

# **Compliance Report**

**Outdoor Advertising Survey  
2002**



**ASA**

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## **1. SUMMARY**

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The ASA has undertaken this survey to determine the compliance rate of outdoor advertisements with the British Codes of Advertising and Sales Promotion (the Codes).

1577 outdoor advertisements that appeared in the Greater London area between 1<sup>st</sup> January 2002 and 30<sup>th</sup> June 2002 were assessed, of which 203 were duplicates (i.e. advertisements with identical copy and images but in different sizes or formats). Excluding duplicates, 12 advertisements appeared against which the ASA upheld complaints, four of them from one campaign in the food and drink sector, and two further advertisements were considered by the Compliance team to include breaches. Images of posters that appeared in the sample and against which the ASA upheld complaints can be found in section 7 of this report.

Where a breach was found in an advertisement in the survey sample that had not already been subject to complaints to the ASA (two of the 14 breaches), the Compliance team contacted the advertisers who both agreed to amend or withdraw their advertisements immediately.

The overall rate of compliance with the Codes was an encouraging 99%. Half of the problematic advertisements in the sample (seven out of 14) broke the taste and decency clauses of the Codes. An analysis of complaints upheld against posters over the same period showed that the dominant theme was taste and decency. Furthermore, research carried out in 2001 on behalf of the ASA showed that most consumers believe that advertisers should be more cautious when using the outdoor medium than when using other media.

Although the compliance rate in the survey is very high, poster advertisers still need to be extremely careful not to cause serious or widespread offence to consumers.

Both CAP and the ASA will continue to monitor the performance of the outdoor medium, particularly the new 'moving image' posters and outdoor advertisements on non-traditional sites, and will continue to work with the outdoor industry to ensure that the high rate of compliance continues.

## **2. INTRODUCTION**

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### **2.1 Background**

The Advertising Standards Authority (ASA) is the independent body that endorses and administers the British Codes of Advertising and Sales Promotion (the Codes) that apply to non-broadcast advertisements. It is responsible for ensuring that the self-regulatory system works in the public interest. It achieves this by investigating complaints, identifying and resolving issues by research and by promoting and enforcing high standards in advertisements by ensuring that everyone who commissions, prepares and publishes advertisements observes the Codes.

The Committee of Advertising Practice (CAP) is the body that created and revises the Codes. It represents advertisers, promoters and direct marketers, their agencies, the media and other trade and professional organisations in the advertising, sales promotion and direct marketing industries. CAP provides a pre-publication copy advice service and co-ordinates the activities of its members to achieve the highest degree of compliance with the Codes.

The Compliance team works to ensure that advertisements comply with the Codes and ASA decisions. The team follows up ASA adjudications, monitors advertisements and takes immediate action to ensure the removal of obviously problematic advertisements. One of the team's objectives is to create a level-playing field for advertisers within each sector and it ensures this by communicating decisions which have sector-wide ramifications. The Compliance team also conducts surveys to assess compliance rates in particular industries, sectors or media; those surveys also help to identify advertising trends and to anticipate areas of concern that need to be addressed by the ASA and/or CAP.

### **2.2 The Rules**

The Codes lay down the criteria for good advertising and state that all advertisements should be legal, decent, honest and truthful. Specific rules apply to sectors of advertising such as alcoholic drinks, children, motoring, slimming products, and distance selling.

The Codes' rules apply to all non-broadcast media in the UK, ranging from advertisements in the press to direct mailings and on-pack sales promotions, and from roadside hoardings to Internet banner advertising.

The Codes' rules of particular relevance to posters are clauses:

- 2.2 All advertisements should be prepared with a sense of responsibility to consumers and to society.
- 2.3 All advertisements should respect the principles of fair competition generally accepted in business.

- 5.1 Advertisements should contain nothing that is likely to cause serious or widespread offence. Particular care should be taken to avoid causing offence on the grounds of race, religion, sex, sexual orientation or disability. Compliance with the Codes will be judged on the context, medium, audience, product and prevailing standards of decency.
- 9.1 No advertisement should cause fear or distress without good reason. Advertisers should not use shocking claims or images merely to attract attention.
- 11.1 Advertisements should contain nothing that condones or is likely to provoke violence or anti-social behaviour.

### **2.3 Previous Poster Surveys**

In 1997 the ASA, as part of its National Advertising Review, examined advertisements in newspapers and magazines and undertook a small-scale study of the poster industry. 195 posters were analysed but, although the sample was sufficiently varied, the sample size was too small for the findings to be anything other than broadly indicative of the level of compliance in the outdoor industry. Nevertheless, the level of compliance was found to be encouragingly high: 98% of posters in the sample complied with the Codes, the highest rate of compliance amongst the different media analysed.

In 2001, the Compliance team conducted a pilot survey of advertising appearing on tube cards. The size of the sample was 171 tube cards and the compliance rate was equally encouraging: 98.5% of tube cards complied with the Codes.

### **2.4 ASA Research into Taste and Decency**

From time to time, the ASA carries out research to assess the prevailing standards of decency and to discover what constitutes serious offence across different groups within the UK.

A survey carried out on behalf of the ASA in 2002<sup>1</sup> found that over 91% of consumers believed that advertisers should be more cautious when using the outdoor medium for their campaigns than when using other media. Respondents said this was because, unlike other media, posters cannot be targeted, people have no choice about whether they or their children see them, particularly when they appear in confined public spaces (such as rail stations), and because of their size and visibility.

The research also showed that the issues that were most likely to cause serious or widespread offence were the misuse of religious symbols, stereotyping by race or gender, the use of swear words and sexist portrayals of gender. Younger people were more likely to consider race and gender

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<sup>1</sup> 'Serious Offence in Non-Broadcast Advertising', ASA 2002, BMRB Research.

stereotyping as offensive whereas older people and minority groups found issues such as religious imagery, swearing and nudity to be offensive, particularly on posters. Of those in the sample who could recall having seen poster advertising, 9% said they had been offended by something they had seen in the previous 12 months.

## **2.5 Tackling Shock Tactics**

Before 1998, the poster industry's reputation was under threat because of the appearance of a few posters whose content offended members of the public. The industry was concerned that some of those posters were published by advertisers seeking to flout the rules deliberately with the intention of generating complaints, PR and subsequent notoriety.

In order to deter that abuse of the medium, the trade associations representing the poster industry, the Outdoor Advertising Association (OAA) and the Council of Outdoor Specialists, predecessor of the Institute of Practitioners in Advertising Outdoor Group (IPAO), set up a poster pre-vetting sanction. If the ASA rules against a poster on the grounds of serious or widespread offence or social irresponsibility (i.e. the clauses listed in section 2.2), the poster advertiser becomes a candidate for mandatory pre-publication vetting. If the representatives of the outdoor industry and the CAP Executive believe that the advertiser is either unable to comply with the Codes or has deliberately flouted the Codes, they will require the advertiser to clear future outdoor advertisements with the CAP Copy Advice team for a fixed period (usually two years). Poster contractors undertake to consult the CAP Copy Advice team to confirm that pre-vetting approval of posters has taken place.

