

**Advertising Standards Authority**

Broadcast Advertising  
Adjudications

13 April 2005



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**ADVERTISER: Golf TV Pro-Shop**

**BROADCASTER: Golf TV Pro-Shop**

**Date: 13 April 2005**

**Media: Television**

**No. of complaints: 1**

**COMPLAINT:**

Golf TV Pro-Shop advertised the Northwestern Pro Plus 10 Driver. It featured the factory producing the club and said that the "... largest legal driver played in America is made in America."

A viewer who bought the driver found that it was not made in America but China.

**ADJUDICATION:** Complaint upheld

Golf TV Pro-Shop explained that it originally believed the product was made in America. The reference to the manufacturing base in the advertising was simply thought to provide useful background information, as Northwestern Golf was not well known in the UK.

When the first shipment arrived after the broadcast was aired, Golf TV Pro-Shop found that parts of the club were made in China. It contacted Northwestern Golf, who explained that the normal US casting house had shut down, and the process had been switched to China. Golf TV Pro-Shop had not been told of this change. Although it did not think the comment in the advertising would materially mislead viewers into making a purchase, it edited the commercial to remove the references to being made in America. It pointed out that there was a six-week money back guarantee on the product if a customer was dissatisfied for any reason.

We acknowledged the swift action taken by Golf TV Pro-Shop to change the advertising. However, when it was first broadcast the commercial had been misleading and in breach of CAP (Broadcast) TV Advertising Standards Code Rule 5.1 (Misleading advertising).

**ADVERTISER:** MFI UK Ltd  
**AGENCY:** Publicis  
**Date:** 13 April 2005  
**Media:** Television

**No. of complaints:** 1

**COMPLAINT:**

An advertisement for an MFI sale claimed "20% off everything in store". On-screen text stated "minimum spend applies".

1. A viewer complained because when he visited the store, he was told the discount only applied to items costing over £99. He felt the advertisement did not make that clear.
2. We challenged whether the on-screen text in the advertisement contradicted the claim that the discount applied to everything in store.

**ADJUDICATION:**

The advertiser said the on-screen text "minimum spend applies" was commonly used within the industry. It said the 20% discount applied to all single or multiple items purchased by customers spending over £99, and added that that accounted for the vast majority of customer purchases at MFI. It said that during the promotion less than 2% of over 275,000 invoices processed were for less than a total value of £99. The agency pointed out that out of all these sales, only one complaint was made about the advertisement.

The BACC said the on-screen text in the advertisement made clear that a minimum spend applied. It felt that that adequately explained the condition attached to the offer.

1. Complaint not upheld

We felt the on-screen text in the advertisement made clear that a minimum spend applied to the offer. We did not therefore uphold the viewer's complaint.

2. Upheld

We noted that the 20% discount applied to the majority of sales at MFI. However, we believed that because the advertisement claimed the discount applied to everything in store, the on-screen text contradicted rather than qualified the claim. We therefore found the advertisement in breach of Rule 5.4.2 (Superimposed text) of the CAP (Broadcast) TV Advertising Standards Code. The advertisement must not be shown again in that form.

**ADVERTISER: Procter & Gamble UK**

**AGENCY: Saatchi & Saatchi**

**Date: 13 April 2005**

**Media: Television**

**No. of complaints: 5**

**COMPLAINT:**

A commercial for Head & Shoulders Sensitive offered a free sample of the shampoo by logging on to the Head & Shoulders website.

Viewers complained that when they logged on to the website, it said that the offer of a free sample had finished.

**ADJUDICATION: Complaints upheld**

The advertiser apologised to viewers who, after 11 February, logged on to the website to find the offer had closed. It explained that it had received an unprecedented demand for the free samples, which resulted in a shortfall before the television advertising campaign was due to finish.

The estimated number of samples had been based on previous similar campaigns. Although during November and December the take up had been as predicted, after the 21 January the demand was almost three times the expected level. The advertising was taken off-air on 13 February when the advertiser was alerted to the situation.

We expect advertisers to have sufficient stock to meet anticipated demand. We appreciated that towards the end of the offer the take-up was higher than previous campaigns. However, the commercial should have been removed when this increased demand indicated the possibility that orders might not be fulfilled before the television campaign finished. As the free Head & Shoulders sample was not available all the time the commercial was shown, the advertising breached CAP (Broadcast) TV Advertising Standards Code Rule 5.1 (Misleading advertising).

