

2016

Cross-Border Complaints
Quarterly Report no. 72
April - June

EASA

EASA - the European Advertising Standards Alliance is the single authoritative voice on advertising self-regulation. EASA promotes high ethical standards in commercial communications by means of effective self-regulation, for the benefit of consumers and business in Europe and beyond.

Effective advertising self-regulation helps ensure responsible advertising, meeting consumers' demand for honesty and transparency, regulators' demand for responsibility and engagement and businesses' demand for freedom to operate responsibly. EASA and its members have developed a robust and coherent system of advertising self-regulation that can respond effectively to new challenges.

EASA is not a Self-Regulatory Organisation (SRO) in itself, but acts as a co-ordination point for best practice in the implementation of self-regulation, as well as operational standards for its national SRO members. Part of EASA's role involves coordinating the cross-border complaint mechanism, EASA also collects and analyses top line statistical data on received and resolved complaints, as well as on copy advice requests and pre-clearance from its SRO members each year.

EASA was set up in 1992 to represent national self-regulatory organisations in Europe, in 2004 it developed into a partnership between national advertising SROs and organisations representing the advertising industry. Today, EASA is a network of 54 organisations committed to making sure advertising is legal, decent, honest and truthful. EASA's membership is made up of 38 SROs from Europe and beyond, and 16 advertising industry associations, including advertisers, agencies and the media. EASA is a not-for-profit organisation with a Brussels-based Secretariat. For further information please visit www.easa-alliance.org.

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1 Key Findings

Scope

This report contains the details of 39 cross-border complaints about 33 advertisements coordinated by EASA's cross-border complaints system, adjudicated by local Self-Regulatory Organisations (SROs) and closed during the period from April to June 2016.

Issues

The issues complained about were misleading advertising (24 complaints), taste and decency (11 complaints) and social responsibility (4 complaints).

Media

The media involved were Digital Marketing Communications (26 complaints), Direct Marketing and Audio-Visual Media Services (6 complaints each) and Other (1 complaint).

Sectors

With regards to the different sectors complained about, the transport sector received the most cross-border complaints (9 complaints), followed by the leisure sector (6 complaints) and the electronic goods sector (5 complaints).

Countries concerned

The Dutch SRO (SRC) handled nine complaints, the UK SRO (ASA) handled seven complaints, the Irish SRO (ASAI) 5 complaints, the French SRO (ARPP) four complaints, the Spanish SRO (AUTOCONTROL) and the Belgian SRO (JEP) handled three complaints each, the Czech SRO (CRPR) and the Swedish SRO (Ro.) handled two complaints each, whereas SROs from Portugal (ICAP), Poland (Rada Reklamy), Austria (ÖWR) and Turkey (ROK) each handled one complaint¹.

¹ In cases involving EU member states, advertisements are required to comply with the rules in the country of origin of the media in which the advertisement appears or, in the case of direct mail, e-mail or Internet advertising, the country where the advertiser is based. Switzerland, as a non-member of the EU, requires advertisements addressed by Swiss-based advertisers to consumers in other countries to comply with the rules in those countries (country of destination). Consequently, in such cases, the self-regulatory organisation (SRO) in the complainant's country assesses the complaint on the basis of its own national rules before passing it to the Swiss SRO, which communicates the decision to the advertiser.

2 Complaints Resolved April – June 2016

Table 1: Complaints resolved per issue between April and June 2016

Issue	Advertiser complained about	Complaint N°	Page
Misleading Advertising	Booking.com BV	3036	p.5
	Booking.com BV	3069	p.5
	Paddy Power	3072	p.6
	Metem International BV	3078	p.6
	Etrawler Ltd.	3087	p.7
	Trademark and Patent Publications	3091	p.7
	Booking.com BV	3100	p.7
	Latam Airlines Group	3102	p.7
	The Travel Gateway Ltd.	3104	p.8
	The Travel Gateway Ltd.	3105	p.8
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	The Travel Gateway Ltd.	3110	p.9
	The Travel Gateway Ltd.	3114	p.9
	Pegasus Airlines Inc.	3118	p.9
	Bol.com/NeoFloralie	3121	p.10
	Sony Mobile Communication AB	3122	p.10
	Our Life	3123	p.10
	Tap Portugal	3129	p.10
	Pure Fragrance and Cosmetics Ltd.	3132	p.11
	Ideas Comfort	3137	p.11
	Move N See	3138	p.11
	Volkswagen Group UK Ltd.	3141	p.12
The Bradford Exchange	3145	p.12	
Supplies Distributor SA	3147	p.12	
Privacy and Data Protection			
Social Responsibility	EveryMatrix Software Ltd.	3047	p.14
	Social Point SL	3128	p.14
	Punto FA	3151	p.14
	Migrantenschreck GmbH	3153	p.14
Taste and Decency	Match.com	3082-4	p.16
	Suit Supply BV	3101	p.16

