

**Advertising Standards Authority**

**Broadcast Advertising  
Adjudications**

25 January 2006



**ADVERTISERS IN THIS WEEKS REPORT**

0800 Reverse Ltd .....	3
Cereal Partners UK t/a Shreddies .....	5
Jamba! GmbH t/a Jamster! Clubs .....	7
News Group Newspapers Ltd t/a The Sun.....	14

**ADVERTISER:** 0800 Reverse Ltd  
**AGENCY:** 0800 Reverse Ltd  
**Date:** 25 January 2006  
**Media:** Television  
**No. of complaints:** 3

**COMPLAINT:**

An ad for 0800 Reverse featured Holly Valance meditating in front of a film crew saying "Breathe in and out. You are light. I don't lift weights, I lose weight. Free yourself from baggage". After the director called "Cut" she went to a public phone and dialled 0800 Reverse while a voiceover said "Set yourself free with 0800 Reverse. No cash, no cards, no mobile, no baggage. 0800 Reverse, the way to call reverse charge". On-screen text said "Not available to some fixed line and mobile services" and "Operator service and call charges apply. For pricing, terms and conditions see [www.0800reverse.co.uk](http://www.0800reverse.co.uk)". The end shot featured the 0800 Reverse logo and the website address.

Three viewers felt that the charges (incurred by a person accepting a reverse charges call) which included a call connection fee of at least £2.50 and a minimum call charge for three minutes, should have been made clear.

**ADJUDICATION:** Complaints upheld

The Broadcast Advertising Clearance Centre (BACC) said that they had cleared the ad without any prices mentioned as the description of the service as "the way to call reverse charges" and the on-screen text that stated "Operator services and call charges apply" made it clear that costs would be incurred when using the service. These costs varied depending on whether users called from a residential phone, pay phone or mobile phone. They said it was not their policy to require a price to be given in an ad if none was mentioned and that the onscreen text, including that which indicated where pricing information was to be found, was adequate information for viewers.

0800 Reverse Ltd said that their advertising made no mention of price and focused upon its availability and ease of use. They said that viewers who wished to get information on charges were directed to the website. They did not feel that the ad needed any qualification about the price of using the service as no claim or inference about the charges was made.

We made calls using the 0800 Reverse service and noted that the operator service, which was automated, did not make any reference to the charges that would be incurred by either those making or receiving the call. Though the ad was aimed at people who might make reverse charges calls it informed any viewer who saw it including those who might be asked to receive a reverse charges call. We did not consider that the onscreen text which stated "Operator service and call charges apply" and which referred viewers to the website was adequate indication of the nature and of the cost of the charges that would be made. Unusually, in this case, any detriment was likely to be to those accepting a reverse charges call who may not even have seen the ad. However, we considered the cost to a

third person was a significant factor likely to influence a caller's decision to use the service. We therefore considered that the minimum cost of a reverse charges call (which would include the call connection fee of at least £2.50 and the minimum call charge for three minutes) should have been stated in the ad. The cost was likely to be significant for both viewers deciding whether to make calls from 0800 Reverse and for those deciding whether to accept calls.

The ad breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications). It must not be shown again in its current form.

**ADVERTISER:** Cereal Partners UK t/a Shreddies  
**AGENCY:** McCann Erickson Advertising UK Ltd  
**Date:** 25 January 2006  
**Media:** Television  
**No. of complaints:** 2

### **COMPLAINT:**

A TV ad for Shreddies breakfast cereal showed a teacher in a classroom. The voiceover said "For Mrs Kelly's class Shreddies is school fuel". The ad then showed a young boy having breakfast at home answering maths questions as he poured himself a bowl of Shreddies. The voiceover said "Shreddies are packed with whole-grain carbohydrates. Studies show a breakfast like Shreddies helps give kids the mental energy they need at school". On-screen text said "Studies based on Shreddies vs glucose drink". Mrs Kelly said "The kids seem more focused. You can really see the difference a good breakfast makes". On-screen text said "School Fuel" and the voiceover said "Shreddies. School Fuel".

