

2016

Cross-Border Complaints
Quarterly Report no. 74
October - December

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 41 organisations committed to making sure advertising is legal, decent, honest and truthful. EASA's membership is made up of 27 SROs from Europe, and 14 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 32 cross-border complaints about 32 advertisements coordinated by EASA's cross-border complaints system, adjudicated by local Self-Regulatory Organisations (SROs) and closed during the period from October to December 2016.

Issues

The issues complained about were misleading advertising (29 complaints), taste and decency (2 complaints) and privacy and data protection (1 complaints).

Media

The media involved were Digital Marketing Communications (23 complaints) and Direct Marketing (9 complaints).

Sectors

With regards to the different sectors complained about, the leisure sector received the most cross-border complaints (13 complaints), followed by the transport service (7 complaints each), health and beauty sector (4 complaints) and electronic goods (4 complaints).

Countries concerned

The Dutch SRO (SRC) handled fourteen complaints; the French (ARPP) five; the Spanish (Autocontrol) three; Greece (SEE), Finish (LTL) and Lithuanian (LRB) handled two; Swedish (RO.), Irish (ASAI), Polish (RR) and Cyprus (CARO SROs each handled one CBC case¹.

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 October-December 2016

Table 1: Complaints resolved per issue between October and December 2016

Issue	Advertiser complained about	Complaint N°
Misleading Advertising	GamingGear-Giveaways	3071
	Devialt	3079
	EuroFlorist Europe BV	3092
	The Travel Gateway Ltd.	3108
	The Travel Gateway Ltd.	3111
	Booking.com	3148
	Vueling Airlines SA	3152
	SNCF	3158
	Accor SA / Le Club Accordhotels	3162
	Medical Life Studies Ltd.	3190
	Booking.com	3191
	Booking.com	3192
	Clic Plan/Emailing Network	3197
	Booking.com	3198
	Booking.com	3199
	Car Flexi.com	3200
	Uber BV	3204
	Uber BV	3205
	Booking.com	3208
	Booking.com	3209
	Booking.com	3210
	Booking.com	3211
	Finitro	3212
Our Life	3216	
G2A.com Ltd.	3222	
Onedirect Comunicaciones SL	3223	
Privacy and Data Protection	-	-
Social Responsibility	-	-
Taste and Decency	Rovio Entertainment Ltd.	3120
	Paddy Power	3131

2.1 Misleading Advertising

3071 GamingGear–Giveaways

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on twitter from GamingGear Giveaways, a Lithuanian company. The claim stated “to win our giveaways you should RT/Like all our tweets, and stay as active as possible”. The complainant challenged whether the competition was misleading because after winning a competition he was told to send his address, but had not heard anything back from the advertiser. He therefore believed the advertiser to be running a scam. As the advertiser was based in Lithuania, the UK SRO, ASA, transferred the complaint to the Lithuanian SRO, LRB, under the cross-border procedure. The advertiser did not respond to the multiple requests by the SRO and the SRO was not able to further investigate the case. **Complaint not pursued, case closed.**

3079 Devialt

Complaint from a UK member of the public to the UK SRO, ASA, regarding an online advertisement from Devialet, a French audio manufacture. The website detailed performance of speakers with the following claims: “no background noise” and “the best wireless speaker in the world”. The complainant challenges whether the claims were misleading and could be substantiated. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. **Complaint resolved informally, case closed**

3092 EuroFlorist Europe BV

Complaint from the UK consumer to the UK SRO, ASA, regarding an email advertisement for eFlorist.co.uk, operated by EuroFlorist Europe BV, a Dutch company. The complainant stated that the ad featured 5 star reviews at the bottom of the email, but upon visiting the Trustpilot website she found that the company had in fact received a lot of bad reviews. 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 complainant was asked to give more information but the complainant did not respond to any enquiry. Under the circumstances, SRC decided to close the case. **Complaint not pursued, case closed.**