Four advertisers are currently required to pre-vet their posters: French Connection Group plc (all posters until 29<sup>th</sup> March 2003); Gossard (UK) Ltd (all lingerie posters until 19<sup>th</sup> October 2002); United International Pictures (UK) (Universal Pictures International film posters until 26<sup>th</sup> March 2004) and Yves Saint Laurent Beauté Ltd (Opium fragrance posters until 18<sup>th</sup> December 2002).

## **2.6 2002 Survey Objectives**

The purpose of this survey was to:

- assess compliance rates for advertisements appearing on 'outdoor sites'. The survey covered not only traditional poster hoardings but also advertising on transport (tube cards, bus shelters and taxis) and on non-traditional media which falls within the remit of the Codes (e.g. ambient media such as stairwells, tube archways, phone boxes etc);
- contact the advertisers responsible for advertisements that broke the Codes and obtain their assurance that they would amend their advertising;

- identify any potential problem areas, either by category or medium, and ascertain whether further action was appropriate; and
- as part of ongoing compliance work, to act as a deterrent to bad practice and an encouragement to good practice.

### **3. METHODOLOGY**

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The sample for the survey consisted of all the posters appearing on the Outdoor facility on the Thomson Intermedia Media Monitoring database ([www.thomson-intermedia.com](http://www.thomson-intermedia.com)) between 1<sup>st</sup> January and 30<sup>th</sup> June 2002. Thomson Intermedia collects images of advertisements that have appeared on transport and roadside media, e.g. billboards, buses, bus shelters, taxis and national rail stations, across all market sectors. The Thomson Intermedia database captures approximately 250 new creatives per month that have appeared in the Greater London area. Thomson Intermedia estimates that this comprises the vast majority of posters in Greater London and approximately 80% of all posters appearing nationwide.

The posters appearing on the Thomson Intermedia database were downloaded each week of the sample period and were assessed against the requirements of the Codes. The number of advertisements available each month varied from 110 to 326. 1577 posters were assessed over the six-month period, of which 203 were duplicates (i.e. advertisements with identical copy and images but in different sizes or formats). Assessment within the survey has been performed on the sample excluding duplicates.

Most of the advertisements that were considered by the Compliance team to breach the Codes had already been the subject of complaints to the ASA and had either already been investigated, or were in the process of being investigated. If that was the case, the Compliance team did not contact the advertisers again. Where a breach was identified and there was no record of complaints to the ASA, the advertisers were contacted, informed of the Codes' clauses breached and were told how to bring their advertising into line. The Compliance team requested an assurance from the advertisers that the advertisement would be removed immediately and would not be repeated.

All the breaches found by the Compliance team where the ASA was already investigating complaints consisted of 'platform' breaches (i.e. where the whole premise of the advertisement was not compliant with the Codes). The breaches found by the Compliance team that had not been reported to the ASA were 'technical' (i.e. minor errors or oversights such as advertisements remaining on display after a promotion closing date<sup>2</sup>).

Advertisements were assessed as 'questionable' either because the ASA Executive felt the advertisers might have had difficulty in providing evidence to support their claims or because only the ASA Council could provide a definitive decision. The first category tended to relate to free offers, price claims and efficacy claims, the second related to the acceptability of copy or images under clauses relating to taste and decency<sup>3</sup>, alcohol<sup>4</sup> and causing fear and distress<sup>5</sup> where conformity with the Codes was a matter of opinion.

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<sup>2</sup> Clause 27.2

<sup>3</sup> Clause 5.1

<sup>4</sup> Clauses 46.2 and 46.3

<sup>5</sup> Clause 9.1

Advertisements identified as fly-posters do not fall within the remit of the ASA<sup>6</sup> and were excluded from the sample. A separate discussion of those is included in section 4.9.

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<sup>6</sup> Clause 1.2m

## **4. FINDINGS**

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### **4.1 Overall Compliance Rate**

The main objective of the study was to establish the proportion of advertisements that complied with the Codes.

Of 1577 advertisements in the sample, 16 broke the Codes – a compliance rate of 99%.

Excluding duplicates: of 1374 advertisements, 14 broke the Codes – a compliance rate of 99%.

If it is assumed that advertisements that were categorised as ‘questionable’ actually breached the Codes; of 1577 advertisements, 95 broke the Codes – a compliance rate of 94%.

Including ‘questionable’ advertisements but excluding duplicates; of 1374 advertisements, 72 broke the Codes - a compliance rate of 94.8%.

## 4.2 Compliance by Sector (excluding duplicates)

Sector	Number in sample and %	Total no of breaches (those upheld by the ASA in brackets)	Breach rate within sector %	As % of total breaches	Questionable ads	Questionable rate within sector %	As % of questionable ads	Complaints where no breach was established
<i>Alcohol</i>	42 3.1%	0	0	0	2	4.8	3.4	2
<i>Business</i>	36 2.6%	0	0	0	0	0	0	0
<i>Clothing</i>	9 0.7%	0	0	0	0	0	0	0
<i>Computers &amp; Telecoms</i>	110 8%	2 (1)	1.8	14.3	9	8.2	15.5	1
<i>Education</i>	8 0.6%	0	0	0	0	0	0	0
<i>Electrical Appliances</i>	9 0.7%	0	0	0	0	0	0	0
<i>Employment</i>	16 1.2%	0	0	0	0	0	0	0
<i>Entertainment</i>	271 19.7%	1 (1)	0.4	7.1	2	0.7	3.4	7
<i>Financial</i>	88 6.4%	0	0	0	5	5.7	8.6	3
<i>Food &amp; Drink</i>	82 6%	5 (5)	6	35.7	0	0	0	6
<i>Health &amp; Beauty</i>	75 5.5%	1 (1)	1.3	7.1	0	0	0	4
<i>Holidays &amp; Travel</i>	147 10.7%	2 (1)	1.4	14.3	28	19	48.2	1
<i>Household</i>	25 1.8%	0	0	0	1	4	1.7	1
<i>Industrial &amp; Engineering</i>	1 0.1%	0	0	0	0	0	0	0
<i>Leisure</i>	71 5.2%	0	0	0	0	0	0	3
<i>Motoring</i>	74 5.4%	1 (1)	1.4	7.1	4	5.4	6.9	5
<i>Non – Commercial</i>	70 5.1%	1 (1)	1.4	7.1	0	0	0	2
<i>Property</i>	7 0.5%	0	0	0	1	14.3	1.7	0
<i>Publishing</i>	94 6.8%	0	0	0	1	1.1	1.7	0
<i>Retail</i>	119 8.7%	0	0	0	4	3.4	6.9	4
<i>Tobacco</i>	14 1%	1 (1)	7.1	7.1	0	0	0	0
<i>Utilities</i>	6 0.4%	0	0	0	1	16.7	1.7	0
<b>TOTAL</b>	<b>1374</b> <b>100%</b>	<b>14 (12)</b>	<b>-</b>	<b>100</b>	<b>58</b>	<b>-</b>	<b>100</b>	<b>39</b>

## **Computers and Telecommunications**

1.8% of advertisements for computers and telecommunications breached the Codes (two breaches), accounting for over 14% of all breaches in the survey. Although the number of breaches is not high, it is notable that one of those advertisements attracted over 250 complaints to the ASA and was the most complained about poster of the six month period. The ASA adjudicated that the advertisement in question broke clause 5.1 of the Codes because it had caused offence (see section 7.1). The other breach was minor and 'technical': an advertisement for a promotion continued to appear after the promotion's closing date had passed (see section 7.10).