	Suit Supply BV	3117	p.16
	Paddy Power	3126	p.17
	Money Super Market	3133	p.17
	Photoshopcreative	3142	p.17
	Mixcloud	3143	p.17
	Imexso	3154	p.18
	Brasserie Saint-Lazare/Editions Andrasta	3157	p.18



2.1 Misleading Advertising

3036 Booking.com BV

Complaint from a UK competitor to the UK SRO, ASA, regarding an online advertisement on Booking.com BV, a Dutch website for hotel reservations. Booking.com BV was an online travel agent authorised by InterContinental Hotels Group (IHG) to distribute their rooms via its website. InterContinental Hotels Group challenged if discounts advertised on the website were misleading. The complainant argued that the prices were set by themselves, and therefore Booking.com could not advertise any discount on top of that. Moreover, the complainant objected to the comparisons made as not realistic, the discount as not explained, and also unsubstantiated. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Following contacts with SRC, the advertiser replied that Booking.com was free to promote its service by way of percentage discount and crossed-out prices and the use of crossed-out prices was not prohibited. The advertiser stated that Booking.com provided full transparency on the discount and cross out rate through a mouse over, which was an acceptable and customary way to explain how the discount and the cross out rate were calculated. In fact, the question mark clearly indicated that there was more information available which became through a louse over. After investigation the SRC's Committee judged that there was no suggestion to be found that the advertiser gave the "discount" (itself) or decided the price of a room, while the price of a room on a certain date was in fact determined by IHG. Moreover, the SRC's Committee noted that on the web site there was the following statement "This discount is based on prices currently being quoted by the hotel for a 30-day window around your check-in date. To ensure we are making a comparison, we always use the same booking conditions (meal plan, cancellation policy and room type)". Thus, the SCR's Committee declared that it was sufficiently clear for the average consumer on what ground the discount was based. It referred to a difference in price compared to another date within this 30-day window around the check-in date. After review, the SRC's Committee did not find any violation of the SRC Code. **Complaint not upheld, case closed.**

3069 Booking.com BV

Complaint from a Spanish consumer to the Spanish SRO, AUTOCONTROL, regarding an online advertisement on Booking.com BV, a Dutch website for hotel reservations. The advertisement offered a room with the following phrase "there is one last room available". After renting the room the complainant realized that Booking.com were claiming again that there were another 3 last rooms available identical with the one he booked a few minutes before. Therefore, the complainant found the advertisement to be misleading because it created a sense of urgency that encourage bookings. As the advertiser was based in the Netherlands, the Irish SRO, ASAI, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After review, the Chairman ruled that the activities of Booking.com were not limited to the mere passing on of information from third parties. Booking.com had an independent commercial practice and this implied that Booking.com should be considered responsible with respect to the information displayed on its website. As far as complainant stated that within minutes of booking another 'last'

room on the hotel page showed up, defendant noted the complainant that this could be explained if another booking in the meantime was cancelled and a new room was available. The Chairman agreed with complainant that said circumstance was unlikely, but could not exclude that this could have been the result of a third-party cancellation, as stated by the defendant. There was insufficient evidence in this file to assume that defendant facilitated a system in which every time a 'last' room was booked, hotels systematically offered a new 'last' room on their website. Despite the fact that accommodations could decide to add rooms to the availability of the website, the Committee stated that the contested ad was not false on these grounds. However, considering the facts mentioned before it should be sufficiently clear to the user of the website that the scarcity of the offer was related to the availability as stated by the accommodation. The Chairman considered the advertisement contrary to the provisions in article 7 of the Dutch Advertising Code (Misleading Advertising). Furthermore, the Chairman dismissed the complaint without recommendation. **Complaint upheld, case closed.**

3072 Paddy Power

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on mobile app from Paddy Power, an Irish online betting platform. The ad stated "If one leg... lets you down, we will give you your money back as a free bet on football". The complainant objected that the advertising was misleading because one of his team lost but he was not refunded a free bet. He was told that he did not read the terms and conditions in which there was all the information for this offer, but the complainant argued that the terms and conditions were neither displayed nor referenced. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Following contacts with ASAI, the advertiser replied that the user journey on the mobile app used by the complainant (an older version) was not entirely clear because the terms and conditions for the offer were labelled on the face of the offer as "Details" as opposed to "T&Cs". The advertiser took responsibility for the ad and offered a free bet as a gesture of goodwill. **Complaint not pursued, case closed.**

3078 Metem International BV

Complaint from a UK member of the public to the UK SRO, ASA, regarding an email advertisement from Metem International BV, a Dutch company specializing in monocular. The ad for a mini monocular showed a man on the mountain and the insert was "1000m distance". The complainant bought the product and found that it was no better than an equivalent he already had. Therefore, the complainant objected that the image of the product and the claim were exaggerated and misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Following contacts with SRC, the advertiser replied that the information on his website was based on adequate tests and analysis of the products. After review the SRC's Jury did not think it was plausible that a product with stated specifications was truly capable of a magnification as showed by a combined image in the ad, which unequivocally suggested a much stronger magnification. The SRC's Jury stated that a challenged picture in the ad did not give the right information about the use of the product. The SRC's Jury concluded that the advertisement breached the rule 7 of the Dutch Advertising Code (Misleading Advertising). The advertiser was advised not to run the ad in its current form. **Complaint upheld, case closed.**