3108 The Travel Gateway Ltd.

Complaint from Direct Ferries to the UK SRO, ASA, regarding an online advertisement on the The Travel Gateway Ltd.’s website, located in Lithuania. 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 than an objective measure of site size or reach) and that the WTA award was a title they believe A Ferry paid a fee to receive (rather than a meaningful award). Therefore the complainant found the advertisement to be misleading. As the media was based in Lithuania, the UK SRO, ASA, transferred the complaint

to the Lithuanian SRO, LRB, under the cross-border procedure. The advertiser did not respond to the multiple requests by the SRO and the SRO was not able to further investigate the case. **Complaint not pursued, case closed.**

3111 The Travel Gateway Ltd.

Complaint from Direct Ferries to the UK SRO, ASA, regarding an online advertisement on the The Travel Gateway Ltd.'s website, located in Finland. 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 than an objective measure of site size or reach) and that the WTA award was a title they believe A Ferry paid a fee to receive (rather than a meaningful award). Therefore the complainant found the advertisement to be misleading. As the media was based in Finland, the UK SRO, ASA, transferred the complaint to the Finnish SRO, LTL, under the cross-border procedure. The advertiser did not respond to the multiple requests by the SRO and the SRO was not able to further investigate the case. **Complaint not pursued, case closed.**

3148 Booking.com

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 advertised the Bull Hotel and stated "-80%" with the price of £500 crossed through and £102 displayed. The complainant understood that the most expensive room at the hotel was normally about £160 and the rooms never cost £500 a night. Therefore the complainant objected that the website misleadingly exaggerated the saving and found the website 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. The complainant objected to the expression "£500 £102 save 80%" in the advertisement, because according to her the price of the most expensive room in the 'Bull Hotel' is around £ 160 instead of the prize of £ 500 as mentioned in the advertisement. Dutch Advertising Code Committee has considered the complaint and came to the conclusion that this complaint cannot succeed. In the opinion of the Chairman Booking.com made sufficiently plausible that the hotel offered a room for the price of £ 500 on the checkout day that was viewed by the complainant, being on April 26 2016. It cannot be considered that Booking.com suggests a greater price advantage than was actually there. Therefore, based on what is mentioned above, the Chairman decided to dismiss the complaint. **Complaint not upheld, case closed.**

3152 Vueling Airlines SA

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement by Vueling Airlines SA, a Spanish airline company. The complainant objected that the claim "the earlier you buy the cheaper it will be" was misleading, because they purchased a ticket but later found out the price had in fact gone down. 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.

Vueling stated that in its website is specified that the price of the tickets depends on three factors: the chosen fare, how far in advance are the tickets bought and how full the plane is. According to

the documentation provided by the advertiser, in the air transport industry the price of the flight tickets depends on how full the plane is, which means that the fuller the plane is, the higher the prices are and vice versa. Furthermore, the advertiser stated that the questions made by the clients showed in its website are not considered as advertising

The Jury concluded that the complained advertisement did not breach the rule 14 of the Code of Advertising Practice of AUTOCONTROL since there was not any statement ensuring that the flight ticket was cheaper if it was bought in advance. The Jury, after analyzing the content of the website, could see that the complained advertisement also informed of the several factors which lead to the price of the flight tickets, namely the fare, the number of available seats and whether the tickets had been bought in advance. The Jury also understood that the complainant had not provided any evidence about the different prices of the flight tickets. **Complaint not upheld, case closed.**

3158 SNCF

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from SNCF, a French train transportation company. The email stated “Paris and beyond with Eurostar from £29”. The complainant objected that this was misleading because the price was for each way, as opposed to a return. 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 initial assessment ARPP communicated that the complaint was not in their remit because the Jury is competent to rule only on the content of an advertising and the issue concerned train tickets and the conditions in which consumer can exchange or refund them was a contractual matter and had to be seen at the light of the contract law. **Complaint not upheld, case closed.**