This sector included the second highest percentage of 'questionable' advertisements within the survey: 8.2% of advertisements (nine advertisements) constituting over 15% of all 'questionable' advertisements. The 'questionable' claims were primarily about prices, savings and service quality such as "faster", "better quality service" and "wider coverage" that might not have been supported by satisfactory documentary evidence. The claims were considered under clause 3.1.

Traditionally this sector has been responsible for problems across all media. It includes products and services such as mobile phones, telephony and internet service provision which are all highly complex and competitive markets. Some advertisers, in their efforts to encourage people to buy their products or services, have made the mistake of over-exaggerating the benefits in their advertising.

## **Entertainment**

The entertainment sector was the highest represented sector in the survey with 271 advertisements, comprising 19.7% of the entire sample. The sector consisted of a wide range of product categories including advertisements for films, TV programmes, concerts, events, books, theatre, radio programmes and CDs. 0.4% of advertisements in this sector (one advertisement) breached the Codes, constituting 7.1% of all breaches in the survey. The advertisement in question breached clause 5.1 (taste and decency) after attracting 73 complaints to the ASA (see section 7.2).

This sector also contained the highest number of advertisements about which complaints had been made to the ASA that were not considered to be justified. Of the seven unjustified objections, six were complaints that the images used were offensive or had caused fear and distress.

## **Food and Drink**

This sector had one of the highest breach rates in the sample: 6% of food and drink advertisements (five advertisements) were subject to upheld ASA adjudications and they constituted 35.7% of all breaches in the survey. In fact, four of those breaches related to advertisements in the same campaign for a soft drink and the ASA adjudicated that all four images were likely to

cause serious or widespread offence (see section 7.3). This accounts for the unusually high number of breaches within a sector that has not traditionally caused problems. The other advertisement in this sector against which the ASA upheld a complaint made unsubstantiated health benefit claims for a brand of tea and broke clauses 3.1 and 50.1 (see section 7.4).

This sector included the second highest number of advertisements about which complaints had been made to the ASA that were not considered to be justified. Of the six unjustified complaints, four concerned taste and decency issues where the complainants objected that the advertisements were either 'smutty' or caused offence on the grounds of religion.

### **Health and Beauty**

75 advertisements appeared for health and beauty products making up 5.5% of the sample. 1.3% of those advertisements broke the Codes (one advertisement), constituting 7.1% of all breaches. No 'questionable' advertisements appeared in the sample. The advertisement in the sample that broke the Codes included unsubstantiated claims for a 'stop smoking' product and broke clauses 3.1 and 50.1 (see section 7.5).

Although this sector included one breach, posters for health and beauty products and services performed relatively well compared with the poor performance of the sector in other media, particularly the press and direct mailings, where advertisements have caused problems by containing unsupported or exaggerated claims that products could make people younger, slimmer or more beautiful. One reason for the comparatively good performance of the health and beauty sector on posters is that posters tend to use simple messages to catch the eye. Problems in advertisements for these products and services tend to be associated with detailed claims which advertisers usually include in press advertisement and direct mailings.

This sector contained a relatively high number of advertisements that attracted complaints that were not considered to be justified. Analysis of the four unjustified complaints revealed that they concerned issues of taste and decency.

### **Holidays and Travel**

This sector included advertisements for air travel, travel agents, holidays, tourist boards and local transport such as rail and bus services. Holiday and travel advertisements accounted for the second highest number of advertisements within a sector in the sample: 147 advertisements constituting over 10% of the whole sample.

1.4% of advertisements breached the Codes (two breaches), accounting for over 14% of all breaches in the survey: one advertisement included a misleading price claim for an airline, breaking clause 3.1 of the Codes (see section 7.6), the other breach was 'technical' where an advertisement continued to appear outside the date of the price offer (see section 7.10).

This sector included the highest proportion of 'questionable' advertisements: 19% of holiday and travel advertisements were 'questionable' (28 advertisements) constituting over 48% of all the 'questionable' advertisements in the sample. The 'questionable' claims were mainly comparative such as "more" (trains, flights etc), "cheapest" and others relating to prices.

Air travel accounted for 35% of the advertisements in this sector. Advertising by airlines attracted more consumer complaints to the ASA during the six month sample period than in the whole of 2001.

### **Motoring**

74 advertisements in the motoring sector appeared in the sample. Of those, one broke the Codes (1.4%) which constituted 7.1% of the total breaches. The breach related to clauses 48.2, 48.3 and 48.4 of the Codes which state that motoring advertisements should not make speed the predominant message or encourage irresponsible driving (see section 7.7). Four 'questionable' advertisements appeared in the sample: most of the 'questionable' claims were about prices.

A relatively high number of complaints were made about advertisements in this sector that were not considered to be justified; however, there was no apparent trend discernible from the five complaints.

### **Non-Commercial**

This sector included advertisements for charities and local and central government and accounted for 5.1% of the advertisements (70 advertisements) in the sample.

One of the advertisements (1.4% of the sample) was subject to an upheld ASA adjudication which constituted 7.1% of all breaches in the survey. The problematic advertisement was for a charity and it included a claim that was considered to be misleading (see section 7.8).

### **Tobacco**

Although the tobacco sector provided the highest breach rate as a percentage of the sector (7.1% of tobacco advertisements broke the Codes (one advertisement) constituting 7.1% of all breaches in the survey), only 14 advertisements in the sample were for tobacco and tobacco-related products.

Most advertisements in this sector are subject to the Cigarette Code, a very strict set of rules voluntarily agreed by the Department of Health, the Tobacco Manufacturers Association, the Imported Tobacco Products Advisory Council and the ASA. Under this agreement, all advertisements for tobacco, cigarettes and accessories must be certified by CAP before they appear. The advertisement that appeared in the sample and breached the Codes, however, was for cigars, a product category that does not fall within the scope

of the Cigarette Code. The advertisement breached clause 5.1 (taste and decency) (see section 7.9).

#### 4.3 Compliance by Month (excluding duplicates)

Month	Number in sample	Number of breaches (upheld ASA adjudications in brackets)	Breach rate per month %	As a % of breaches	Questionable	Questionable rate per month %	As a % of questionable	Complaints where no breach was established
January	281	5 (5)	1.8	35.7	18	6.4	31	13
February	110	0	0	0	9	8.2	15.5	2
March	205	2 (2)	1	14.3	7	3.4	12	5
April	237	2	0.8	14.3	5	2.1	8.6	2
May	326	4 (4)	1.2	28.6	14	4.3	24	12
June	215	1 (1)	0.5	7.1	5	2.3	8.6	5
	<b>1374</b>	<b>14 (12)</b>	-	<b>100</b>	<b>58</b>	-	<b>100</b>	<b>39</b>

The reason for the high level of 'questionable' advertisements in January and May is that the highest proportions of holiday and travel advertisements appeared in those months. The holiday and travel sector constituted the highest number of 'questionable' advertisements in the survey.