**ADVERTISER: Reckitt Benckiser**

**AGENCY: JWT**

**Date: 13 April 2005**

**Media: Television**

**No. of complaints: 26**

**COMPLAINT:**

An advertisement for a household cleaner featured a demonstration of what was said to be a lump of solid calcium rapidly dissolving in a tank containing the product. On-screen text indicated it would take 15 minutes for the calcium to dissolve. The presenter said "limescale is simply calcium that sticks. And if solid calcium dissolves this fast, imagine how Cillit Bang works on taps and sinks". Visuals showed limescale on a sink and taps being sprayed with the product. A cloth was used to wipe them clean and on-screen text indicated a spotless, gleaming surface could be achieved in 15 seconds. Visuals showed a demonstration in which a discoloured penny was held in a tank of the product. The presenter said "Look how it gets this old penny good as new". On-screen text indicated the discoloured coin would emerge shiny and clean within 15 seconds.

1. Twenty viewers felt that because limescale was made up of calcium compounds and was less reactive than calcium, it was misleading to claim "limescale is simply calcium that sticks" and to suggest the product would have the same effect on both. Some pointed out that calcium was so reactive it would dissolve as quickly in water as it did in Cillit Bang, so the demonstration gave a false impression of the product's efficacy.
2. One viewer objected that the advertisement portrayed the product as a fast fighting cleaner, which in his experience was not the case.
3. Five viewers believed it took longer than claimed to get a discoloured penny shiny and new looking.

We asked for substantiation to support claims that Cillit Bang would completely remove limescale from a sink in 15 seconds and get old pennies to look as good as new in the same amount of time.

**ADJUDICATION:**

The advertiser and agency said the demonstration showed the dissolution of calcium carbonate, not solid calcium. They felt the claims made in the voiceover over-simplified the chemistry, but said it was un-intentional and resulted from an error. They said they would amend the advertisement to make clear what substance was used in the demonstration. They said the ingredients of the product included an organic salt, which could be used to solublise metal salts and deposits such as limescale. They sent results from a

laboratory report detailing levels of calcium carbonate dissolution observed from marble cubes immersed in Cillit Bang for 15 seconds. They also sent before and after photographs of a penny which was immersed in Cillit Bang for 15 seconds.

The BACC sought an expert opinion before approving the advertisement. Its expert thought that although the claims about limescale were worded in a scientifically naive way, the limescale demonstration was fine. The BACC sent us a laboratory report detailing calcium carbonate dissolution observed from marble cubes immersed in Cillit Bang for one minute. Its expert said the marble cube test was a standard test for dissolving limescale. He felt the results showed Cillit Bang was good at dissolving limescale. The BACC did not send evidence to show the product would clean a discoloured penny in 15 seconds; however, its expert tested the product at home on a brass dish. The expert said the effect was dramatic so he was not concerned about the demonstration or claim.

#### 1. Complaint upheld

We noted the demonstration showed the dissolution of calcium carbonate, not calcium. Calcium carbonate would not have dissolved as quickly in water as in a tank of Cillit Bang. We agreed that the claims in the voiceover were oversimplified. We felt they misleadingly implied that Cillit Bang would have the same effect on limescale as on solid calcium, which would not be the case.

#### 2. Complaint not upheld

The BACC had not seen evidence to show how much calcium carbonate was dissolved from marble cubes after 15 seconds of immersion in Cillit Bang. However, at our request its expert reviewed the evidence submitted by the advertiser and agency to substantiate the claim. The expert believed the results showed that the product was sufficiently acidic to attack calcium carbonate quickly and in the way implied in the advertisement. Based on that advice, we accepted that the results substantiated the claim that Cillit Bang would effectively remove limescale in 15 seconds. We reminded the BACC that it is obliged to check the evidence it holds prior to broadcast.

#### 3. Complaint upheld

Before and after photographs were provided to support the discoloured penny demonstration. We advised this evidence was not adequate as the tests were not carried out in a controlled environment. New evidence was then produced and sent to the BACC's expert. We noted it had been obtained only after broadcast. The expert accepted that old coins did not come out looking brand new, but pointed out that the evidence showed the dipped half of each coin to be visibly brighter than the undipped half. We noted this. However, we remained of the view that this did not substantiate the claim that Cillit Bang would get old pennies to look as good as new in 15 seconds. The visuals clearly showed an old coin looking as shiny as new after it had been dipped in the product. We recognised that using the product on coins was unlikely to be what most viewers would use the product for. None the less, it was designed to give an impression of what the product could do and the evidence did not

support what was an exaggerated claim. We also reminded the BACC that it is obliged to see and check evidence to substantiate all claims prior to broadcast.

We found the advertising in breach of the CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising), 5.2.1 (Evidence) and 5.2.2 (Implications). The advertisement must not be shown again in that form.

**ADVERTISER:** Thomas Cook UK Ltd

**AGENCY:** TBWA\London

**Date:** 13 April 2005

**Media:** Television

**No. of complaints:** 1

**COMPLAINT:**

A commercial for Thomas Cook Price Watch said it "... could promise you won't find any holiday for less ..."