3162 Accor SA / Le Club Accorhotels

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from Accor SA/Le Club Accorhotels, a French travel company. The advertising offered double points and discounts of up to 20% which was valid for all car rentals for a period of 4 days or more. The complainant booked a vehicle during the last six months of 2015 but did not receive any points. He was told later that the check-out date needed to be between 1st September 2016 and 15 December 2016. The complainant objected this was misleading because the email did not make this clear. As the advertiser was based in France, the UK SRO, ASA, transferred the complaint to the French SRO, ARPP, under the cross-border procedure. **Complaint not pursued, case closed.**

3163 Rodeler Ltd.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement from Rodeler Ltd., a Cypriot company. The ad was featured in the online magazine “www.Globalfinance.news” after an article entitled “Mystery London Gold Supercar Owner revealed”. At the end of the article there was an ad with the link from 24option.com, a Cypriot online betting company. The complaint was three-fold. Firstly, the complainant objected the advertising was not clearly identified as advertising. Secondly, it did not portray reality: in fact you needed to win more than 50% of your bets in order to gain on binary option websites. Moreover,

the article did not portray stories of people who lost more than they gained. Thirdly, it promoted what effectively was gambling, it did not warn about addiction. Therefore the complainant found the advertisement to be misleading. As the advertiser was based in Cyprus, the UK SRO, ASA, transferred the complaint to the Cypriot SRO, CARO, under the cross-border procedure. CARO carefully reviewed the complaint and came to the conclusion that this is not an issue that falls within the provisions of ASC's self-regulatory Code. However, CARO recommend to contact the Canadian Anti-Fraud Centre who recently published, on their website, an Investment Scams Alert regarding Binary Options. **Complaint not pursued, case closed.**

3190 Medical Life Studies Ltd.

Complaint from a UK competitor to the UK SRO, ASA, regarding an online advertisement for Medical Life Studies Ltd., a Greek company. The complaint was two-fold. Firstly, the complainant objected that the following claims "Medical Life Studies Ltd. is the global leader in medical student recruitment and academic counselling", "Medical Life Studies is the head in medical student enrolment. Our company having many years of experience under our belt in securing induction seats in our partner Universities for our candidate students throughout the world into the most notable and affordable Medical Universities in Europe" and "Our fifteen years of experience in the field of Education Consultancy will reassure you a certain academic placement in our Affiliated Universities" were to be misleading and could be substantiated, because they did not believe that Medical Life Studies have been around for that long. Secondly, the complainant objected that the website was misleading because it stated that the address was in London, but they understood that was not true, and they objected that the website did not make the location clear. As the advertiser was based in the Greece, the UK SRO, ASA, transferred the complaint to the Greek SRO, SEE, under the cross-border procedure. As the advertiser was based in the Greece, the UK SRO, ASA, transferred the complaint to the Greek SRO, SEE, under the cross-border procedure. After multiple attempts to reach the advertiser the SEE concluded that it was not established in nor did effectively operate from Greece. Any further attempts to reach the advertiser elsewhere were not successful either. Under such circumstances the case could not be further investigated. Furthermore, during the time of the investigation the message of the website was modified. **Complaint not pursued, case closed.**

3191 Booking.com

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 complainant objected that the ad was misleading to state that breakfast was included when actually it did not provided. 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. The opinion of the Chairman of the Advertising Code Committee states that according to complainant the ad is misleading because it suggests that the statement above the "Standard Guest Room": "Breakfast included" is one of the features of the room. In fact it is one of the filters – apart from 'free cancellation' and 'non-refundable' – that can be selected while searching for a room. When one does not choose the filter 'breakfast included' (like complainant), the filter remains visible in the display and both rooms with and without breakfast included are shown. In the opinion of the Chairman it is not clear that "Breakfast included" is only shown as a

possibility to filter the searching results, and that one has to select the filter to apply it. By the way “Breakfast included” is displayed in the ad, the average consumer could easily relate it to the next mentioned “Standard Guest Room”, and he may wrongly presume that he is booking the room with breakfast included. For that reason the advertisement includes information that is unclear and violates the following articles of the Dutch Advertising Code:

8.2 All advertising including information that is unclear and which would consequently entice or may entice the average consumer to make a decision on a transaction which he would otherwise not have made, is considered to be misleading.