#### 4.4 Compliance by Location (excluding duplicates)

Location	Average size (sheets)	Number in sample	Number of breaches (upheld ASA adjudications in brackets)	Breach rate within location %	As a % of breaches	Questionable	Questionable rate within location %	As a % of questionable	Complaints where no breach was established
Billboard	32	419	6 (6)	1.4	42.9	17	4	29.3	19
Bus	1	111	0	0	0	3	2.7	5.2	1
Bus Shelter	6	108	2 (2)	1.9	14.3	6	5.6	10.3	4
Cross Track Tube Poster	32	73	0	0	0	5	6.8	8.6	3
Free Standing	6	136	0	0	0	3	2.2	5.2	4
Phone Box	1	43	1 (0)	2.3	7.1	2	4.7	3.4	0
Poster in Station	6	416	5 (4)	1.2	35.7	20	4.8	34.5	6
Taxi	1	37	0	0	0	1	2.7	1.7	0
Tube Card	1	31	0	0	0	1	3.2	1.7	2
	-	<b>1374</b>	<b>14 (12)</b>	-	<b>100</b>	<b>58</b>	-	<b>100</b>	<b>39</b>

Billboards and posters in stations emerged as the locations with most breaches: six (42.9%) and five (35.7%) respectively. Advertisements in phone boxes contained the highest breach rate within sector but only one of the 43 advertisements in this location broke the Codes.

Many of the advertisements appearing on outdoor billboards and posters in stations were for national companies whereas a higher proportion of the smaller format locations such as phone boxes, taxis and free-standing advertisements were used for advertising local companies and events.

The compliance rate of advertisements appearing on tube cards in this survey was 100% compared with a compliance rate of 98.5% in the tube card survey carried out in 2001. Although this is encouraging, the sample size of 31 in this survey is too small to compare with the results of the previous survey and can be only indicative of the current compliance rate of tube cards.

#### **4.5 'Questionable' Advertisements**

55 of the 58 'questionable' advertisements in the sample were assessed against clause 3.1. Their acceptability was contingent on the advertiser holding appropriate evidence to support the claims. All advertisements that contained a price claim or a comparative claim, e.g. "faster", "better", "more" and "cheaper", were categorised as 'questionable' along with advertisements that included efficacy claims for a product for which neither the ASA nor CAP had yet seen satisfactory evidence.

Any advertisement that contained similar images or claims to those that had in the past been problematic under clauses relating to taste and decency were categorised as 'questionable', e.g. those containing swear words, inappropriate nudity, elements ridiculing sectors of society, religious imagery and the depiction of guns and drugs. Three advertisements of that kind appeared in the sample: one depicted a gun, one showed female nudity and the other included a swear word.

#### **4.6 Complaints**

During the sample period, the ASA Council upheld complaints against 330 advertisements appearing in non-broadcast media. 252 (76%) of those advertisements broke clause 7.1 (misleading) and 51 (15%) of those broke clause 5.1 (taste and decency). Of the 330 advertisements against which complaints were upheld, 19 (6%) were posters. Complaints about eight of those 19 posters (42%) were upheld because the ASA adjudicated that the advertisements had caused serious or widespread offence.

In all other media, taste and decency accounted for no more than 17% of upheld complaints: the most likely problem in all other media was that the advertisement was misleading.

Outdoor advertisements are traditionally the most complained about and the most notorious. In the sample period, each poster subject to an ASA adjudication attracted an average of 21 complaints. The average number of complaints about each press advertisement subject to an ASA adjudication in the same period was three and the average for direct mailings was two. In all but one year since 1996, the most complained about advertisement has been a poster (in 2001 a direct mail campaign took the title with a poster in second place) and the issue has always been that the posters had caused offence.

## Upheld ASA Adjudications by Media

<i>Medium</i>	<i>Taste and decency (clause 5.1)</i>	<i>Misleading (clause 7.1)</i>	<i>Other</i>	<i>Totals</i>
<i>Posters</i>	8 (42%)	7 (37%)	4 (21%)	<b>19</b> <b>(100%)</b>
<i>Direct Mail</i>	6 (10%)	42 (70%)	12 (20%)	<b>60</b> <b>(100%)</b>
<i>Newspapers (national and regional)</i>	16 (15%)	85 (79%)	6 (6%)	<b>107</b> <b>(100%)</b>
<i>Magazines</i>	12 (17%)	52 (75%)	5 (8%)	<b>69</b> <b>(100%)</b>
<i>Other</i>	9 (12%)	66 (88%)	0 (0%)	<b>75</b> <b>(100%)</b>
<i>Totals</i>	<b>51</b> <b>(15%)</b>	<b>252</b> <b>(76%)</b>	<b>27</b> <b>(9%)</b>	<b>330</b> <b>(100%)</b>

### **4.7 Outdoor Advertisements and Taste and Decency.**

One of the most salient points that this survey has revealed is that of the few breaches that appeared in the survey, a relatively high proportion related to taste and decency issues. Of the advertisements in the sample that were subject to ASA adjudications, 50% (seven out of 14 advertisements) breached the taste and decency clauses.

Complaints against those advertisements were upheld because the ASA considered they were likely to cause serious or widespread offence or were socially irresponsible. Four of the seven advertisements were judged to condone violence, one displayed inappropriate and sexist nudity, one caused offence on the grounds of disability and the last used an expletive in the headline copy.

The analysis of complaints about posters (section 4.6) tells a similar story and suggests that poster advertisers need to take more care to ensure that their posters do not cross the line.

It is almost impossible to target outdoor advertisements. The ASA Council always considers the medium in which an advertisement appeared when deciding whether an advertisement has caused serious or widespread offence and is likely to be less tolerant of an advertisement appearing as a poster than one appearing in a magazine targeted at a specific audience. The infamous poster by Yves Saint Laurent Beauté Ltd for Opium fragrance featuring Sophie Dahl in a suggestive pose was a case in point: the advertisement appearing in closely targeted women's magazines prompted only three letters of complaint and those were not upheld. However, when the same advertisement appeared on outdoor sites the ASA adjudicated that it was

likely to cause offence: it became the second most complained about advertisement ever, prompting nearly 1,000 complaints.

The outdoor medium includes the largest sites for non-broadcast advertisements and the size of a billboard can amplify its message. Only two advertisements in the sample exceeded the 96 sheet size and the ASA received complaints about both on the grounds of offensiveness. The ASA did not agree that one of the advertisements was likely to cause serious or widespread offence. However, the other poster was the most complained about poster of the six month period and the ASA upheld the complaints because it believed its use of the word “bloody” in the headline was likely to offend. The sheer size of the poster may have been one of the reasons that prompted so many people to complain: it was simply too big to ignore.

#### **4.8 Poster Pre-vetting**

Seven of the advertisements in the sample broke clause 5.1 of the Codes (taste and decency) and were therefore considered as candidates under the Poster Pre-vetting procedure (see section 2.6). However, in all seven cases the CAP Executive and the relevant trade associations decided that the breaches did not fulfil the relevant criteria, i.e. the advertiser had not deliberately flouted the Codes and had not demonstrated that it was unable to comply with the Codes in the future. None of the companies were therefore compelled to pre-vet their future posters with the Copy Advice team.