3087 Etrawler Ltd.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Etrawler Ltd., an Irish car rental company. The complainant booked a car hire, and upon receiving confirmation saw that the times entered were incorrect, and was subsequently told that the car company was not open after 9pm, thus objected that the website did not make this clear. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. After filling the complaint, ASAI's Committee considered that while the issue which the complainant raised in this instance appeared to have been a contractual issue, it has been resolved, in fact the advertiser explained to the complainant that they taking the steps to prevent it from happening in the future. The complainant was satisfied with the outcome and did not wish to pursue the investigation. **Complaint resolved informally, case closed.**

3091 Trademark and Patent Publications

Complaint from the UK consumer to the UK SRO, ASA, regarding a direct mail from Trademark and Patent Publications, a Polish company. The complainant objected that the mailing was misleading because it did not make clear that the letter was not an invoice. The complainant felt that the letter could be mistaken for an official invoice from the Intellectual Property Office. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Poland, the UK SRO, ASA, transferred the complaint to the Polish SRO, Rada Reklamy, under the cross-border procedure. After investigation, Rada Reklamy was not able to identify the advertiser because there was no full address provided. Under the circumstances, Rada Reklamy was not able to further investigate the complaint. **Complaint not pursued, case close.**

3100 Booking.com BV

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on Booking.com BV, a Dutch website for hotel reservations. The website stated "Subscribe for a 10% discount", but when the complainant tried to redeem this, he was told that he could not receive the discount. Therefore, the complainant found the advertising to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Following contacts with SRC, the advertiser replied that they took responsibility for the error and explained they undertook the commitment to amend the advertisement. **Complaint resolved informally, case closed.**

3102 Latam Airlines Group

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail advertisement from Latam Airlines Group, a Spanish airline company. The email stated "South America from £529 return (incl. taxes) Fly from March to May 2016", but when the complainant looked for flights on those dates at that price, he was unable to find any ticket for the price offered. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Spain, the UK SRO, ASA, transferred the complaint to the Spanish SRO, AUTOCONTROL, under the

cross-border procedure. Following contacts with AUTOCONTROL, the advertiser provided documents proving that, during the promoted period, the company offered flights on the indicated amount. After review the Jury concluded that the advertisement did not breach the principle of truthfulness set out in the Code of Advertising Practice of AUTOCONTROL. **Complaint not upheld, case closed.**

3104 The Travel Gateway Ltd.

Complaint from a competitor, Direct Ferries, to the UK SRO, ASA, regarding an online advertisement on the Travel Gateway Ltd.'s website, located in Sweden. The complainant noted that the website contained a headline stating "The World's Leading Ferry Website" and was concerned that it did not reference that this claim was based on a World Travel Award (rather than an objective measure of site size or reach) and that the WTA award was a title they believed, a site *aferry* paid a fee to receive (rather than a meaningful award). Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Sweden, the UK SRO, ASA, transferred the complaint to the Swedish SRO, RO., under the cross-border procedure. Following the receipt of the complaint, RO. attempted to contact the complainant requesting additional information but he did not reply to any enquiry. In the circumstances, RO. was not able to further investigate the complaint. **Complaint not pursued, case closed.**

3105 The Travel Gateway Ltd.

Complaint from a competitor, Direct Ferries, to the UK SRO, ASA, regarding an online advertisement on the Travel Gateway Ltd.'s website, located in Ireland. The complainant noted that the website contained a headline stating "The World's Leading Ferry Website" and was concerned that it did not reference that this claim is based on a World Travel Award (rather objective measure of site size or reach) and that the WTA award was just a title, they believed, a site *aferry* website paid a fee to receive (rather than a meaningful award). Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Following contacts with ASAI, the complainant was asked to follow their competitor complaints procedure but the complainant did not respond to any enquiry. In the circumstances, ASAI was not able to further investigate the complaint. **Complaint not pursued, case closed.**

3107 The Travel Gateway Ltd.

Complaint from a competitor, Direct Ferries, to the UK SRO, ASA, regarding an online advertisement on the Travel Gateway Ltd.'s website, located in the Netherlands. The complainant noted that the website contained a headline stating "The World's Leading Ferry Website" and was concerned that it did not reference that this claim is based on a World Travel Award (rather objective measure of site size or reach) and that the WTA award was just a title, they believed, a site *aferry* website paid a fee to receive (rather than a meaningful award). Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After investigations, SRC noted that the advertiser seemed to be located

in the UK and under this circumstances, SRC was not able to further handle the complaint. **Complaint not pursued, case closed.**