7. Advertising shall not be dishonest. (...) Misleading (...) advertising is considered to be (by any means) dishonest.

The Chairman therefore considers the advertisement to be contrary to article 7 of the Dutch Advertising Code and upholds the complaint. The Chairman recommends the advertiser to discontinue this way of advertising. **Complaint upheld, case closed.**

3192 Booking.com

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 complainant, who was a hotel owner and had his hotel advertised on Booking.com., said that the website was misleading when it stated “Pay at the property”, because he said that was not in fact possible and as a result of people being misled, they were receiving poor reviews. 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 message “Pay at the property” was the result of a bug in the system. This bug has been rectified and therefore the problem was solved. Under the circumstances, SRC decided to close the case. **Complaint resolved informally, case closed.**

3197 Clic Plan/Emailing Network

Complaint from a Dutch consumer to the Dutch SRO, SRC, regarding a direct email by Clic Plan/Emailing Network, a Spanish company. The complainant objected that, despite he opted-out, he continued to receive the newsletter from the advertiser. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Spain, the Dutch SRO, SRC, transferred the complaint to the Spanish SRO, AUTOCONTROL, under the cross-border procedure. Autocontrol has contacted the advertiser and he informed that SRO that the user was removed of all mailings from Clicplan at as from 17th September, 2016. From that moment, all electronic communications were stopped. Given the above, AUTOCONTROL considers that this Company commit to ceasing all his communications, so according to the rule 13.2 of the Rules of the Jury this complaint could be filed. **Complaint resolved informally, case closed..**

3198 Booking.com

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 complainant objected that the ad

described an outdoor pool but when the complainant arrived at the hotel, it turned out the pool was permanently covered by a steel structure. 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 the mentioned description and the pictures were provided by the hotel and not by Booking.com. Nevertheless, the advertiser removed all pictures for the swimming pool in question from its website and the hotel was advised for the future to show pictures of the swimming pool both with and without the cover and to add an explanation that the pool may be covered. Under the circumstance, SRC decided to close the case. **Complaint resolved informally, case closed.**

3199 Booking.com

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 complainant objected to the claim "It is 800 metres from town's ancient ruins" because the hotel was located 2.3 kilometres away and there was no public transport available. 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 the mentioned description was provided by the hotel and not by Booking.com. The advertiser stated that they believed the confusion could be due to the fact that the 800 metres referred to the aerial distance, whereas the 2.3 Km was the walking distance. The advertiser did not consider the description misleading but they amended the text by referring to how long it takes to get to the ruins by car rather than mentioning the actual distance. Under the circumstance, SRC decided to close the case. **Complaint resolved informally, case closed.**

3200 CarFlexi.com

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on CarFlexi.com, a Greek website for car rental service reservations. The complaint was two-fold. Firstly, the complainant objected the ad stated there was a "free cancellation" but the complainant was told this was not applicable 48 hours prior to the rental day. Secondly, the 'book' button did not confirm a booking, it only sent a request to various rental agencies and the request may not even be confirmed. Therefore, the complainant found the advertisement to be misleading. As the advertiser was based in Greece, the UK SRO, ASA, transferred the complaint to the Greek SRO, SEE, under the cross-border procedure. Following contacts with SEE, the advertiser replied that regarding the first issue (the claim "Free Cancellation") CAR FLEXI website offered different ways of paying for the booking: if the customer decided to cancel the booking, the prepayment will be refunded to his credit card, unless he cancelled less than 48 hours before the rental start. In this case the prepayment will be kept as administration fee. The advertiser also claimed that this was clearly mentioned in the terms and conditions which were visible to the customer and they assured to SEE that they would add this information to the last booking step as well. SEE advised the advertiser that the claim FREE CANCELLATION was misleading and therefore they should modify the claim adding that this did not apply if the consumer cancel 48 hours prior to rental day - since SEE considered this information important to the consumer. The advertiser opted to completely remove the claim from their website. Regarding the "Book now" button, the advertiser claimed