Viewers complained that the ad was misleading because it implied that Shreddies was better than all other breakfast choices and that the actual comparison (between Shreddies and a glucose drink) was meaningless.

### **ADJUDICATION:** Complaints not upheld

The Broadcast Advertising Clearance Centre (BACC) said the basic premise that a daily breakfast like Shreddies helped children concentrate was accepted by them back in 2002 after consultation with their nutritionist. They said Cereal Partners UK (CPUK) had never claimed an exclusive benefit for Shreddies and doubted whether many viewers would question the notion that breakfasts benefit children. They said that if CPUK had implied some unique benefit, the BACC would have expected rival advertisers to have challenged the advertising, which they had not. They said the on-screen text had been added to clarify the basis of the comparison and showed it was not between Shreddies and all other breakfast choices.

CPUK said they had conducted a study to show the effect of Shreddies in comparison to a glucose drink or no breakfast in order to test the hypothesis that complex carbohydrates improved mental performance compared to simple carbohydrates. They said it had been a rigorous clinical trial designed to show the value breakfast cereals had on mental performance and the glucose drink was chosen as a "control" in the tests. They said 12% of six-to ten-year-old children missed breakfast altogether each day and that Britain was the worst "breakfast skipper" in Europe. They said the ad made clear the basis for the comparison and that their in-depth studies showed the effect of a complex-carbohydrate breakfast on energy levels following breakfast, which would be higher than for some other simple-carbohydrate breakfast options or having none at all. They said the study showed that Shreddies significantly improved children's "power of attention" over three and a half hours in ten separate categories compared with no breakfast or the glucose solution. They said the claims made in a previous, similar ad for Shreddies had been investigated

by the ASA and had been considered acceptable at that time, provided the basis for the comparison was made clear.

We did not consider the ad implied Shreddies was better than all other breakfast choices. We considered that the basis for the comparison was made clear in the ad by the on-screen text "Shreddies vs glucose drink" which would alert viewers to the fact the comparison was not being made with all other breakfast choices. We considered that a study to establish the effect of complex carbohydrates on attention levels would reasonably include a comparison with a simple-carbohydrate option. It was also evident from the data provided that a significant proportion of children in the UK would benefit from a change in their breakfast habits. We therefore considered the comparison between Shreddies and a glucose drink was relevant and concluded that the comparison was not misleading.

We considered the ad under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.1 (Evidence), 5.2.2 (Implications) and 8.3.1 (Accuracy in food advertising) but did not find it in breach.

**ADVERTISER:** Jamba! GmbH t/a Jamster! Clubs  
**AGENCY:** Lorena Medienagentur.GmbH  
**Date:** 25 January 2006  
**Media:** Television  
**No. of complaints:** 298

**COMPLAINT:**

Jamster! Club ads offered realtones, videoringtones, screensavers, logos, games, and software for mobile phones. The ads featured animated models Crazy Frog, Nessie the Dragon or Sweetie the Chick.

All the ads had on-screen text which said "16+ & bill payers permission", and gave the text number to contact, a helpline number, as well as the words needed to text for the various ringtones/videotones. Each ad had scrolling text at the bottom of the screen which varied slightly depending on the offer. The Crazy Frog ad said "Join Jamster Clubs. Credits 3 polytones, 2 realtones or 2 video ringtones and logos & software (+ music news) for £3/a week. Compatible handset required. Unsubscribe text "stop". Normal operator charges."

The majority of complaints were about the Crazy Frog ad, although many of the viewers also commented on the other ads.

1. 80 viewers believed the ads had not clearly explained that it was a subscription service that was being advertised, rather than a one-off payment for a single ringtone.
2. 64 of these viewers, as well as a further 180 viewers (244 in total), were concerned that the style of the ads were of particular appeal to children. Another 33 said that their children had downloaded the ringtones, and subsequently received large phone bills. 24 of these specifically mentioned that the children had not understood that this was a subscription service.