One poster, for the Ali G film, that appeared during the survey period but did not appear in the survey sample, was subject to an upheld ASA decision that led to the advertiser concerned, United International Pictures (UK), being compelled to pre-vet all posters for all releases under Universal Pictures International films with the CAP Copy Advice team for two years. United International Pictures (UK) was the 19<sup>th</sup> advertiser to be subject to mandatory pre-vetting and one of four currently required to pre-vet. It is not as surprising as it seems that this poster did not appear in the sample: at least two poster contractors refused to take the poster and it appeared on only one contractor’s sites; furthermore the advertisers withdrew the poster after just one week.

#### **4.9 Fly-posters**

Fly-posting, posters that do not appear in ‘paid for space’, is illegal. The activity does not fall within the ASA’s remit and is dealt with by local Trading Standards departments. Therefore, the 48 fly-posters that appeared in the sample were not included in the survey.

## **5. CONCLUSIONS**

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The 99% compliance rate is encouraging and compares favourably with the compliance rate for other media. An ASA survey of direct mailings in 2001 revealed a compliance rate of 91% and the ASA's National Advertising Review in 1998 found that the rate of compliance for press advertisements was 96%.

Of the 14 advertisements in the sample that broke the Codes, 12 had already attracted complaints that the ASA had upheld. The remaining two breaches were dealt with by the Compliance team: the advertisers were contacted and both companies provided written assurances that the advertisements would be withdrawn and not repeated.

As well as obvious breaches, advertisements were also checked for 'questionable' claims and the acceptability of those claims was usually contingent on the advertisers holding adequate evidence to support them. If 'questionable' advertisements were included as breaches of the Codes, the compliance rate was 94%. Advertisements that were considered to be 'questionable' appeared in many of the sectors. The holiday and travel sector, and particularly the airline industry, included the most 'questionable' claims. The industry should be careful to ensure that their price claims and comparisons in future advertising are fair and accurate.

The issue that cropped up the most was taste and decency: seven of the 14 breaches found (50%) breached clause 5.1. Taste and decency accounted for only 13% of all advertisements against which the ASA upheld complaints over the same six month period, however, 50% of the posters on which the ASA adjudicated broke the Codes because they were considered to be offensive.

It is clear from research that the ASA has commissioned into the prevailing standards of decency that the vast majority of consumers believe that advertisers should be more cautious when using the outdoor medium for their campaigns than when using other media. The analysis of the breaches in the survey and the complaints upheld over the same period tell a similar story. Although the high compliance rate is encouraging, advertisers need to keep in mind that their posters can be seen by everyone and might, therefore, cause greater offence than if they were targeted only at the intended audience.

In the past, the industry has been concerned that some advertisers have taken advantage of the notoriety that posters can attract and have placed offensive images in order to obtain media coverage. To safeguard against this, the Poster Pre-vetting Procedure can be applied to any advertiser who falls foul of the taste and decency rules and who does not appear to be able to work within the Codes. The process acts as a useful deterrent to any advertiser considering an unscrupulous route to free publicity and it re-educates advertisers through regular contact with the Copy Advice team. Although seven of the 14 breaches in the survey involved taste and decency,

none of the companies concerned were required to pre-vet future posters with the CAP Copy Advice team.

The ASA will be monitoring outdoor advertising on a regular basis and will carry out another comprehensive survey in four years time to ensure that standards remain high.

## **6. PRE-PUBLICATION ADVICE**

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Seeking advice from the CAP Copy Advice team is the best way to ensure that an advertisement does not break the Codes and poster advertisers are urged to use this service, particularly for matters of taste and decency. Although the issues are often subjective, the team can draw on ASA research and previous ASA adjudications and is experienced at advising on the likely reaction of both the public and the ASA Council. Contact the team on 020 7580 4100 (telephone), 020 7580 4072 (fax) or on [copyadvice@cap.org.uk](mailto:copyadvice@cap.org.uk). The team responds to almost 90% of written enquiries within 24 hours.

Additionally, advertisers and their agencies can stay the right side of the line by using AdviceOnline. This up-to-date database of advice tells you what you can and cannot do and links users to relevant Code clauses, Help Notes and past ASA decisions. Whilst online, users are encouraged to subscribe to [Update@CAP](mailto:Update@CAP), the e-mail newsletter. Both services are free and available on [www.cap.org.uk](http://www.cap.org.uk).

## 7. POSTERS THAT BREACHED THE CODES

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### 7.1 Telewest Communications

Advertisements for Telewest Broadband Talk Unlimited, offering unlimited national and local telephone calls for £25 per month, appeared on posters and were headlined “STAY ON THAT BLOODY PHONE”. 261 complainants believed that the word “bloody” was offensive and that it was wrong to use it in an advertisement that could be seen by children.

The advertisers said that the claim was a reversal of a commonly used household phrase and they argued that the word “bloody” was humorous in the context of the advertisement. The Authority noted that the advertisers had used a relatively mild expletive but considered that the tone of the advertisements was aggressive rather than humorous. It concluded that the boldly stated headline and the expletive in an advertisement that could be seen by children were likely to cause serious or widespread offence; the advertisers agreed to remove the poster and end the campaign.

This advertisement accounted for one breach within the computers and telecommunications sector and one breach within the billboard location. One of the posters in the sample was larger than a 96 sheet poster and appeared on a junction of Oxford Street in London.

Clauses 5.1 and 47.2



**Outcome:** The advertisers immediately withdraw the campaign from poster sites. They assured the ASA that the same or similar claims would not appear on future posters.

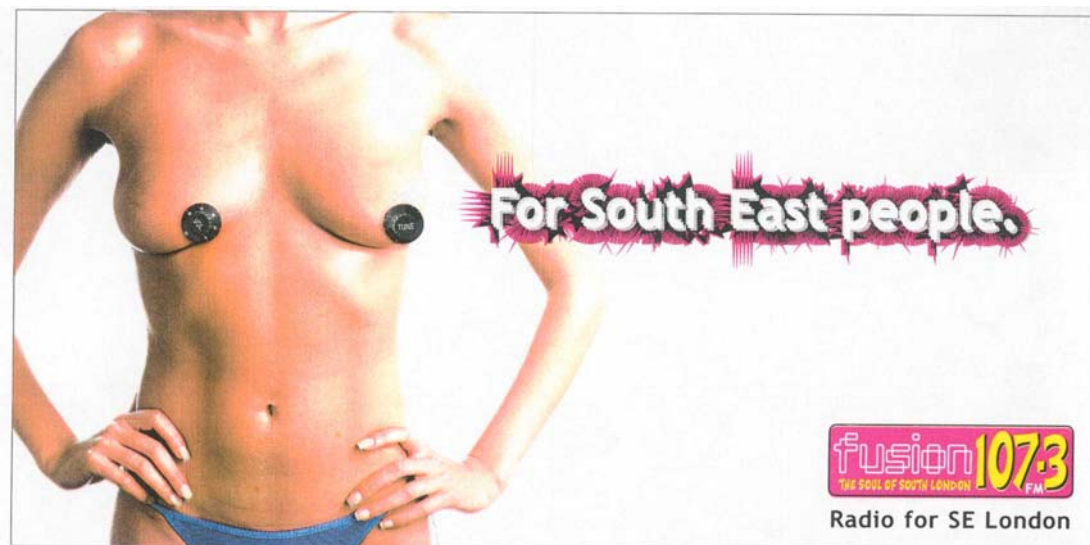
## 7.2 Fusion 107.3

The advertisement for Fusion 107.3, a local radio station, featured the naked torso of a woman with radio dials in place of her nipples with the dials facing south east. The strapline stated “FOR SOUTH EAST PEOPLE” and “FUSION 107.3 fm THE SOUL OF SOUTH LONDON”. 73 complainants objected that the poster was offensive because it was sexist and demeaning to women.

