

Case Report

1. Case Number :	0183-23
2. Advertiser :	McDonald's Australia Limited
3. Product :	Food/Beverages
4. Type of Advertisement/Media :	Promotional Material
5. Date of Decision:	13-Sep-2023
6. Decision:	Upheld – Modified or discontinued

ISSUES RAISED

AANA Food and Beverages Code\3.4 Giveaway products/vouchers

DESCRIPTION OF ADVERTISEMENT



This advertisement is a Player of the Week voucher for a Happy Meal.

THE COMPLAINT

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

The Player of the Match Free Happy Meal Vouchers were given to all Mini Roo and Junior League players, who are all under 12 years old.

The voucher notes "must not be distributed to or redeemed by a child under 15 years", to cover their Food and Beverage Advertising Code rules, but they were supplied to a

Soccer Club - TAS United Football Club Toowoomba - that has 95% of their players under 12 years old.

McDonalds supplied them to hand out to all players.

THE ADVERTISER'S RESPONSE

Comments which the advertiser made in response to the complainant/s regarding this advertisement include the following:

Thank you for requesting a response to complaint number 0183-23 (Complaint).

We note that the Complaint has raised issues under the following codes of practice:

- *AANA Food and Beverages Advertising Code – section 3.4 Giveaway products/vouchers/cannot be given to children*

McDonald's takes its obligations seriously in respect of adherence to all the codes of practice administered by Ad Standards. McDonald's entirely refutes any suggestion in the complaint or otherwise that the Voucher breaches the Codes. Please see details below.

AANA Code of Food and Beverages Advertising Code:

Section 3.4 provides the following:

"Advertisers must not give to Children as awards or prizes Occasional Food or Beverage Products or vouchers that can be used for Occasional Food or Beverage Products."

In the current case, the complaint refers to a Voucher distributed to TAS United Football Club as part of a Player of the Week award. We submit that our Voucher does not breach section 3.4 on the following basis:

- *The Voucher contains a clear disclaimer that states "This voucher must not be distributed or redeemed by a child under 15 years" which means the Voucher is not for Children (as defined in the Code). Further, the Voucher does not contain cartoon imagery or language which directed to Children, so it is also clear that the Voucher is not intended for Children.*
- *McDonald's itself did not distribute the Voucher, it was provided to third-party sports clubs as part of our association with them with. It is at the discretion of the third-party sports clubs to distribute the vouchers amongst players, which include adult Men and Women's leagues. McDonald's has taken active steps to prevent the Voucher from being given to Children by having the clear disclaimer, hence McDonald's has not actively promoted or condoned advertising or marketing to Children.*
- *The Voucher depicts a Happy Meal bundle which consists of wholemeal chicken snack wrap, apple slices and Pop Tops water as the free Happy Meal offering for this Voucher. This Happy Meal bundle complies with the Food Standards Australia Nutrient Profile Scoring Criterion as published by*

Food Standards Australia New Zealand as the McDonald's Quality Assurance team has confirmed that each food item in the bundle meets the NPSC score of <4 and the beverage is <1, and therefore is not considered an Occasional Food and Beverage Product (as defined in the Code).

- *Another active step McDonald's has taken to prevent Occasional Food and Beverage Products from being redeemed by Children is that, in addition to the disclaimer, our restaurant staff only allows wholemeal chicken snack wrap, apple slices and Pop Tops water to be redeemed via the Voucher.*

Given the above, McDonald's has not breached AANA Food and Beverages Code section 3.4

AANA Advertising to Children Code

We note that for the reasons stated above, the voucher is not in breach of AANA Code for Advertising and Marketing Communications to Children.

AANA Environmental Claims Code

McDonald's does not believe the Voucher is in breach of this code.

AANA Code of Ethics

McDonald's does not believe the Voucher is in breach of the following parts of section 2 of the Code of Ethics:

- *2.1 – Discrimination or vilification;*
- *2.2 – Exploitative and degrading;*
- *2.3 – Violence;*
- *2.4 – Sex, sexuality and nudity;*
- *2.5 – Language;*
- *2.6 – Health and Safety; and*
- *2.7 – Distinguishable as advertising*

Conclusion

McDonald's concludes that the Voucher does not breach any of the codes. Therefore, McDonald's respectfully disagrees with the complaints and request that the Panel dismiss the complaint on this basis.