that this was a terminology which all websites were using, in order to make clear to the customer that the booking will be completed by clicking this button. They argued that it was not a request, since 99% of the rental companies they were cooperating with were connected straight to their system and they showed real time availability. This meant that by clicking the button "Book Now", one minute later the confirmation voucher will be sent to the customer, with all details in order to pick up the car. The Greek SRO considered the information provided by the advertising company sufficient regarding this issue and under the circumstance SEE decided not to proceed with any further formal investigation of the matter. **Complaint resolved informally, case closed.**

3204 Uber BV

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from Uber BV, a Dutch counterpart of an American transportation network company. The complainant objected the email's subject heading "ride free all Saturday" was misleading as he understood it was only applicable for rides between 11am to 6pm. 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. In the Adevrtiisng Code Committee's ruling it was stated that 1) this compalint should be considered on base of teh total text of the email, which makes clear that teh free offer does not apply all daym, but a part of Saturday; and because of that there is no reason t oconsider teh advertsiing as misleading; 2) the Chairman considers that the e-mail conatins ambiguous informatin about the moment of beginig of teh free offer. This is confusing for teh average consumer and thus in breach withj Art. 8.2b of teh SRC Code, which is prohibited by Art 7 of teh Code. Threfore the second patr of teh complaint is upheld and the first part is dismissed. Teh COMmittee recommends the advertise to discontinue this way of advertising. **Complaint Upheld, case closed.**

3205 Uber BV

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from Uber BV, a Dutch counterpart of an American transportation network company. The complainant objected the ad's claim "Free rides in Portsmouth Today. Uber rides on Tuesday in August are now free up to £10" was misleading as they understood a significant section of the city wasn't eligible for this promotion. 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 confirmed that a significant section of the City was not eligible for free rides, but in the ad the complainant has complained about this restriction was however not mentioned. The complainant was asked to provide to SRC a screenshot/print/mail that make clear that there were indeed restrictions to the offered promotion. In the absence of such evidence provided by the complainant, the SRC was not able to further investigate the case. **Complaint not pursued, case closed.**

3208 Booking.com

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 complainant objected that the claim

86% off was misleading as they did not believe the original hotel price was £1406. 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. The formal SRC response was given in the following manner: Since the Advertising Code Committee handled a similar complaint in CBC Booking.com Ref. A16-352895 (SRC Ref. 2016/00765), and Booking.com is no longer displaying these kind of advertisements for this hotel pursuant to the decision in this case, the complaint in CBC Booking.com Ref. A16-352863 (SRC Ref 2016/00893) will not be further handled and the case will be closed. **Complaint not pursued, case closed.**

3209 Booking.com

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 complainant objected the claim “Luxury Deal” was misleading, and it was a false representation of the hotel’s facilities, which were neither luxury nor 4 stars. The complainant also said the ad did not indicate that this hotel was a hostel. 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. The SRC Advertising Code Committee has considered the complaint. Summary of the opinion of the Advertising Code Committee

The question is whether the statements “YHA Stratford-upon-Avon” and “**** Luxury Deal” in the advertisement are misleading because, according to the complainant, the room was far from luxurious and appeared to be a room in a so-called hostel. Booking.com states the word “Luxury” in the advertisement is referring to the deal and means (according to Booking.com’s website) “outstanding value for money on the dates you have chosen”. Furthermore Booking.com states the accommodation is in fact referred to as a hostel on her website page where the accommodation is described. Booking.com states that her terms and conditions explain that the stars used for non-hotel accommodations (e.g. Bed & Breakfasts) do not correspond to the star ranking system as may be applicable to hotel accommodations.