The advertisers said they had airbrushed the nipples out of the advertisement to avoid causing offence. They regretted, however, that the advertisement had been positioned near schools and other inappropriate locations. The Authority considered that the use of the torso was sexist and irrelevant to the product advertised. It concluded that it was likely to cause serious or widespread offence and the advertisers agreed to remove the advertisement.

This advertisement accounted for one breach in the entertainment sector and one within the billboard location.

Clause 5.1



**Outcome:** The advertisers assured the ASA that the advertisements would be withdrawn immediately and that the same or similar images would not appear in their future advertising.

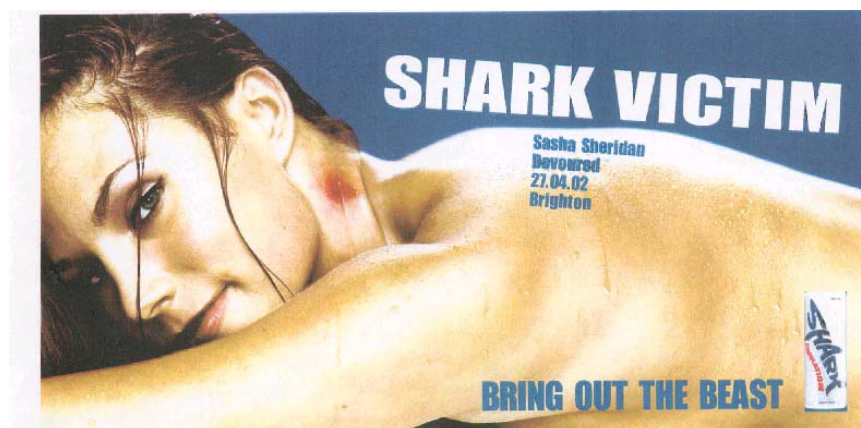
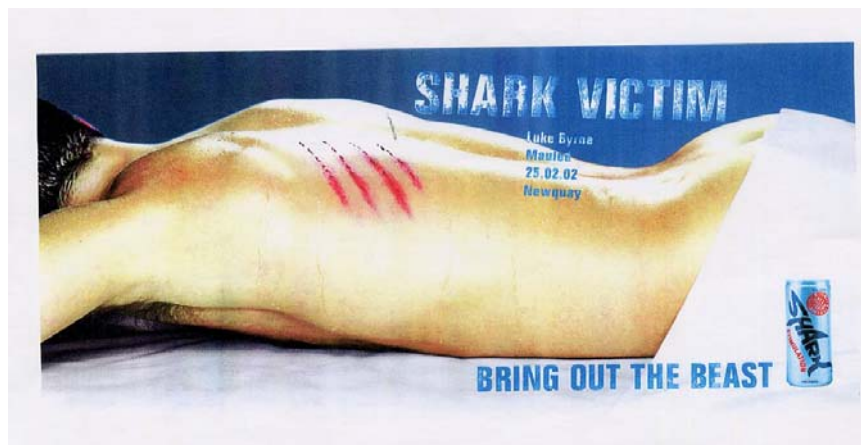
### 7.3 Shark AG

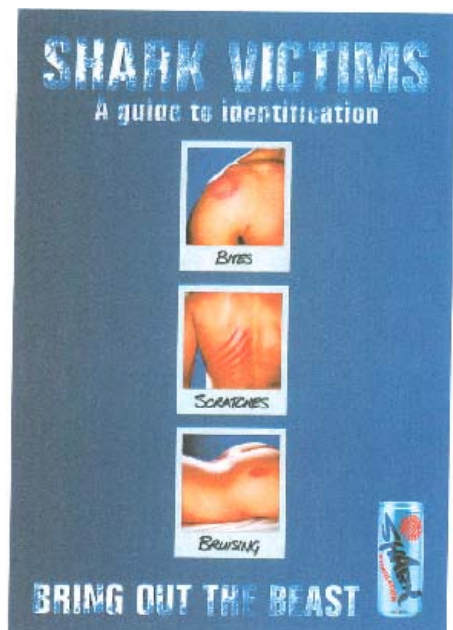
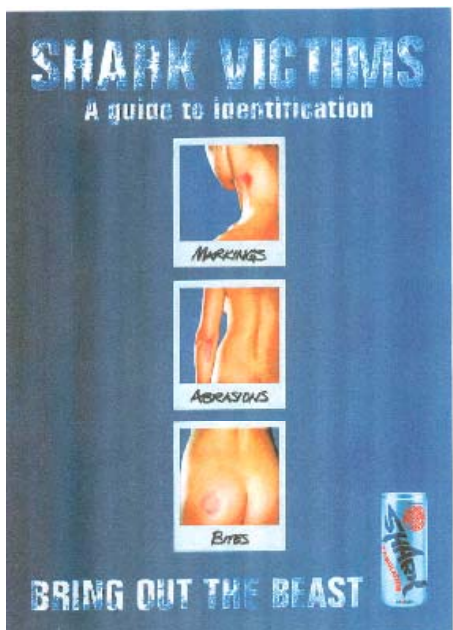
The advertisements for 'Shark', an energy drink targeted at 16 – 24 year olds, featured a naked male or female lying on their front with various injuries such as scratch marks, bruises, bites and abrasions. The name of the person was shown alongside with the claim "SHARK VICTIM" and a strapline stated "BRING OUT THE BEAST". 13 complainants objected that the posters were offensive as they condoned sexual violence.

The advertisers argued that the campaign suggested a playful encounter with a partner, not violence. They believed that the executions were light-hearted and said the 'shark attack' approach was used to combine a humorous reference to the product and a play on the term 'sharking', a phrase used by the target age group to mean to search for a partner. However, the Authority considered that the posters were sexually explicit and that they could be seen to condone sexual violence. The advertisers were told to remove the posters.

The advertisements fell within the food and drink sector and accounted for four of the breaches in the sample. Three of the advertisements in the sample appeared in a tube station and one appeared on a billboard.

Clauses 2.2, 5.1 and 11.1





**Outcome:** The advertisers gave an assurance that the advertisements would not appear again and that similar images that were likely to breach the Codes would not be used in future advertising. They have checked subsequent posters in the campaign with the CAP Copy Advice team.

