

COMPLAINT NUMBER	19/114
COMPLAINANT	H Mueller
ADVERTISER	Real Finance
ADVERTISEMENT	Real Finance, Radio
DATE OF MEETING	26 March 2019
OUTCOME	Not Upheld

SUMMARY

The Real Finance radio advertisement has a man and a woman purchasing a product and says in part: [Male] “Are you sure you want that one? [Female] “Yes I love it!” [Male] It’s way more than the other one though.” [Female] “If you love me, you’ll find a way.”

The Complainant was concerned the advertisement perpetuates negative gender stereotypes and normalises manipulative behaviour and emotional blackmail in relationships.

The Advertiser clarified their business model as a mid-length lending organisation rather than a short-term lender. The Advertiser said the scenario portrays an everyday occurrence and could have been played by any gender combination. It says one person expressing a desire for a more expensive item than anticipated does not in itself cause general offense.

The Media said it does not consider the advertisement employs gender stereotyping even though a heterosexual couple is used in this particular scenario. It says the advertisement references a relatable human trait used in the discussion over purchases and is good-natured and light-hearted in nature.

The Complaints Board said the advertisement content did not reach the threshold to cause serious or widespread offence. The Complaints Board did not consider the advertisement depicted negative gender stereotyping as the scenario would equally make sense in reverse with a male character trying to persuade the female to agree to a product he desired. The Complaints Board did not consider the advertisement normalised manipulative behaviour and emotional blackmail in relationships.

The Complaints Board said the advertisement offered a legal product in a socially responsible manner, taking into account context, medium, audience and product and did not reach the threshold to breach Principle 1 and Rule 1(c) of the Advertising Standards Code or Principle 1 of the Code for Financial Advertising.

The Complaints Board ruled the complaint was Not Upheld.

[No further action required]

Please note this headnote does not form part of the Decision.

COMPLAINTS BOARD DECISION

The Chair directed the Complaints Board to consider the complaint with reference to Principle 1 and Rule 1(c) of the Advertising Standards Code and Principle 1 of the Code for Financial Advertising.

Principle 1 of the Advertising Standards Code required the Board to consider whether the advertisement had been prepared and placed with a due sense of social responsibility to consumers and to society.

Rule 1(c) required the Board to consider whether the advertisement contained anything that is indecent, or exploitative or degrading, or likely to cause harm, or serious or widespread offence, or give rise to hostility, contempt abuse or ridicule.

Principle 1 of the Code for Financial Advertising required the Board to consider whether the advertisement had observed a high standard of social responsibility particularly as consumers often rely on such products and services for their financial security.

The Complaints Board ruled the complaint was Not Upheld.

The Complaint

The Complainant was concerned the advertisement perpetuates negative gender stereotypes and normalises manipulative behaviour and emotional blackmail in relationships.

The Advertiser's Response

The Advertiser clarified their business model as a mid-length lending organisation rather than a short-term lender. The Advertiser said the scenario portrays an everyday occurrence and could have been played by any gender combination. It says one person expressing a desire for a more expensive item than anticipated does not in itself cause general offense. It says despite widespread audience cover, there has only been one complaint.

The Media's Response

The Media said the target audience males 25-45 who listen to ZM, Coast and Flava radio stations. It said it does not consider the advertisement employs gender stereotyping even though a heterosexual couple is used in this in this particular scenario. It says the advertisement references a relatable human trait used in the discussion over purchases and is good-natured and light-hearted in nature.

Complaints Board Discussion

Consumer Takeout

The Complaints Board said the likely consumer takeout of the advertisement was that Real Finance is available to help purchase a product which might be more expensive than anticipated.

Did the advertisement breach Rule 1(c)?

The Complaints Board discussed whether the advertisement contained anything that is indecent, or exploitative or degrading, or likely to cause harm, or serious or widespread offence, or give rise to hostility, contempt abuse or ridicule.

Does the advertisement depict a negative gender stereotype?

The Complaints Board said the advertisement did not depict negative gender stereotyping as the scenario would equally make sense in reverse with a male character trying to persuade the female to agree to purchase a product he desired.

The Complaints Board carefully reviewed the tone of the advertisement and agreed the line “If you love me, you’ll find a way” was a throw-away line which was used in some relationships to try and sway a negotiation in their favour. Given the context of the language, the Board said it did not reach the threshold to cause serious or widespread offence, so did not breach Rule 1(c) of the Advertising Standards Code.