**REVISED ADJUDICATION:**

This adjudication replaces that published on 21 September 2005. The 'Upheld' decision has been maintained on Complaint 2, however, the wording has been amended in section ii) of Complaint 2 and the final paragraph of the adjudication.

1. Complaints upheld

Jamster said that it was fully committed to the global mobile telephone industry and as such regarded responsible advertising as extremely important to their current and future business. They said that following a previous uphold by the ASA (6 April 2005) against their ads on television and in the press they had taken significantly positive steps to make the nature of their product clearer. These changes were designed to reinforce that the service was based on a recurring payment requirement, which gave the customer the right to membership in the Jamster Clubs, and that all relevant pricing information was prominently displayed. Jamster pointed out that the ads in question were no longer being broadcast. They said that all their future advertising would be in full compliance with the

new requirements of the Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS).

i) The Broadcast Advertising Clearance Centre (BACC) said that the ads had been amended as a result of the previous adjudication so that the line "join the Jamster club" was in the audio. They said they agreed this amendment on the basis that this line together with the legal text in the ads was sufficient to indicate that this was a subscription service.

Jamster said that throughout the ads the heading "Jamster! Clubs" had been prominently displayed at the top of the screen. They believed that a reasonable viewer would have understood that a membership arrangement was intrinsic to the act of joining a club, and this heading informed the customer of an ongoing relationship with Jamster. They believed this heading reinforced the fact that this was a subscription service.

The voice-overs said "Join the Jamster Clubs ..." and "... join the Jamster Clubs for more fun ...". Jamster maintained that the voice-overs reinforced the on-screen text and the club-based nature of the service. They believed that viewers would understand that an ongoing club/membership relationship was based on a recurring payment fee.

We accepted that with the voice-over and heading most viewers would understand the need to join the Jamster Club. However, we did not consider that "join" would automatically be understood to mean "subscribe" because not all clubs charged a fee to join, or required a frequent recurring payment.

ii) Jamster said that the voice-over in the ads used plural terms, rather than singular, to emphasise that it was not a single ringtone that was being offered. The voice-over said "Just text xxxx for the polys, xxxx for the reals, or xxxx for the video ringtones to xxxxx ...". Jamster believed that this reinforced the message that a customer could download several items as a consequence of their recurring payment as a member of the Jamster Club.

We considered that the use of plurals in the ads had not clarified a continuing commitment. "Just text xxxx for the polys ..." could also have been taken to mean there were a number of polys available from which to choose a single download.

iii) Jamster said that the scrolling text at the bottom of the screen complied with the CAP (Broadcast) TV Advertising Standards Code rules on the text size, the number of words on screen and the speed of the scrolling message. They also pointed out that in the published ASA adjudication (6 April 2005) on their previous ads, the ASA had confirmed that the scrolling text included all the requisite information required. The same text had been used in these ads.

On-screen text may be used to expand or clarify an offer, or to make minor qualifications, but the principal offer and any important qualifications should not normally appear only in the form of on-screen text. We acknowledged that the relevant important conditions were included in the scrolling text of the ads and that the text complied with the CAP (Broadcast) TV Advertising Standards Code rules on size and speed. However, in addition to the rolling text, the ads had a lot of on-screen text and we considered that important conditions, such as the recurring cost, should have been stated more prominently, for example in voice-over.

iv) Jamster said that once a customer subscribed to their service, they would immediately receive a free SMS telling them that they had joined a recurring payment-based service; the price per week/month; how to cancel the service; the customer care number; and what services were included in that particular Jamster Club membership. Jamster also pointed out that there was no minimum recurring payment period. Therefore a customer could just keep the initial ringtone and then cancel the subscription, although they would have to pay the first week's fee.

While we were reassured that details of the Jamster Clubs were sent to customers post subscription, the ads encouraged customers to subscribe and therefore should have made the nature of the service clear so customers were informed before subscribing. We acknowledged the efforts Jamster had made to incorporate changes in the ads following the previous ASA adjudication. However, regardless of the changes, we considered that the subscription nature of the service had still not been sufficiently explained in the ads.