3110 The Travel Gateway Ltd.

Complaint from a competitor, Direct Ferries, to the UK SRO, ASA, regarding an online advertisement on the Travel Gateway Ltd.'s website, located in France. The complainant noted that the website contained a headline stating "The World's Leading Ferry Website" and was concerned that it did not reference that this claim is based on a World Travel Award (rather objective measure of site size or reach) and that the WTA award was just a title, they believed, a site *aferry* website paid a fee to receive (rather than a meaningful award). Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. After investigations, ARPP noted that the ad seemed to be a "real" award, given out according to the vote of consumers, and not a paid-for award as the plaintiff thought it might be. **Complaint not upheld, case closed.**

3114 The Travel Gateway Ltd.

Complaint from a competitor, Direct Ferries, to the UK SRO, ASA, regarding an online advertisement on the Travel Gateway Ltd.'s website, located in Czech Republic The complainant noted that the website contained a headline stating "The World's Leading Ferry Website" and was concerned that it did not reference that this claim is based on a World Travel Award (rather objective measure of site size or reach) and that the WTA award was just a title, they believed, a site *aferry* website paid a fee to receive (rather than a meaningful award). Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Czech Republic, the UK SRO, ASA, transferred the complaint to the Czech SRO, CRPR, under the cross-border procedure. Following the receipt of the complaint, CRPR attempted to contact the advertiser requesting additional information, but the advertisers did not reply to any enquire. Under the circumstances, CRPR was not able to further investigate the complaint. **Complaint not pursued, case closed.**

3118 Pegasus Airlines Inc.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Pegasus Airlines Inc., a Turkish airline company. The website with information about Pegasus Flex Service (that allowed to change the date, time and routing of the flight) included the claim: "Pegasus Flex: The New Name of Unlimited Ticket Changes" and under the claim the ad explained that the consumers could change the time and route of their ticket without paying penalty fees, but only paying the price difference between the ticket flights. But when the complainant wanted to change her flight she was asked to pay more than difference between the ticket flights. Then the complainant called to the call-centre service and she was told that the additional payment has been taken for maintaining the "Flex" facility. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Turkey, the UK SRO, ASA, transferred the complaint to the Turkish SRO, ROK, under the cross-border procedure. Following contacts with ROK, the advertiser replied that the call-centre gave a false information

by explaining the fee difference. In fact the fee which was more than the price difference between the ticket flights, was due to the fuel surcharge and the terms and conditions about the fuel surcharge were explained under the section “General Rules”. After review, the ROK’s Jury considered the information given by the advertiser on the website not sufficient because if there were other fees that shall be paid by consumers in case of reservation changes and cancellations, the information about it was not provided at the page where the Flex Service was announced. In the circumstances the Jury uphold the complaint under Article 5 (Truthfulness) of the ICC Code. The advertiser was advised to make the necessary changes on the webpage in order not to create any omission. **Complaint upheld, case closed.**

3121 Bol.com/NeoFloralie

Complaint from a Belgian consumer to the Belgian SRO, JEP, regarding an online advertisement on Google from Bol.com/Neo Floralie, a Dutch company. The complainant argued that sponsored ad on Google for a dollhouse on sale on the advertiser’s website continued to show the price of 219.99€, even though the price on the advertiser’s website appeared to be 249.99€. Apparently the advertiser declined responsibility for the content of the sponsored ad. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in the Netherlands, the Belgian SRO, JEP, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. Following contacts with SRC, the advertiser offered a compensation to the complainant in order to resolve the complaint and to honour the relationship with the consumer. **Complaint resolved informally, case closed.**

3122 Sony Mobile Communications AB

Complaint from a UK member of the public to the UK SRO, ASA, regarding an online advertisement from Sony Mobile Communications AB, a Swedish company. The website stated the Sony Xperia was a high definition music player and the claimed to have «perfected stereo output”. The complainant objected that he was unable to select an appropriate volume level and the claim was misleading and could not have been substantiated. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Sweden, the UK SRO, ASA, transferred the complaint to the Swedish SRO, RO., under the cross-border procedure. After review, the RO. Committee decided to dismiss the complaint as this was the complainant’s own preference of sound level. **Complaint not pursued, case closed.**

3123 Our Life

Complaint from a Trading Standards in the UK, on behalf of one of their constituent, to the UK SRO, ASA, regarding direct mail from Our Life, a French company. The complainant objected that the mailing was misleading because it stated he has won, but he hasn’t received anything although he returned the documents and placed an order. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. After investigation, the Jury Secretary noted that the receiver was a winner “provided you respect the conditions described in the rules enclosed”. The claim was indicated in legible and readable characters, at several places in the ad. The rules of the game were clearly written out, in legible

and clear terms, and explained that it was only a selection for a draw. After review, the Jury Secretary did not find any violation of the ARPP Code. **Complaint not upheld, case closed.**