A viewer believed that the claim was misleading because superimposed text in the advertisement said "Certain holidays excluded."

**ADJUDICATION:** Complaint upheld

The Broadcast Advertising Clearance Centre (BACC) apologised that the text contradicted the claim. The error had occurred during the pre-Christmas rush and the installation of its new computer system. The advertising agency was now aware of the mistake and the commercial had been withdrawn.

The advertising breached CAP (Broadcast) TV Advertising Standards Code Rules 5.1 (Misleading advertising) and 5.4.2 (Superimposed text).

**ADVERTISER: Time Reverse Face Support**

**AGENCY:**

**Date: 13 April 2005**

**Media: Television**

**No. of complaints: 1**

**COMPLAINT:**

An infomercial broadcast on Ideal Vitality advertised a face product comprised of a cleanser, toner, moisturizer, an "Erase anti-wrinkle stick" and two elasticated face support bands. The salesperson's demonstration included how to apply the creams before placing the support bands vertically and horizontally around the face. The issues that concerned BCAP fell into five categories.

1. This related to a series of claims made about the efficacy of the product on wrinkles, for example:

"It's made specifically for the skin to physically help to iron out the lines, not just smooth them, not plump them, none of that silly stuff, but to physically iron them out and at the same time help to lift, firm and help to reshape your skin as it was in your youth."

"Erase Anti-wrinkle Stick ... on any line that you don't want on your skin, this is where you put Erase."

"Your cells, every time they renew, they simply take a copy of the lines and wrinkles that you have. And, as you age, the fine lines get deeper and deeper. Once you apply the Time Reverse bands and that cream, it actually straightens out the skin and so, when the new cells come up, they are actually straight instead of crooked ... It's like straightening crooked teeth"

"It's a non surgical face lift ... gives dramatic results."

"The results are cumulative."

"You get instant gratification, a great boost of elasticity"

"We are going to help to lift, firm and sculpt physically with these bands all of the contours of the face and the neck"

"Once I've applied it, a very wonderful thing is transforming, a biological natural moisture lock film is actually developing on the skin, it's not tightening, what it does is simply protect it and keep the water from evaporating. It's this film that then fuses with the bands and then together they make a smoothing effect."

"The goal is to help to dramatically diminish the fine lines and wrinkles and at the same time we want to help prevent them from coming back in the future."

"This is something tangible. When you iron a shirt the wrinkles are seen instantly to disappear and this is the similar effect ...I know it does it because it does it for me".

"Most skin care actually only gives a temporary effect, as soon as you stop using it, it stops working for you whereas the Time Reverse is actually helping

you develop anti-aging habits" (because the support bands restrict facial expressions).

"Everyone that uses it gets amazing results."

"The more wrinkles you've got, the more dramatic results you're going to get."

"The skin got smoother and smoother ... not only did it actually help to physically get rid of some of the lines there but, at the same time, it helped to relax the muscles that were inside there so he got rid of that cross look"

"Support that skin back up ... 15 to 20 minutes a day."

"It's a natural non-surgical alternative to face lifts, to any kind of invasiveness"

"You look 20 years younger."

2. The claim "We wanted to give you active ingredients such as centella asiatica which is 300 times more powerful than aloe vera"

3. The presenter and salesperson then looked at a series of "Before" and "After" photographs and said "look at all those very deep lines ...after six months, I want you to take a look at the results ...Take a look at that before" "totally ironed" "now look, look at the difference after." "These are a medical clinical study supervised by an actual clinic that's independent of our skin care, these are not retouched photos".

4. There was also a "call-in" segment containing testimonials. One woman said the product helped her breathe better when sleeping as it opened the airways; another believed that she had reduced her "chins" from three to one partly because of Time Reverse. (She said the rest was due to weight loss). A third claimed that she had never found any product to produce such dramatic results.

5. "It's a special material designed by my mother who is a dermatologist for the skin"

BCAP challenged the following:

1. The assertion that the product would permanently improve the user's skin condition. This claim was made via the claims but also the product name "Erase Anti-wrinkle Stick";

2. Whether Centella asiatica was 300 times more powerful than Aloe vera (for which standard moisturising claims are permissible);

3. Whether the before and after photographs were genuine;

4. Whether the bands helped users breathe better by opening the airways while sleeping; and

5. The reference to the product being designed by a dermatologist.

#### **ADJUDICATION:**

The broadcaster argued that the bands, adhering to the skin by means of the cream, work through a simple mechanical effect – stilling small facial

movements, giving support against gravity and flattening the superficial contours of the skin. The advertiser explained that the product would make a temporary difference in the appearance of the skin in that it would help relax the lines caused by frowning and furrowing or pursing and help lift the skin's appearance against the force of gravity. They claimed that the results were evident from the demonstration shown. During the investigation, the broadcaster acknowledged that the following claims were not acceptable under the code and should not have been used: "Most skin care actually only gives a temporary effect, as soon as you stop using it, it stops working for you whereas the Time Reverse is actually helping you to develop anti-aging habits" and "it's a non-surgical facelift..gives dramatic results".