1. With regard to the words “YHA Stratford-upon-Avon” the Committee finds it not self-evident the average consumer will know this abbreviation stands for “Youth Hostels Association”. This is even more so the case since the ad is (also) addressed to foreign customers, who will have less or no knowledge of English abbreviations. The Committee considers therefore that the abbreviation “YHA” (without further explanation) insufficiently points out the accommodation is a youth hostel.

2. In the well-known, regular star ranking system applicable to hotel accommodations (varying from 1 to 5 stars) 4 stars are used to indicate an accommodation is very comfortable or luxurious. The 4 stars in the ad will therefore give the average consumer the impression the YHA Stratford-upon-Avon is a 4-star accommodation according to the regular hotel ranking system. Since the 4 stars are immediately followed by the words “Luxury deal” this impression is enhanced: the average consumer will expect the ad concerns a luxurious accommodation and not a hostel.

3. Given the above, it is the opinion of the Committee that it is unclear that the words “Luxury deal” only refer to the price-quality ratio. In that respect the advertisement lacks essential

information with regard to the main characteristics of the accommodation and violates the following article of the Dutch Advertising Code:

8.4 (f) If the invitation to purchase in advertising relates to a distance contract or off premise contract,[...], the following essential information shall be provided in a clear and comprehensive manner: the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services.

4. The fact that advertiser explains in the general conditions that for other accommodations than hotels (eg bed and breakfasts) a different, own classification with stars is being used, does not alter this. The regular hotel rating is so common and well known that the average consumer will not expect that the 4 stars in the ad concern a different, alternative classification of the advertiser.

The decision: The Committee considers the advertisement to be contrary to article 8.4 (f) of the Dutch Advertising Code. The Committee recommends the advertiser to discontinue this way of advertising. **Complaint upheld, case closed.**

3210 Booking.com

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 complaint was two-fold. Firstly, the complainant objected the claim "Family Sudio (5 adults) with terrace. 2 single beds and 3 beds" was misleading because when they received the confirmation it said the room only had 1 bunk bed. Secondly, the complainant also felt pressured to book because the ad stated "Last Chance! There's only one apartment like this on our site!" in red writing. 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. The chairman of the Dutch Advertising Code Committee has considered the complaint. The judgment of the Chairman: 1) With regard to the number of persons who can stay overnight in the studio, the Chairman judges as follows. The studio is equipped with "2 single beds", which is confirmed by the symbols of two separate beds. In relation to the other beds the advertisement mentions "3 bunk beds", followed by a symbol of a bunk bed in which two people can sleep. This doesn't mean that 8 people can sleep in the studio. In the context of the entire advertisement (a studio for 5 people), it is clear enough that there are five sleeping places in the studio and not eight beds. By clicking on the "Room Type" this is confirmed as follows: "This apartment has 2 single beds and a set of bunk beds made up of a double bed and a single bed". The assumption that eight people could sleep in the studio, is therefore based on an incorrect explanation of the advertisement. The average consumer will not expect that eight people can stay overnight in a studio for 5 people. 2) With regard to the complaint that complainant felt under pressure because it was the only available room, the Chairman judges that the communication "Only [x] rooms left on our site" makes sufficiently clear that this message reflects the number of rooms on the website of Booking.com, and not necessarily corresponds to the number of available rooms in the hotel. The decision: Based on what is mentioned above, the Chairman shall dismiss the complaint (not upheld). **Complaint not upheld, case closed.**

3211 Booking.com

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 complainant objected the claim "5.4 miles from Stafford ST18 OBD, UK" was misleading as the Google search result showed a distance of 25.2 miles. 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. The Advertising Code Committee has considered the complaint. Summary of the opinion of the Advertising Code Committee

1. The Committee understands that advertiser does not consider the notification "5,4 miles from Stafford ST18OBD" an advertisement, since it contains factual information. The Committee judges the entire advertisement, where "advertising" is defined as: "any form of public and/or systematic direct or indirect commendation of goods, services and/or ideas by an advertiser or, either wholly or partly, on behalf of him, with or without the help of a third party. The solicitation of services is also defined as advertising." In the case in question hotel rooms are offered (in a hotel near a showground). According to the Committee this is manifestly "advertising". Therefore the advertisement can be reviewed for compliance to the Dutch Advertising Code.