## 2. Complaints upheld

Jamster strongly refuted the complaints that their ads were of particular appeal to children, or targeted them. They said that their content services were designed and targeted at the 18- to 49-year-old market, and a recent internal survey had shown that the average user profile age of the typical Jamster Club member was 32.6 years old.

i) The BACC said that all premium rate lines attracted a timing restriction ('ex-kids') to keep the ads away from programmes made for or aimed at children. This restriction is used for ads considered inappropriate for under eight-year-olds. The BACC did not consider that the ads were inappropriate for children over eight years. They believed that although Crazy Frog, Nessie the Dragon, and Sweetie the Chick might have some appeal to children, they also had a wider appeal to all ages.

Jamster pointed out that the BACC had applied an 'ex-kids' restriction. This restriction is automatically applied to ads where services are ordered via SMS text. Jamster said that they had not disputed or appealed this decision as it had no material effect on their targeting to their 18- to 49-year-old audience, and they had no strategy to target any part of the children's market. They also did not advertise in publications aimed at under 16s. They said that a ringtone was a fun item, of no harm to adults or children, and no more expensive than many small items on which a child may spend pocket money.

The 'ex-kids' restriction is usually applied to advertising which is inappropriate for children up to about eight years old. Advertising deemed inappropriate for children over eight years requires a stronger restriction. We acknowledged that Jamster's intended target audience was 18- to 49-years-old and agreed that the ads were not aimed at children. Nonetheless the product was of interest to children and we did not agree that a ringtone subscription – an ongoing commitment – was similar in nature to a one-off pocket money purchase. The ads were seen at all times of the day (other than during programmes made for or aimed at children) when children over eight years of age would be viewing.

ii) Jamster provided us with an internal survey to show that their customers were adults, not children. The survey, based on 2266 calls to their customer service department, was taken over a six-day period. All the customers who contacted them were asked about the age of the user. The figures showed that 3.87% were under 16 years, with the largest

group being 18–29 years. Jamster believed that the true number of under-age users was in fact below 3.87% as complaints to the customer call centre were likely to be concentrated in nature and unrepresentative of general usage. They subsequently provided a specially commissioned survey which showed that the proportion of subscribers who had enrolled during the period examined who were under 16 years was 1.6% and that the proportion of subscribers who enrolled in direct response to the advertisements who were under 16 years was 0.4%.

We appreciated the efforts taken by Jamster to initiate surveys to provide us with customer figures, but we did not consider that the internal survey had been adequate to show the age of Jamster customers. It was based on calls to the customer service department over a six-day period. We did not consider this to be a sufficiently accurate reflection of Jamster's customer base as it was compiled from a small number of adults contacting the customer services. We considered that the results of the specially commissioned survey did not undermine our concerns about the large numbers of children to whom these advertisements appealed.

iii) Jamster said that there was a popular misconception among some consumers that mobile content and entertainment was of limited appeal to adults, while being of a high degree of interest to younger users. Jamster said this was not the case. They pointed to a recently published German survey on the purchase of ringtones generally which stated that 84% of buyers were 16 years or older. They said a survey of visitors to the Jamster website showed that the vast majority were over 16 years. They also referred to the recent success of the Crazy Frog single, which reached number one in the UK. Jamster provided evidence to show that the majority of CD buyers were male aged 18-49 years old, which they said clearly showed that the target audience for the Crazy Frog music and ringtone was in this age group, not younger.