3129 Tap Portugal

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for TAP Portugal, a Portuguese airline company. The complainant chose a flight with the option “Executive” to ensure that he would not be charged if he cancelled. However, on the final booking page he noted that it showed a penalty for any changes. Therefore, the complainant found the advertising to be misleading. As the advertising was based in Portugal, the UK SRO, ASA, transferred the complaint to the Portuguese SRO, ICAP, under the cross-border procedure. After review, ICAP’s Jury deliberated that the TAP internet communication was misleading and ruled that it was in breach of articles 4 of the ICAP Code of Ethics. The advertiser was advised that its website divulcation should stop immediately, or should be amended in conformity with the rules of the ICAP’s Code. **Complaint upheld, case closed.**

3132 Pure Fragrance and Cosmetics Ltd.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Pure Fragrance and Cosmetics Ltd., a Czech cosmetics company. The complainant objected that the website had misleadingly inflated the Recommended Retail Price of the products, to exaggerate the savings claims. Therefore, the complainant found the advertising to be misleading. As the advertiser was based in Czech Republic, the UK SRO, ASA, transferred the complaint to the Czech SRO, CRPR, under the cross-border procedure. Following the receipt of the complaint, CRPR attempted to contact the advertiser requesting additional information, but the advertiser did not reply to any enquire. Under the circumstances, CRPR was not able to further investigate the complaint. **Complaint not pursued, case closed.**

3137 Ideas Comfort

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from Ideas Comfort, a Dutch company. The complainant objected that the direct mailing was misleading because it implied that he could choose between a tablet and a smartphone to receive with his order whereas the touchscreen device he received with his order was a touchscreen timer. Therefore, the complainant found the advertising to be misleading. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After investigations, SRC noted that advertiser has emphasized in various parts of the mailings that the consumer would receive a “touchscreen device” as a “Free Gift”. Only a few times, in small print and almost ‘hidden’ in the abundance of words, the consumer was informed about the fact that this touchscreen device was a touchscreen timer. The SRC’s Committee explained that this information hardly attracted the attention in comparison with the frequently emphasized statements about “the touchscreen tablet or smartphone” and the stickers and leaflets with images of the tablet and smartphone. The average consumer could therefore easily miss the fact that the promised touchscreen device was not the tablet or smartphone. In the circumstances the SRC’s Committee uphold the complaint under the article 7 (Misleading

Advertising) of the Dutch Advertising Code and recommended the advertiser to discontinue this way of advertising. **Complaint upheld, case closed.**

3138 Move N See

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for MOVE N See, a French company. The complainant objected the website was misleading because it stated that the delivery's availability would be no more than two months and all orders had to be pre-paid at time of order. The complainant ordered and paid, but the advertiser did not respect the delivery time. Therefore, the complainant found the advertising to be misleading. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. After investigations, ARPP noted that the website indicated, clearly and in a legible way, the delivery time. The advertisement was not considered to be misleading and no further action was taken. **Complaint not pursued, case closed.**

3141 Volkswagen Group UK Ltd.

Complaint from a UK consumer to the UK SRO, ASA, regarding a TV advertisement for Volkswagen Group UK Ltd, a UK company. The ad featured the Skoda old green logo badge. The complainant found this ad to be misleading because they understood the logo had not been available on new cars since 2012. As the ad was shown on a channel licensed from France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. After review, the French Jury noted that the use of the green logo did not breach the ARPP Code and was not misleading, even if all Skoda cars have changed green logo to a grey one. **Complaint not upheld, case closed.**

3145 The Bradford Exchange

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding a TV advertisement for The Bradford Exchange, a UK company specializing in money exchange. The ad, for a 1916 coin, stated price as €19.99 and it was an introductory offer reduced from €39.99. The complainant would ask for evidence that the full price was €39.99 and he challenged whether the claim could have been substantiated. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in UK, the Irish SRO, ASAI, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. Following contacts with ASA, the advertiser replied that the coin was available for €19.99 when one signed up to receive the 'The Easter Rising Centenary' Commemorative Collection. 'The Michael Collins Easter Rising Commemorative' was sold for €39.99 when it was bought individually. Under the circumstances, ASA was not able to further investigate the complaint. **Complaint not pursued, case closed.**

3147 Supplies Distributor SA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Supplies Distributor SA, a Belgian company. The complainant objected that the ad was misleading because it stated "Free Shipping Easy Returns", but when the complainant placed an order she was charged for shipping. Therefore, the complainant found the advertisement to be

misleading. As the advertiser was based in Belgium, the UK SRO, ASA, transferred the complaint to the Belgian SRO, JEP, under the cross-border procedure. After investigation, the Jury noted that on the right side of the advertiser's website the claim "Free Shipping Easy returns" was mentioned in a grey frame in a larger font size and that at the top of the site in a white bar, next to a pictogram of a truck, the following claim was mentioned "Free delivery on all orders over £ 100", but that there was no reference to this information at the location where the claim "Free Shipping" was made. The Jury was of the opinion that in this case the limitation to the isolated "Free Shipping" claim on the right side of the advertiser's website was not made sufficiently clear and that it was thus likely to mislead the average consumer regarding the exact scope of the claim. In the circumstances the Jury uphold the complaint under articles 3 and 5 of the Belgian Code. The advertiser was advised not to run the advertisement in its current form again.