2. Complainant states the distance mentioned in the advertisement is incorrect. Advertiser provides in exchange that the average consumer will understand that the mentioned 5,4 miles concern the distance 'as the crow flies' and not the travel distance. According to advertiser the distance 'as the crow flies' is the only workable method to calculate the distance, because using the travel distance would lead to confusion, due to its dependence on the means of transportation and the travel situation at a specific time.

3. This defence is not tenable. The average consumer will understand "5,4 miles from Stafford ST18OBD" as the travel distance (on a normal road) and not 'as the crow flies'. Since the advertisement specifically mentions this distance from the hotel to the showground, the Committee assumes that this distance is of essential importance for the average consumer in choosing his hotel. A short travel distance to the showground is assumed an advantage. It is up to Booking.com to explain clearly that the distance mentioned is 'as the crow flies'. In this case the travel distance from the hotel to the showground "Stafford ST18OBD" is 8.3 mile (as documents provide by complainant show) instead of the 5,4 mile 'as the crow flies' Booking.com states in her ad.

4. Given the above, it is the opinion of the Committee Booking.com has given no correct information about the distance mentioned in the ad. Furthermore, because the Committee is of the opinion that the average consumer could be prompted to take a transactional decision that he would not have taken otherwise, the ad is misleading and therefore unfair. For that reason the advertisement includes incorrect information in respect of advantages and violates the following articles of the Dutch Advertising Code:

8.2 (b) All advertising including incorrect information, or information that is unclear or ambiguous for the average consumer in respect of one or more elements as listed in points a to g hereunder, and which would consequently entice or may entice the average consumer to make a decision on a transaction which he would otherwise not have made, is considered to be misleading: (b) The most important features of the product, such as availability, advantages, [...].

7. Advertising shall not be dishonest. (...)Misleading (...) advertising is considered to be (by any means) dishonest.

5. De notification “Please note, actual travel distance may vary. Check the map for more details” (visible while moving the cursor over “5,4 miles”) does not change this deception. The average consumer will understand this remark so that the travel distance could (incidentally) be further due to e.g. detours caused by roadworks.

6. Moreover, usually the distance from a hotel to a specific location is equal to the distance from that location back to the hotel. In this case however, the travel distance from the hotel to the showground (by car) is 8.3 mile, while the way back to the hotel is significantly further: approximately 25 mile. The exact cause of this (rather large) difference in travel distance is not clear, but Booking.com failed to demonstrate or make plausible the occurrence of this difference is temporarily or incidental. Therefore the Committee assumes the regular travel distance from the showground to the hotel is (at least) 23,1 mile (as documents provided by complainant make clear).

7. The average consumer will expect the travel distance from the hotel to the showground and back to be equal. Since in this particular case this is not the matter, it is up to Booking.com to inform her consumers clearly about this unusual situation. According to the Committee Booking.com has lacked to do so. Therefore the Committee finds the advertisement (also) violates article 8.3 (c) of the Dutch Advertising Code. This article states:

8.3 (c) Advertising is also regarded as misleading if it entices or may entice the average consumer to make a decision on a transaction he would not otherwise have made. Misleading advertising includes: (c) omitting essential information, keeping information concealed, supplying information, in an unclear, incomprehensible, ambiguous way or supplying the information in an untimely fashion.

8. Furthermore the Committee is of the opinion that the average consumer could be prompted to take a transactional decision that he would not have taken otherwise, the ad is misleading and therefore unfair as meant in article 7 Dutch Advertising Code.

9. The notification “Please note, actual travel distance may vary. Check the map for more details” cannot resolve this deception.