We did not disagree that the mobile content was of appeal to adults; our concern was its appeal to children as demonstrated by the complaints we received. We noted that the German survey had shown the majority of ringtone buyers (though not specific to Jamster) were over 16 years. However, 16% were still under that age. In deciding whether these ads were of appeal we took into account a recent Wireless World Forum survey that had shown that over 9 million under 15s in the UK had a mobile phone, and that under 25s spent eight times as much on mobile phones as on traditional music. Also a consumer research company TNS survey revealed that over 35% of ringtone buyers were aged between 12 and 24, with non-buyers in that age group totalling only 18%. While the 18- to 49 years age market may be the main purchasers, under 16s were still a significant group. We were satisfied that the product was of interest to children.

iv) Jamster said that Crazy Frog was specifically targeted at an 18- to 49-year-old male audience, Sweetie and Nessie at 18- to 49-year-old female and male audience. They told us that they had no specific focus on broadcast timing, and gave no greater promotion to any of the characters at certain times of the day. The Jamster ads had been scheduled in breaks with other ads such as Gillette, Persil, and Tesco, all aimed at the adult market. Jamster said that this showed that the target audience for their ads was adult. They supplied figures to show that the percentage of the over 16s age group of the total audience when their ads were broadcast, for the period January to May, was always well above 85%. They also supplied figures for ITV on 14 May, which showed that the audience of over 16s for their ads was between 89 and 96%. They believed that the BACC

restriction and their scheduling of the ads were therefore sufficient safeguards against under 16s being exposed to the ads.

We checked the Broadcasters Audience Research Board (BARB) figures supplied by Ofcom for all 224 Jamster ad spots on ITV for the 14 May. As would be expected the child audience profile varied, from 0% up to 43%. However, the frequency of the ads and the ex-kids restriction meant that it was difficult to avoid children seeing them. We also checked the 209 Jamster spots on a selection of non-terrestrial channels for the same day. The child profile ranged from 0% on some channels to 100% on others. The channels with the highest child audience profile were Challenge, Trouble and MTV. Of the 209 Jamster spots, 56 had a child audience profile of 25% or over. We considered that, despite Jamster's scheduling aims, their ads were still being seen by a sizeable child audience as demonstrated by the complaints. An 'ex-kids' restriction would not safeguard against under 16s being exposed to the ads.

v) Jamster said that many advertisers used animated characters in their ads for products and services aimed at adults. The animated characters appealed to an audience of 16 years and over, just as their ads had. They said that films and music often used animated characters when targeting adults.

We acknowledged that animated characters are often used in ads for products or services for an adult audience. Children might have found characters such as the Churchill dog of interest, but the product itself had no appeal. The problem is when the characters are combined with a product that is of interest to children, even though it is unsuitable for them. We considered that had been the problem with this advertising.

vi) The BACC said that mobile phones were not toys. It was up to parents or guardians to instruct and oversee their usage, particularly as they were the bill payers. They believed that the responsibility lay with the parents not the advertiser.

Jamster said that the ads clearly stated "16+ and bill payers permission" throughout. It was clear that the service was not for children. However, Jamster had trained its customer care centre staff to request the age of the user of the telephone when they contacted the care centre, and to immediately terminate the service where it appeared that the caller was under 16 years of age. They said that this text together with the background of parental responsibility and control was an adequate warning.

Although mobile phones are not toys, the fact that games can be played on them, photos taken, or music downloaded makes them appealing to children, other than for just making calls. We appreciated that it would be impossible for parents to control fully how their children use their mobile phones. However, ads must not take advantage of children's inexperience or their credulity and, on the basis of the complaints we received, we considered that these ads had.

We noted that the ads carried the information "16+ and bill payers permission" and this was on screen throughout the ads. However, the service could easily be provided by texting a word to the number seen in the ads. It was not possible to check the age of the person involved before the ringtone was sent to their phone and a cost incurred, and we considered that a stricter timing restriction was required to keep the material away from children.

vii) Jamster maintained that the fact that some children might have chosen to generate a large phone bill without regard to the price of the calls, text messages or downloads in the knowledge that the bill was paid by someone else, would not in itself make an ad in breach of the Code. They believed that it would be inappropriate to make judgements on the ads based on a consumer who chose to ignore pricing and other relevant information in an ad because someone else was paying.