Complaint upheld, case closed.

2.2 Privacy and Data Protection

No complaints have been received regarding the issue of Privacy and Data Protection in the period of Q2 (April – June) of the 2016.

2.3 Social Responsibility

3047 EveryMatrix Software Ltd.

Complaint from a UK consumer's organization, Gambling Reform and Society Perception, to the UK SRO, ASA, regarding an advertisement on the Irish airline company's (Ryanair) boarding pass. The complainant objected that the advertising, for an online casino was socially irresponsible to be placed on an infant boarding pass, as it could be seen by children. Therefore, the complainant found the advertisement to be against social responsibility rules. The casino company was based in Malta, where there wasn't an equivalent SRO to refer the case to, but the advertising was made in collaboration with Ryanair. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. Following the receipt of the complaint, ASAI did not find basis to handle the complaint under the Code. **Complaint not pursued, case closed.**

3128 Social Point SL

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertising for Social Point SL, a Spanish company. The ad was broadcasted in the mobile application of the game "Dragon City" (a children game) that promoted another game called "The Walking Dead: No Man's Land". The advertisement showed violent images, such as aggressive zombies, weapons and fight scenes where the characters cut heads off and some people died. The complainant stated that the graphic violent scenes were inappropriate to children to see. Therefore, the complainant found the advertising to be offensive. As the advertising was based in Spain, the UK SRO, ASA, transferred the complaint to the Spanish SRO, AUTOCONTROL, under the cross-border procedure. After review, the AUTOCONTROL's Jury concluded that the claimed advertisement breached the rule 28 (Children's protection) of the Code of Advertising Practice of AUTOCONTROL due to high violent content and impressive content images in an advertisement directed to children. **Complaint upheld, case closed.**

3151 Punto FA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement for Mango, a Spanish clothing company. The complainant objected that the model used was too thin and she seemed anorexic. Therefore, the complainant found the advertisement to be against social responsibility rules. As the advertiser was based in Spain, the UK SRO, ASA, transferred the complaint to the Spanish SRO, AUTOCONTROL, under the cross-border procedure. After review, the AUTOCONTROL's Jury explained that in the absence of legal rules setting up the size and the weight that should be the models in advertising, the complained advertisement did not breach the Spanish Code of Advertising Practice. The Jury understood that the model's body did not appear extremely thin to associate with unhealthy habits and much less with such a serious disease as anorexia. **Complaint not upheld, case closed.**

3153 Migrantenschreck GmbH

Complaint from a German consumer to the German SRO, DWR, regarding an online advertisement for Migrantenschreck GmbH, an Austrian company that sells weapons. The ad featured people who were probably refugees and the claim was “Terminal stop: civil war”. The complainant objected that the ad was offensive and it might have been noticed by children. Therefore, the complainant found the advertisement to be against social responsibility rules. As the advertiser was based in Austria, the German SRO, DWR, transferred the complaint to the Austrian SRO, ÖWR, under the cross-border procedure. After investigation, ÖWR discovered that the owner of the website was German and the website domain has been changed regularly, however it was not an Austrian website. ÖWR explained that this ad was not solely a matter of advertising, but a juridical issue. **Complaint transferred to appropriate authority, case closed.**

2.4 Taste and Decency

3082-4 Match.com

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding a TV advertisement for Match.com, a UK online company specialized in dating service. The complainant stated that the ad was high in sexual innuendo because it showed both heterosexual and homosexual couples kissing and being in bed together. Moreover, the complainant objected to the time of day the ad was shown at, before 6pm. Therefore the complainant found the advertisement to be offensive and indecent. As the advertiser was based in UK, the Irish SRO, ASAI, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. The UK SRO, ASA, received a large number of complaints about this ad, so put them to the independent ASA Council for their judgement. Whilst ASA acknowledged that some viewers might find the passionate manner in which the couples were kissing distasteful, they did not consider that it was likely to be seen as sexually explicit. ASA recognised that the ads were sexually suggestive, but concluded that they were unlikely to cause serious or widespread offence on the basis suggested. ASA therefore concluded there were no grounds to take any further action. **Complaint not upheld, case closed.**

3101 Suit Supply BV

Complaint from an Italian consumer to the Italian SRO, IAP, regarding an online and outdoor advertisement from Suit Supply BV, a Dutch company. The ad showed a man sitting on the transition between the collarbone and neck of a woman lying on her back. The man held his legs around the neck of the woman and touched her chin. The woman held her mouth wide open. The complainant stated that the ad portraying woman in an offensive and demeaning way. As the advertiser was based in the Netherlands, the Italian SRO, IAP, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After review, the SRC's Committee did not uphold the complaint with regard to the image. In this case, the assessment framework was Article 2 NRC as far as it concerned the requirement that advertising had to be consistent with the good taste and decency. The Committee has examined specific this provision to which no appeal was filed. The Board of Appeal applied this provision respecting the freedom of expression of Suit Supply. This principle implies that Suit Supply may be recommended to no longer create this type of advertising. **Complaint not upheld, case closed.**