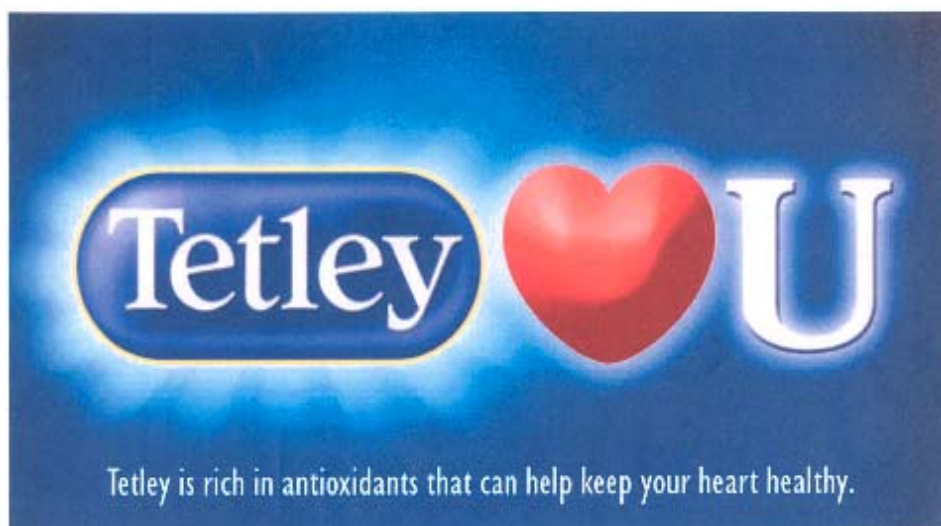
#### 7.4 Tetley GB Ltd

The poster for Tetley tea was headlined “Tetley (picture of heart) U” and claimed “Tetley is rich in antioxidants that can help keep your heart healthy”. The Food Commission, objected that the claim “can help keep your heart healthy” misleadingly implied drinking tea had proven health benefits.

The advertisers sent a number of studies that they believed supported the claims. The Authority took expert advice and concluded that some studies showed no health benefits and others, which indicated a positive effect on health from drinking tea, emphasised the need for more research before a firm conclusion could be reached. The Authority considered that the advertisers had not provided adequate evidence to support their claim and upheld the complaint.

This advertisement accounted for one of the breaches in the food and drink sector and one breach in the billboard location.

Clauses 3.1, 7.1 and 50.1



**Outcome:** The advertisers were asked to prepare future advertising with the help of the CAP Copy Advice team.

## 7.5 GlaxoSmithKline (UK) Ltd

The advertisement for NiQuitin Lozenges, a 'stop smoking aid', was headlined "Can Triple Your Chance of Success" and claimed "A recent clinical study, conducted in the USA and UK with 1,800 smokers concluded that the new NiQuitin CQ 4mg Lozenges could triple the chances of success for more dependent smokers". A competitor, Pharmacia Consumer Healthcare, challenged the claim.

The advertisers said that the study to which the advertisement referred had been peer-reviewed and accepted for publication by a major scientific journal. The Authority assessed the evidence and concluded that the results of the study had been misinterpreted: the study showed that the product had doubled the chances of success, not tripled as claimed in the advertisement. The Authority asked the advertisers to amend the claims with the help of the CAP Copy Advice team.

This advertisement accounted for the single breach in the health and beauty sector and one breach in the bus shelter location.

Clauses 3.1, 7.1, 19.1 and 19.2



**Outcome:** The advertisements were withdrawn and the advertisers provided an assurance that the same or similar claims would not appear in future advertisements.

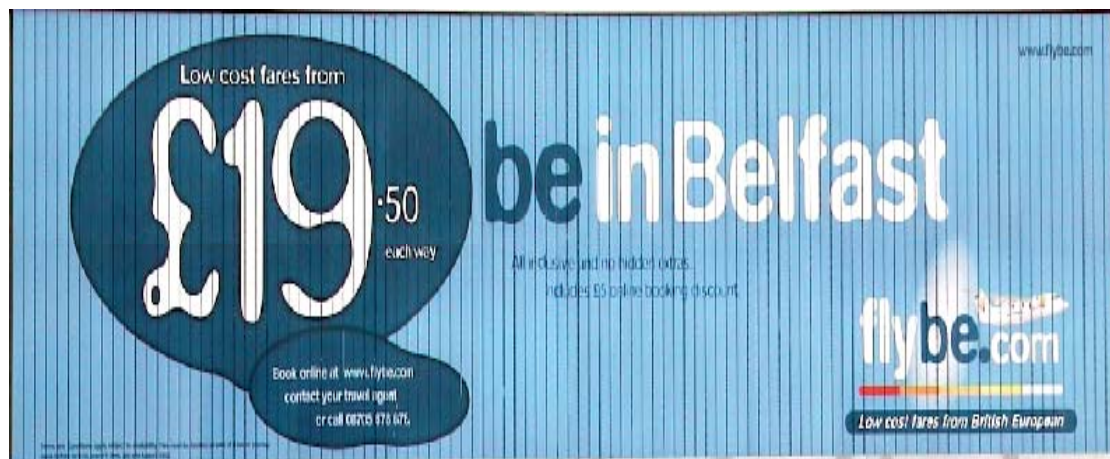
## 7.6 British European

Posters in this campaign offered each way fares to specific destinations. Two complainants objected that the advertisement was misleading because one-way tickets were not available at those prices.

The advertisers stated that the prices referred to each-way fares not one-way fares and that a return ticket had to be purchased to obtain the fares quoted. The ASA considered that readers would infer from the advertisement that a one-way ticket could be bought for £25 and it upheld the complaints. The advertisers agreed to amend their future advertising.

This advertisement accounted for one breach within the holiday and travel sector and one breach in the tube poster location.

Clauses 15.1, 15.3, 32.1 and 37.1



**Outcome:** The advertisers said that all advertisements had been immediately amended to show either 'one-way' or 'return' fares.

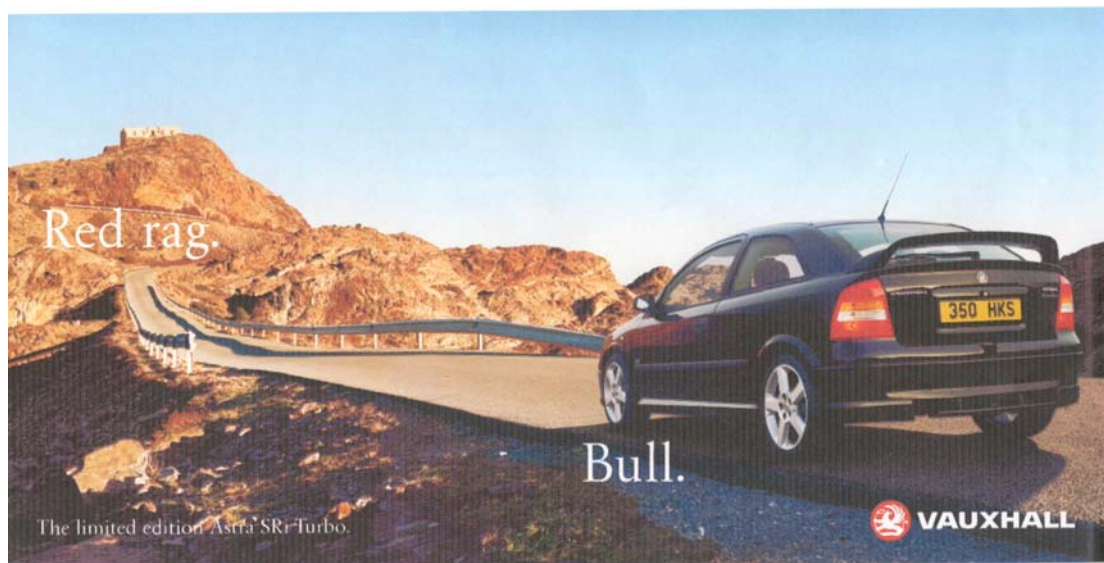
## 7.7 Vauxhall Motors

The advertisement for Vauxhall Motors featured an apparently stationary Astra Sri Turbo on a straight stretch of road that wound round mountainous terrain. The car was labelled “Bull” and in the distance were the words “Red Rag”. The complainant objected that the advertisement encouraged speeding and reckless driving.