Did the advertisement normalise manipulative behaviour and emotional blackmail in relationships?

The Complaints Board acknowledged the genuine concerns of the Complainant, but it did not consider the typical consumer takeout would be that the advertisement portrayed ‘gold-digging’ or ‘blackmail’. Therefore, the Board said it did not reach the threshold to cause serious or widespread offence, so did not breach Rule 1(c) of the Advertising Standards Code.

Is the advertisement socially responsible?

The Complaints Board said the advertisement promoted the lending service in a socially responsible manner, taking into account context, medium, audience and product. It did not reach the threshold to breach Principle 1 of the Advertising Standards Code or Principle 1 of the Code for Financial Advertising.

The Complaints Board ruled the complaint was Not Upheld.

DESCRIPTION OF ADVERTISEMENT

The Real Finance radio advertisement has a man and a woman purchasing a product and says in part: [Male] “Are you sure you want that one? [Female] “Yes I love it!” [Male] It’s way more than the other one though.” [Female] “If you love me, you’ll find a way.”

COMPLAINT FROM H MUELLER

Between 4:40pm and 5pm, also between 8:45am and 9am

There's an ad on ZM at the moment which basically goes like this:

Male: are you sure that's the one you want? It's more expensive than everything else
Female: if you love me, you'll find a way
Voiceover: Real Finance. She'll love you for it.

I've heard it a couple of times a day over the last week or so, and the more I listen to it, the more I think it's a really hateful message. It perpetuates negative gender stereotypes and normalises manipulative behaviour/emotional blackmail in relationships.

If you compare this ad to another one that plays on ZM (I think for Harmony) they advertise the ease of use, speed that you get the loan, and how it can help in emergencies.

Short term loan organisations are predatory enough as it is but they should be able to advertise their services without inferring that women are gold-diggers and that blackmail is acceptable.

I have heard this play in the mornings between 8:45-9am and in the afternoons between 4:40 and 5pm several days over the last two weeks.

CODES OF PRACTICE

CODE FOR FINANCIAL ADVERTISING

Principle 1: Financial advertisements should observe a high standard of social responsibility particularly as consumers often rely on such products and services for their financial security.

ADVERTISING STANDARDS CODE

Principle 1: Social Responsibility: Advertisements must be prepared and placed with a due sense of social responsibility to consumers and to society.

Rule 1(c): Decency and Offensiveness: Advertisements must not contain anything that is indecent, or exploitative or degrading, or likely to cause harm, or serious or widespread offence, or give rise to hostility, contempt abuse or ridicule.

RESPONSE FROM ADVERTISER, REAL FINANCE

We have reviewed the two possible relevant sections gratefully outlined by the ASA, including the remainder of the guidelines, and have decided we wish to defend the complaint. We reference only the potentially relevant sections outlined by the ASA for the purposes of this response.

Firstly in regards to the Advertising Standards Code - Principle 1, Rule 1(c) which is;

No reference is made by the complainant of the Advertisement falsely advertising, misleading, failing to disclose, or otherwise. This is therefore, and in our opinion, purely a complaint based on the **opinion** of the complainant, not on a factual breach of any legislation.

The references that the complainant makes are: ***“that the advertisement perpetuates negative gender stereotypes and normalises manipulative behaviour/emotional blackmail in relationships.”***

The advertisement portrays an everyday occurrence around the entire world and in all cultures, races, genders and belief systems, between two people - A conversation in this case between two equal partners, looking to express the love they have for one another in the form of a purchase (background discussion between the advertiser and the marketing company was the purchase of an engagement ring between two partners, although this is not specified in the end product).

The parts of the voice actors could have been played by any gender (and consisted of two males, two females, transgender peoples) but were recorded as one male and one female, with no discernible ethnicity.

- It is our opinion that no reasonable grounds for offence, exploitation, degradation, demeaning or objectifying peoples, race, colour, ethnic beliefs etc can be claimed simply as a result of the advertiser’s use of a male and a female voice.

It is the essence of the scenario employed in the advertisement, that one party provides (through purchase) an item to the other, as a gift of love. The fact that one is expressing a desire for an expensive option should not in itself cause general offense, as this is a normal and repeated desire across all socio-economic sections of society. The two parties may well have the financial ability to purchase the item outright, and Real Finance is merely providing an alternative means of purchase in this script, and there is no suggestion that the cost of the item is extreme, unaffordable, or will place the subjects in financial or any other harm.