THE DECISION

The Ad Standards Community Panel (the Panel) considered whether this advertisement breaches the AANA Food and Beverages Advertising Code (the Food Code).

The Panel noted the complainant's concern that the advertisement was a voucher for a Happy Meal which was given to children.

The Panel viewed the advertisement and noted the advertiser's response.

The Panel noted that the product advertised is a food product and therefore the provisions of the Food Code apply.

3.4 Advertisers must not give to Children as awards or prizes Occasional Food or Beverage Products or vouchers that can be used for Occasional Food or Beverage Products.

The Panel noted the complainant's concern that the promotion was directed to children.

The Panel noted that section 3.4 of the Food Code does not require the advertisement to be directed primarily to children, only that Occasional Food or Beverage Products should not be given to children as awards or prizes.

The Panel noted the advertiser's response that the voucher includes a statement that it cannot be redeemed by children under 15 years, and that once the voucher had been provided to a third-party sports club and it was up to them who the vouchers were distributed to.

The Panel noted that the TAS United Football Club is a school-based club that appears to mainly consist of children's teams (under 6s to under 17s), and does not have adult teams.

The Panel considered that a Happy Meal, which includes a toy, would be unlikely to be of interest to older children or teenagers and would be principally of interest to the younger children. The Panel noted that it may not have been the advertiser's intent for the voucher to be distributed to under 15-year-olds, but considered the combination of the age of most of the club members and the promotion of a Happy Meal meant that it was highly likely this voucher would be given to people under 15. The Panel considered that the advertiser had control over what was being promoted on the voucher and which clubs the voucher would be given to. The Panel considered that the disclaimer was not enough to prevent this voucher from being distributed to children.

The Panel then noted the advertiser's response that their restaurant staff only allow wholemeal chicken snack wraps, apple slices and Pop Tops water (which are not occasional food or beverage products) to be redeemed via the Voucher. The Panel noted that the healthier choice option was printed on the voucher, but there was no wording which specified that the voucher could only be redeemed for this purpose. The Panel considered there was nothing on the voucher to alert staff at the restaurants that the voucher could only be used for this meal, and nothing which communicated this to the person redeeming the voucher. The Panel considered that a person who received this voucher would have an expectation that it could be redeemed for any Happy Meal, and not just the meal pictured.

The Panel considered that if the voucher was specifically for the healthier choice option, and this was communicated with a statement such as, “Can only be redeemed for pictured meal”, then the provisions of this code would not apply and the voucher could be distributed to children.

Overall, the Panel considered that the voucher was distributed to a club with mainly children’s teams, was for a product which was primarily of appeal to children, and did not specify that it could only be used for the healthier choice option, and these elements combined meant that the voucher for occasional food or beverage products was given to a child.

3.4 Conclusion

The Panel determined that the voucher for Occasional Food or Beverage Products were given directly to children as an award or prize and, therefore, the advertisement was in breach of Section 3.4 of the Food Code.

Conclusion

Finding that the advertisement was in breach of Section 3.4 of the Food Code the Panel upheld the complaint.

THE ADVERTISER’S RESPONSE TO DECISION

At McDonald’s we take our responsibility as an advertiser very seriously. We adhere to McDonald’s Marketing to Children policy as well as the Advertising Codes set by the Australian Association of National Advertisers.

While we were disappointed with the outcome of the complaint, as the voucher was issued with an incorrect disclaimer, we respect the final decision from Ad Standards.

McDonald’s remains committed to ensuring compliance with AANA Advertising Codes and accordingly have discontinued the vouchers associated with the complaint.

Together with our franchisees, we contribute millions every year to community activities, events, sporting, and interest groups to help Aussies lead active lifestyles. Sports Award Happy Meal Vouchers are redeemable for our healthier options Happy Meal range only, in alignment with the AANA Advertising Codes.