10. Finally, this procedure cannot provide for the granting of compensation to the complainant. The decision: The Committee considers the advertisement to be contrary to article 7 of the Dutch Advertising Code. The Committee recommends the advertiser to discontinue this way of advertising. **Complaint upheld, case closed**

3212 Finitro

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on the Facebook page of Finitro.com, a Dutch company. The complainant objected the claim “Effective cure for Osteoarthritis. Smooth Painless Joints” was misleading and could be substantiated. The complainant said that the Finitro’s products did not have medical evidence to justify the claims, which were against EU laws and supposedly the law for the Netherlands. 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 amended the ad accordingly with Medicines & Healthcare products Regulatory Agency (MHRA). Under the circumstance, SRC decided to close the case. **Complaint resolved informally, case closed.**

3216 Our Life

Complaint from a UK consumer to the UK SRO, ASA, regarding a direct mail from Our Life, a French company. The complainant challenged whether the ad was misleading because it stated he has won but he never received the winnings of £15 500. 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 ARPP Secretary noted that all information were indicated in legible and readable characters in the conditions & rules enclosed to the offer, thus the receiver was a winner of prizes “subject to conditions & rules enclosed”. Those rules explained that it was only a selection for a draw. The ARPP Secretary considered that the ad was not in breach of the ARPP Code. **Complaint not pursued, case closed.**

3222 G2A.com Ltd.

Complaint from a UK consumer to the UK SRO, ASA, regarding an online advertisement on the G2A's website, a company based in Poland. The complainant, who signed up to the €1/month subscription, objected the ad was misleading as it failed to mention any potential taxes and extra fees. When the complainant asked for a list of the fees, the advertiser was unable to provide this and said it was different for each payment type and country. 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 noted that, apparently, the company was not based in Poland. Under the circumstances, Rada Reklamy was not able to handle the complaint. **Complaint not pursued, case closed.**

3223 Onedirect Comunicaciones SL

The complainant challenged whether the price and associated savings claims for the product were misleading and could be substantiated, because they understood that it had not previously been sold at the higher price of 199.00. 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. AUTOCONTROL has reviewed the documents but did not find any evidence submitted by the complainant. The usual evidence would be to submit any document (e.g. a copy of the website where the prices are stated) which proves the fact that the price of the items have not been actually subject to discount. In the absence of such evidence, the complaint could not be pursued. **Complaint not pursued, 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 Q4 (October to December) of the 2016.

2.3 Social Responsibility

No complaints have been received regarding the issue of social responsibility in the period of Q4 (October to December) of the 2016.

3120 Rovio Entertainment Ltd.

Complaint from a UK member of the public about an online advertisement from Rovio Entertainment Ltd., a Finnish company. The complainant objected that the ad was offensive because it showed pigs being blown up. Therefore the complainant found the advertisement to be offensive. As the advertiser was based in Finland, the UK SRO, ASA, transferred the complaint to the Finnish SRO, LTL, under the cross-border procedure. The advertiser did not respond to the multiple requests by the SRO and the SRO was not able to further investigate the case. **Complaint not pursued, case closed.**

3131 Paddy Power

Complaint from a UK consumer to the UK SRO, ASA, regarding an email advertisement for Paddy Power, an Irish online betting platform. The ad featured Pope Francesco who stated “I don’t think so, Pal. There’s no such things as the “old firm” anymore. Rangers died in 2012! Loooooooooooool!!!!” The complainant objected that the Facebook post stirred up trouble in Scotland and Ireland. He stated that the ad created sectarian hate and troubles which were much ingrained in Scottish culture. 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 Jury explained that, in cases of this kind, they initially considered if an advertisement offended the majority of people who see it or if it so deeply offended a minority that it was reasonable for their interests to prevail against the rights of the advertiser to freedom of expression. In fact, the ASAI’s Jury noted that the lack of complaints about this advertisement suggested that it was not causing serious or widespread offence. Though the number of complaints ASAI receive was only one of several factors that ASAI considered when dealing with a particular issue, it was a useful indicator of the response that an advertisement had provoked. In these circumstances the ASAI’s Jury did not consider that there was a case to be pursued under the Code. **Complaint not pursued, 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 over three thousand 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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