We considered that children are not as sophisticated as adults in their understanding of advertising. They are less likely to weigh up the pros and cons of the offer being made. If interested in a product, they might not be discouraged by the age restriction warning if they read it, being more interested in the product itself. The ease with which it was possible to subscribe to the ringtone almost instantaneously, simply by texting, would also appeal to a child's sense of urgency in wanting the ringtone.

viii) Jamster said that they believed the complaints to the ASA were from adults, not children, and appeared to stem from adult viewers' annoyance with the ads' characters; the frequency of the advertising; and a misconception by adults that ringtone users are children. They said that the number of complaints was small compared with the two million satisfied club members in the UK, and the huge popularity of the characters with over 40,000 TV spots in May 2005 alone. Jamster maintained that with the ads receiving such exposure a certain number of complaints was inevitable, but they believed that the complaints were predominantly made by adults with the mistaken view that the ads were targeted at and unsuitable for their children.

Jamster said that Crazy Frog, Sweetie the Chick and Nessie the Dragon characters had developed a wide and deep following among the public such that the characters had taken on the characteristics of a social and cultural mass phenomena. Jamster gave various examples of press reports on the popularity of Crazy Frog.

We agreed with Jamster that the frequency of the ads and the publicity had generated complaints. However, the viewers raised legitimate concerns about the influence of the ads on children. We noted that the complaints were from adults, but it is unusual to receive complaints from children, especially where the children were no doubt pleased with the product.

We acknowledged the huge impression Crazy Frog and the other characters had made on the public. We considered that it was this success that had added to the problem of appeal to children and that because the product was of such interest to them a greater level of protection was needed than that which an ex-kids restriction provided. Adults and children appeared to have been drawn into the phenomenon. The 40,000 TV broadcasts in a one month period made it most unlikely that a child would not have been aware of the characters. The frequency of the ads, peer pressure, merchandising such as children's T shirts, the hit CD, articles in the press, and the ease of being able to subscribe by text, with no initial payment being made, all added to the problem. The fact that a number of complainants reported that children had run up large phone bills showed that children had been influenced. We considered that although the ads might not have been aimed at children, they were nonetheless of strong appeal to them and the product was clearly of interest to them. We therefore considered that a timing restriction placing the ads post 9 pm should be applied.

The ads featuring Crazy Frog, Nessie the Dragon, and Sweetie the Chick breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 7.1.1 (Children's inexperience), 7.3.7 (Use of scheduling restrictions) and CAP (Broadcast) Rules on the Scheduling of Advertisements, rule 4.2.3 (Treatments unsuitable for children).

**ADVERTISER:** News Group Newspapers Ltd t/a The Sun

**AGENCY:** Euro RSCG London

**Date:** 25 January 2006

**Media:** Television and National

**No. of complaints:** 6

**COMPLAINT:**

A TV ad for The Sun newspaper promoted five free "Comedy Greats" DVDs with highlights of five different comedy performers. The voiceover said "Starting in Monday's Sun and every day this week get your five free comedy greats DVD. The best of Morecambe and Wise, the legendary Two Ronnies, plus Spike Milligan, Tommy Cooper and Frankie Howard. Don't miss your free comedy greats DVD offer only in this week's Sun. We love it". On-screen text said "Same day redemption at WOOLWORTHS Subject to availability. Contact NI for details".

A front-page flash in The Sun (10 October 2005) promoted a Morecambe and Wise DVD which was the first of five available during the week-long offer. It said "FREE Morecambe & Wise DVD with this paper". Smaller text said "Voucher Page 15" followed by a small WOOLWORTHS logo. Further small text saying "One-day redemption" was printed vertically next to a picture of the DVD cover.

Six people complained about the ads.