#### 1. Upheld

The advertiser supplied a study into the effectiveness of the product which was done by a neurologist. The study was conducted on 22 people who wore the support for a minimum of eight hours per day, used all the skin care products twice a day, with the Erase Anti-wrinkle Stick used an additional two times a day for three weeks. The results were established by self-evaluation and were: 97% of the users acquired an awareness of their facial expressions, 31% graded the reduction of visible lines and wrinkles as excellent, 63% as good and 6% as moderate; 76% graded improvements in smoothness of their skin as excellent, 18% as good, 6% as moderate; and 41% graded improvements in the firmness of their skin as excellent, 41% as good and 18% as moderate.

The Authority considered the advertiser's clinical trial for the product did not sufficiently substantiate the claimed efficacy of the product because the person who conducted the trial was a neurologist and not a dermatologist and his study was not peer-reviewed or published in a reputable journal. The neurologist was described as the co-inventor of the product in the paperwork which was submitted to the Canadian Patent Office. The advertiser explained that the doctor had been given the label of co-inventor by mistake by the lawyer applying for the patent. The advertiser submitted evidence of an "assignment of invention" where the rights were "re-assigned" to the dermatologist referred to above for the nominal sum of 1 dollar one day before the patent application was filed.

The infomercial promised results after using the product for just 15 minutes a day, three times a week whereas the study was conducted on people wearing the product for eight hours a day. Finally, because the study was based only on self-evaluation, there was no objective, measurable evidence of the results. As the broadcaster had not been able to supply adequate evidence of the efficacy of the product, the Authority required them to remove all such claims. In relation to the Erase Anti-wrinkle Stick product name, the advertiser responded that they were using the term "anti" to mean "in opposition to" wrinkles and they therefore felt the name was appropriate. They added that the public comprehends that such trade names as Vanish Stain Remover Prewash does not mean that Vanish will literally make all stains disappear permanently (it does not cope with rust, dried paint or permanent ink). Likewise the public will bring a similar awareness to the phrase "Erase Anti-

Wrinkle Stick”, particularly as it is to be used each time the entire system is used. The Authority did not accept the analogy with Vanish since such products will remove many stains completely. A moisturiser such as the Erase Anti-wrinkle Stick cannot remove wrinkles but merely temporarily reduce their appearance. The Authority considered the product name to be misleading and therefore required any future advertising to make clear that the product has only a temporary effect.

## 2. Upheld

The Authority has accepted in the past that Aloe vera has moisturising qualities. The advertiser was only able to send information from the manufacturer as to the efficacy of the ingredient on wrinkles but had no evidence to justify the comparison between Aloe vera and Centella asiatica. During the investigation, the broadcaster offered to cease making this comparison.

## 3. Upheld

The advertisers were only able to supply signed release forms from the participants as evidence. The broadcaster acknowledged that there was no evidence to support the impressions given by the before and after photographs. The ASA therefore told the broadcaster to remove them until they could be substantiated by objective evidence.

## 4. Upheld

The advertiser explained the claim "the bands help you breathe better when you are sleeping as it opens the airways" arose from a customer testimonial and therefore was not a direct claim from Time Reverse. The ASA reminded the broadcaster that claims made in testimonials must be supported by documentary evidence and, as the advertiser had not been able to substantiate the claim, this was misleading. During the investigation, the broadcaster offered to cease making this claim.

## 5. Upheld

During the infomercial, the manufacturer mentioned that the product had been designed by a dermatologist. They explained they had only referred to the dermatologist when they were discussing the history of the product and they had specifically refrained from using "recommended by a dermatologist" as a selling tool. The Authority concluded that this reference was in breach of 8.1.2 (c) and required the broadcaster to remove it.

The Authority concluded that, as the broadcaster had been unable to substantiate any of the claims referred to above, the advertisement had breached rules 5.1 (Misleading Advertising), 5.2.1 (Evidence), 5.2.2 (Implications), 5.2.3 (Qualifications), 5.4.1 (Visual Techniques and Special Effects), 5.4.4 (Testimonials) and 8.1.2 (c) (Impressions of Professional Advice and Support). The Authority instructed the broadcaster to cease using the claims.