3117 Suit Supply BV

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on Twitter from Suit Supply BV, a Dutch company. The complainant stated that the ad portraying woman in an offensive and demeaning way and the images were inappropriate to children to see. As the advertiser was based in the Netherlands, the UK SRO, ASA, transferred the complaint to the Dutch SRO, SRC, under the cross-border procedure. After review, the SRC's Committee did not uphold the complaint with regard to the image. In this case, the assessment framework was Article 2 NRC as far as it concerned the requirement that advertising had to be consistent with the good taste and decency. The Committee has examined specific this provision to which no

appeal was filed. The Board of Appeal applied this provision respecting the freedom of expression of Suit Supply. This principle implies that Suit Supply may be recommended to no longer create this type of advertising. **Complaint not upheld, case closed.**

3126 Paddy Power

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement from Paddy Power, an Irish online betting platform. The ad featured a cartoon depiction of Jesus and stated “An 82/1 Acca To Make Good Friday A Great One”, which the complainant felt was offensive and making fun of religion. Therefore, the complainant found the advertising to be offensive. As the advertiser was based in Ireland, the UK SRO, ASA, transferred the complaint to the Irish SRO, ASAI, under the cross-border procedure. After review, the ASAI’s Committee did not find evidence of offence; the advertisement was not considered to be offensive and no further action was taken. **Complaint not pursued, case closed.**

3133 Money Super Market

Complaint from an Irish consumer to the Irish SRO, ASAI, regarding a TV advertisement for Money Super Market, a UK company specialized in loans. The complainant stated that the ad was offensive because showed men and women dancing and making rude moves. Therefore, the complainant found the advertising to be offensive because it contained explicitly sexual content. As the advertiser was based in UK, the Irish SRO, ASAI, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. The UK SRO, ASA, received a large number of complaints about this ad so put it to the independent ASA Council. After review, while ASA acknowledged that some may find the theme of the ad distasteful, they considered that most viewers would interpret the ad as a fantastical and bizarre representation of characters and would understand the depiction of the men taking part in a dance off as being light-hearted and humorous. ASA considered that viewers would also understand that the characters were in competition with one another and each was trying to progressively dance better than their opponent, and we therefore considered the ad unlikely to cause serious or widespread offence. ASA therefore concluded there were no grounds to take any further action. **Complaint not upheld, case closed.**

3142 Photoshopcreative

Complaint from a German consumer to the German SRO, DWR, regarding an online advertisement for Photoshopcreative.co.uk, a website based in UK. The ad shown a half-naked woman with the claim “Bitch Please”. The complainant objected that the ad featured women constantly presented as sexual objects and denigrated to their body. Therefore, the complainant found the advertising to be offensive and denigrating for the portrayal of women’s body. As the advertiser was based in UK, the German SRO, DWR, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. After investigation, ASA explained that the ad appeared in the context of an individual’s Photoshop gallery and was likely to be interpreted as ‘editorial’ material rather than advertising. Under the circumstances, ASA could not handle the complaint. **Complaint out of remit, case closed.**

3143 Mixcloud

Complaint from a German consumer to the German SRO, DWR, regarding an online advertisement for Mixcloud, a social network website based in UK. The ad shown a half-naked woman with just the veil as a nun with the claim “InSein Radio – Masturbation Manipulation”. The complainant objected that the ad featured women constantly presented as sexual objects and denigrated to their body. Therefore, the complainant found the advertising to be offensive and discriminating of religious belief. As the advertiser was based in UK, the German SRO, DWR, transferred the complaint to the UK SRO, ASA, under the cross-border procedure. After investigation, ASA explained that the complaint was beyond the scope of the UK Advertising Codes because the Mixcloud material seemed to be curated by a private individual and was likely to be interpreted as ‘editorial’ material rather than advertising, especially as it was not selling a particular service or product. Under the circumstances, ASA could not handle the complaint. **Complaint out of remit, case closed.**

3154 Imexso

Complaint from a French consumer to the French SRO, ARPP, regarding an online advertisement for Imexso, a Belgian company. The complainant objected that the ad used images with a high sexual connotation. Therefore, the complainant found the advertisement to be sexist and degrading to the portrayal of women. As the advertiser was based in Belgium, the French SRO, ARPP, transferred the complaint to the Belgian SRO, JEP, under the cross-border procedure. After investigation, JEP noted that those images could be found in a selection of “heritage advertising” that were old advertising of the brand, in fact they were part of a print campaign of 2014. Under the circumstances, JEP could not handle the complaint. **Complaint out of remit, case closed.**