1. Four complainants complained that it was not sufficiently clear from the TV ad that the DVDs would not be inside the newspapers and
2. two of these complainants also said it was not sufficiently clear from the front-page flash that the DVD was not inside the newspaper.
3. Another two complainants said it was not sufficiently clear from the front-page flash that the stock-levels of the DVD was limited and
4. one of these complainants also challenged whether there were sufficient stock levels overall to meet demand as he had been advised that only 100 DVDs were given to his local Woolworths and he was only able to collect one the day after the promotion despite the "one-day redemption" policy.
5. We challenged whether it was clear from the front-page flash that the DVD had to be redeemed on the same day as the newspaper was published.

**ADJUDICATION:**

1. Complaints not upheld

The Broadcast Advertising Clearance Centre (BACC) said the ad made it clear to viewers that the DVDs would not be inside the newspapers. They said the on-screen text showing

the details of the redemption method, along with the word "offer", alerted viewers to this requirement.

We noted that the voiceover said "DVD offer". We accepted that this, along with the prominent on-screen text stating that the DVDs were redeemable at Woolworths, indicated that the DVDs were not inside the newspaper. We therefore did not consider the TV ad misleading on this point.

We considered the TV ad under CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising) and 5.2.3 (Qualifications) but did not find it in breach.

## 2. Complaints upheld

The Sun said the terms of the offer were made clear on the front-page flash and inside the newspaper. They said the front-page flash directed readers to a voucher inside the newspaper and there was no inference to the DVD being inside; adding that the Woolworths logo was prominent.

We considered that, despite the Woolworths logo and reference to a voucher in the ad, the front-page flash gave the impression that the DVD was inside the newspaper, particularly by saying "FREE ... with this paper". We considered that the Woolworths logo could have been interpreted to mean the offer was in association with Woolworths. The reference to a voucher was also ambiguous. The overall impression was that the DVD would be inside the newspaper and, as this was a reasonable assumption for readers to make, the Sun should have made it abundantly clear that it was not.

The front-page flash breached CAP Code Clauses 7.1 (Truthfulness) and 36.1 (Front-page flashes).

## 3. Complaints upheld

The Sun said it was made clear inside the newspaper that the offer was on a first-come, first-served basis and that it was therefore subject to availability.

We noted that the voucher details inside the newspaper said "please note this offer is on a strictly first-come, first-served basis". We accepted that this suggested the offer was subject to availability. However, we considered the limited availability was an important condition that should have been made clear on the front-page flash and not just inside the newspaper in order to avoid misleading and disappointing readers. As there was no indication from the front-page flash that stock-levels might be limited, the ad breached the Code.

The front-page flash breached CAP Code Clauses 7.1 (Truthfulness) and 36.1 (Front-page flashes).

## 4. Complaint not upheld

The Sun said they had produced 250,000 copies of each DVD which were distributed to all 700 Woolworths stores in the UK. They said this was in line with previous promotions, where they had often had DVDs left over. They had received very few direct complaints that readers had been unable to claim a copy of any of the DVDs and the promotion had run smoothly. They said they took all complaints very seriously and anyone contacting them with redemption problems regarding any of the DVDs was sent one.

We noted that 250,000 copies of each DVD was made available and distributed to all Woolworths stores. It did not appear, either from the complaints received or the enquiries made directly to The Sun, that there was a widespread problem with meeting demand. We therefore considered 250,000 DVDs was a reasonable level of stock to meet demand on this occasion.

We considered the TV ad under CAP (Broadcast) TV Advertising Standards Code rule 5.1 (Misleading advertising) but did not find it in breach.

We considered the front-page flash under CAP Code Clause 30.1 (Availability) but did not find it in breach.

#### 5. Upheld

The Sun said the one-day redemption requirement was made clear on the front-page flash.

We noted that the text "One-day redemption" appeared away from the other text and Woolworths logo and in small, vertical text. We considered it could have been overlooked by readers and, as the redemption timescale was an important condition, it should have been made clearer to avoid misleading readers. We advised The Sun to consult the CAP Copy Advice team before undertaking future front-page promotions.

The front-page flash breached CAP Code Clauses 7.1 (Truthfulness) and 36.1 (Front-page flashes).