dangerous activities.”

The Board was of the view that clause 2.2.1(a) had not been breached. The Board noted that the scene was animated and did not represent a real life situation. The Board noted and accepted the advertiser’s comments that the dream sequence is reinforced by a tap on the shoulder from his friend who is waiting for his turn on the slide. The Board also accepted the advertiser’s comments that a parent was shown to supervise the children. The Board concluded that the events would not encourage children to engage in dangerous activities.

The Board then determined whether the advertisement breaches clause 2.11.1 of the Code. In order to comply with clause 2.11.1, the advertisement must:

“comply with the AANA Advertiser Code of Ethics.”

The Board therefore considered whether this advertisement breaches section 2 of the AANA Advertiser Code of Ethics.

The Board found that in the context of prevailing community standards the advertisement did not breach any of the provisions of the AANA Advertiser Code of Ethics.

On the above basis, the Board held that the material before it did not constitute an Advertisement in breach of the Code or the AANA Advertiser Code of Ethics.

Accordingly, the complaint was dismissed.