3157 Brasserie Saint-Lazare/Editions Andrasta

Complaint from a French consumer to the French SRO, ARPP, regarding an online advertisement on Facebook from Brasserie Saint-Lazare/Editions Andrasta, a Belgian brewery company. The ad featured a drawing that showed a naked witch on a broom. Therefore, the complainant found the advertisement to be too sexist and against taste and decency rules. As the advertiser was based in Belgium, the UK SRO, ASA, transferred the complaint to the Belgian SRO, JEP, under the cross-border procedure. After investigation, the Jury noted that the beer “La Wiccane” that was advertised on the Facebook page was brewed for the publisher “Editions Andastra” and was inspired by « Le Journal de campagne du Capitaine Crapaud », a series of fantasy books. The Jury also took account of the information provided by the author regarding sorcery and Wicca and more specifically the traditional representation of Wiccan sorceresses. The Jury noted that the depiction of the sorceress used for the ad was an illustration drawn from one of the volumes of the series. Taking into account the above context, the Jury was of the opinion that the visual was not of a sexist nature, nor contrary to taste and decency and did not infringe upon the dignity of women. However, the Jury noted that the Belgian responsible drinking message was missing from the Facebook page, so the Jury requested the advertiser to clearly mention this message. **Complaint not upheld, case closed.**

Annex A: How the EASA Cross-Border Complaints System Works

3 EASA Cross-Border Complaints System

EASA Cross-Border Complaints (CBC) system has been in operation since 1992. With the increase of media travelling across borders, the CBC system was established to provide people Complaint from a UK company to the UK SRO, ASA, regarding a direct mail from Net Company who wished to make complaints against advertising featured in media or by advertisers originating from outside their home territory with the same redress available to consumers within the country of origin of the media or advertiser. Since 1992, EASA has coordinated 3.216 cross-border complaints.

Basic Principles of EASA Cross-Border Complaints System

The first principle is the 'country of origin', a concept enshrined in EU law to facilitate the growth of the Single Market. With regards to the Cross-Border Complaints system, an advertisement must abide by the rules of the country where the media is based that features the advertisement. In the case of direct marketing or online advertising, however, the advertisement will generally be expected to follow the rules of the country where the advertiser is based. The second principle is 'mutual recognition'. By this principle, EASA members agree to accept advertisements which comply with the self-regulatory rules in the country of origin of the media or advertiser, even if those rules are not identical to their own.

Competent Body

Once the advertisement's 'country of origin' has been established, the complaint will be assigned to the local self-regulatory organisation (SRO). It is not possible to assign a complaint to more than one SRO.

Dealing with Cross-Border Complaints

The complainant may not initially realise that his or her complaint lies outside the competence of his or her national SRO. Hence, the complainant's first point of contact may be the local SRO. Once the SRO ascertains that a complaint is in fact a cross-border issue, it will first inform the complainant of the Cross-Border Complaints system and the measures that will be taken to handle the complaint. The complaint, along with any other relevant details, is then passed on to the relevant self-regulatory organisation (SRO) present in the country of origin of the media or the advertiser under investigation. The EASA Secretariat is included in all correspondence related to the case and will closely monitor its progress. Further, EASA may become involved in the process by, for instance, recommending the SRO to take certain actions, involving industry bodies where appropriate, and reporting on the outcome of cases once they have been closed.

Ad-Alerts

If an ad shows evidence of deliberate unethical, dishonest or criminal activity, the SRO will transfer the complaint to the relevant government authorities. In these circumstances, the EASA Secretariat may, after discussion with members involved, decide to issue an Ad-Alert, which notifies concerned parties of the advertisers' activities. Ad alerts are published on the EASA website: www.easa-alliance.org.

Publications

Closed cross-border complaints are reported quarterly and annually in CBC Reports, published on the EASA website: www.easa-alliance.org.

Outcomes of Complaints

Upheld

Complaints that are investigated by the SRO and adjudicated by the SRO jury are upheld if the jury decides that the marketing communication does breach the advertising codes. Subsequently the advertiser is asked to withdraw or change the advertisement to ensure it complies with the rules.

Not upheld

Complaints that are investigated by the SRO and adjudicated by the SRO jury are not upheld if the jury decides that the marketing communication does not breach the advertising codes. No further action is taken.

Not pursued/not investigated

A complaint is not pursued if the SRO considers that there is no basis for investigation (e.g. the concern of the complainant would not be shared by most people) and subsequently dismisses the complaint; or where not enough information was provided by the complainant or the requirements of complaint submission were not met.

Resolved informally

When a minor or clear-cut breach of the self-regulatory codes has been made, the SRO may decide to resolve the complaint informally, i.e. the marketer agrees to change or withdraw its marketing communication straight away.

Transferred to appropriate authority

For example, complaints that have been transferred to the appropriate legal backstop.

Out of remit

A complaint falls out of remit if either the complaint or the marketing communication falls outside the scope of the self-regulatory code (e.g. the complaint is about the product advertised and not the advertisement as such). However, the SRO might decide to forward the complaint to another complaint handling body for action.

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