The advertisers said they had meant to convey that the car had good ride and handling and was for people who enjoyed driving. They pointed out that the car was clearly stationary and argued that the words “Red Rag. Bull” highlighted the enticement of the road to the driver and that the focus was on the enjoyment of the drive ahead, not the speed the car could achieve. The Authority considered that the claims implied the driver was about to charge along the road at high speed. It concluded that the advertisement could encourage speeding or reckless driving and told the advertisers not to repeat it.

This advertisement accounted for the single breach in the motoring sector and one breach in the billboard location.

Clauses 48.2, 48.3 and 48.4



**Outcome:** The advertisers said the advertisement would not appear again; they were asked to check future advertising for high performance versions of their cars with the CAP Copy Advice team.

## 7.8 Tommy's The Baby Charity

The poster claimed "Your 50p will keep a premature baby alive for 1.8 seconds. Please give generously", with a footnote "£15 will help Tommy's put an end to miscarriage, premature birth and stillbirth". The complainants, who understood that the advertisers carried out research, believed the advertisement misleadingly implied contributions would be spent keeping babies alive.

The advertisers said the advertisement's message was that it was expensive to run a premature baby unit. They believed that by putting money into research to find a cause and prevent premature birth happening the NHS would be saved from the expense of supporting premature babies. The advertisers said the footnote made it clear that donations funded their research into stopping premature births. They provided a copy of their Memorandum of Association which explained their funds had been directed at the prevention of premature birth. The Authority considered that the claim misleadingly implied that donations would go towards the costs of supporting a premature baby. Because they did not, the Authority asked the advertisers to amend the advertisement and to take more care in future to make clear how donations would be used.

The advertisement accounted for the single breach in the non-commercial sector and one breach in the bus shelter location.

Clauses 3.1 and 7.1



**Outcome:** The advertisers said the campaign had been withdrawn. They assured the ASA that the advertisement would not appear again and that the same or similar claims would not appear in their future advertising.

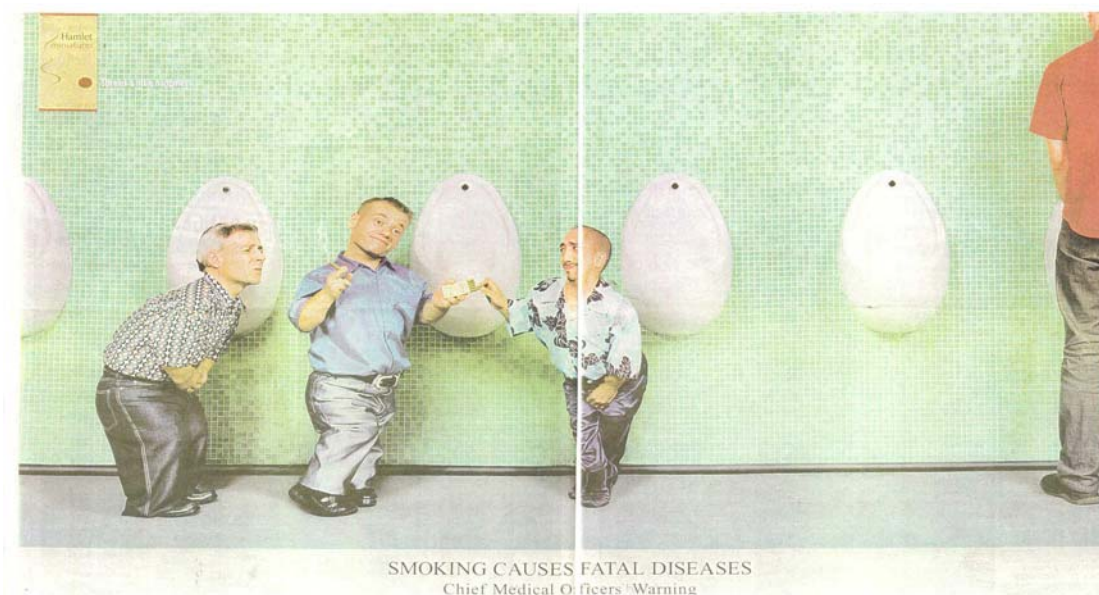
## 7.9 Gallaher Group Plc t/a Hamlet Miniatures Cigars

The advertisement for Hamlet Miniatures Cigars featured three dwarves who were not tall enough to reach the urinals in a men's toilet. One was smoking a cigar and offering the packet to the others who clearly needed the toilet. A government health warning also appeared on the advertisement. 19 complainants objected to the poster; the points raised were that the advertisement misleadingly implied that dwarves were small because they or their mothers smoked and that the poster was offensive because it ridiculed short people, demeaned dwarves and was set in a urinal.

The ASA did not uphold the complaints that the poster implied dwarves were small because they or their mothers smoked, because it believed most people would not interpret the advertisement in this way. In response to the other complaints, the advertisers argued that they had used dwarves to portray the miniature aspect of the cigars and believed that the humour allowed the reader to laugh along with the characters, not at them. They maintained that the situation was a real one that people of restricted height faced every day. The Authority considered that the poster showed the dwarves in real discomfort at not being able to perform an ordinary task and that it ridiculed them. The Authority concluded that the poster was likely to cause serious or widespread offence and told the advertisers not to use the approach again.

This advertisement accounted for the single breach within the tobacco sector and one breach in the billboard location.

Clauses 3.1, 5.1 and 7.1



**Outcome:** The advertisers withdrew the advertisements and said they had no plans to continue with the campaign. They provided an assurance that the same or similar approach would not be used in future advertisements.

#### **7.10 Breaches found by the Compliance team (that had not attracted complaints to the ASA)**

Two breaches were found by the Compliance team. The first was an advertisement for a promotion appearing on a phone box after the closing date of the promotion. The Compliance team drew this to the advertisers' attention and they gave their assurance that the advertisements would be removed. The advertisement was for a company in the computers and telecommunications sector.

The second advertisement, appearing in a tube station and showing special offers for train fares, continued to appear when the promotional fares were no longer available. The advertisers provided an assurance that the advertisement would be removed.

Clauses 3.1 and 17.1