

<b>COMPLAINT NUMBER</b>	17/202
<b>COMPLAINANT</b>	C Doms
<b>ADVERTISER</b>	Harvey Norman NZ
<b>ADVERTISEMENT</b>	Harvey Norman NZ, Digital Marketing
<b>DATE OF MEETING</b>	3 July 2017
<b>OUTCOME</b>	No Grounds to Proceed

**Advertisement:** The Harvey Norman website, [www.harveynorman.co.nz](http://www.harveynorman.co.nz), advertisement for their 1/2 yearly sale states "60 months interest free interest free storewide." It lists in two separate sections that exclusions apply to "Apple products, gaming consoles, Microsoft Surface, Samsung Glaxy S7/S8, Sonos, Miele Whiteware/Cookware and Outlet Stores."

**The Chair ruled there were no grounds for the complaint to proceed.**

**Complainant, C Doms, said:** This refers not only to their website, but their television and radio ads. They constantly refer to "Interest free STORE WIDE". This is completely bogus, as their list of exclusions in the fine print clearly precludes them from falsely using the phrase "store wide". They have exclusions from every department within their store, and in particular high value low-margin items that people are very likely to want to finance. Excludes all Apple products, gaming consoles, Microsoft Surface, Samsung Galaxy S7/S8 ranges, Sonos, Miele Whiteware/Cookware and Outlet Stores.

**The relevant provisions were Code of Ethics - Basic Principle 4, Rule 2**

**The Chair** noted the Complainant's concern that it was misleading to use the word 'storewide' on the Advertiser's website promotion of the interest free sale, when so many exclusions apply.

In considering the issue raised by the Complainant, the Chair referred to a precedent Decision - 08/222. That decision considered the similar advertising campaign and was Not Upheld by the Complaints Board.

That decision said in part :-

...“It noted that the only exclusions were Apple products. The Complaints Board said that the details in the graphic were clear and concise, the font size adequate, the colour contrast well chosen, and the on-screen duration generous. The Complaints Board noted that the “storewide interest free” offer was applicable to by far the majority of the products available at Harvey Norman.”

The Media representative for the precedent decision clarifying the 'storewide' claim said in part: -

“Harvey Norman's operating structure is unusual in that each store department (furniture, bedding, computer or electrical) is operated separately...In this instance

the sale encompassed all four of the operations – hence the term ‘storewide’.”

The Chair noted that in the website advertisement before her, the qualifying conditions and exclusions were made very clear and repeated twice on the main website page, meaning the average consumer would understand what products were being excluded.

In the Chair’s view the sale appeared to apply across a range of departments, which supported the reference to “storewide”

The Chair ruled the advertisement had been prepared with a due sense of social responsibility to consumers and there was no apparent breach of the Code of Ethics

Accordingly, the Chair ruled there were no grounds for the complaint to proceed.

**Chair’s Ruling:** Complaint **No Grounds to Proceed**