- It is our opinion, that no discrimination takes place within this advertisement in relation to employment status, wealth, stereotyping, financial irresponsibility, oppression or otherwise.

If we focus attention on the actual wording of the conversation then, to ascertain whether it may contain ***“anything that is indecent, or exploitative, or degrading, or likely to cause harm, or serious or widespread offence, or give rise to hostility, contempt, abuse or ridicule”***, as Principle 1, Rule 1(c) outlines:

The precise wording is:

V1: Are you sure you want that one?

V2: Yes. I love it!

V1: It's way more than the other one though...

V2: If you love me, you'll find a way.....

VO: Real Finance dot co dot enzed or 0800 21 21 21 Cash loans made easy... she'll love you for it.

- It our opinion, that in no way does the script itself normalise or condone manipulative behaviour, emotional blackmail or perpetuate a negative gender stereotype. It is simply two people having an entirely typical conversation about the purchasing of one item that may be more expensive than another. The conversation may even be perceived to be between a brother and sister, a son and mother, a daughter and father, etc, etc and depends entirely on the opinion of the listener.
...
- In context however, the script has been played on air since May 2014, across a multitude of NZME Radio stations, reaching hundreds of thousands of listeners during that time, including in a repetitive form, and no previous complaint has been laid with ASA regarding any part of it.
- As an average - a one month snapshot of our general campaign would reach 113,213 people in Wellington and 22,222 in Christchurch, All People aged 10+ at least once. This is just an average month - there is a cumulative effect of reach with radio when you are there month in month out, so this figure would be much higher when you take into consideration the years of advertising with NZME. However it gives an approximate indication of the amount of listeners who have heard the advertisement, in one month.
- The advertisement in question played between April and August last year and then again January - March this year in both Wellington and Christchurch markets. We cannot obtain data for the past periods that the advertisement played but if it even aired an average of 6 months a year (and it may have been more often as it was our "fall back" option as well), this is roughly 32 months in total, and this extrapolates to being heard 4,333,920 times since inception.
- Over the course of this advertisements air time, 1 complaint from 4,333,920 times of listening equates to 0.000000231 % of people who have been offended by its content. Essentially, out of the whole of New Zealand (approximately 4.8M people) only 1 has a complaint about this advertisement.
- We believe this overwhelming history evidences support for the advertisement from the general public, or, at worst, that it does not cause even minor offense to the extreme majority of people it has reached in the 5 years it has been on air, played to many markets and all types of society, cultures, socio-economic groups, races, and genders.

Remainder of Complaint

Seemingly, based on the remaining content of the complaint, the complainant has a pre-conceived issue with short term lending organisations, citing them (all) as predatory.

Real Finance is not a short term lender, but rather we specialise in the mid length lending market, using collateral for lending and are comparable to other companies (including banks and their related lending organisations) within the industry such as Latitude Finance, and yes

some of Harmony's credit products do align with ours also. However the complainant is confused about Harmony, as they are also not a short term loan provider. This suggests that the complainant has not suitably researched some of the reasons why they may have felt offended by hearing our advertisement.

Further the content of OUR advertisement, and the subject of the complaint, does **not** "*...advertise the ease of use, speed that you get the loan, and how it can help in emergencies.*", as the complainant is suggesting, so the two advertisements cannot be compared. We are unaware of the Harmony advertisement that they are referring to in any case.

The complainant also makes references to the advertisement making claims or portraying that "*woman are Golddiggers*" and that "*Blackmail is acceptable*". Clearly, the script itself has no reference to either of these claims, so considering the intention of the script instead; it remains Real Finance's opinion that there is no actual portrayal of either phrase.

To clarify the meaning of these terms, in the way the complainant seemingly wishes to apply them:

Gold Digger

Cambridge English Dictionary's definition of Gold Digger is: someone, usually a woman, who tries to attract a rich person, usually a man, in order to get presents or money.

Wikipedia describes a Gold Digger slightly differently, "engaging in romantic relationships for money rather than love"

- The advertisement, as already referred to, does not disclose the wealth status of either party, only that the item is more expensive than another, and at worst the male voice considers this with slight surprise/dismay. If anything, the inflection in the male voice's response shows that he is potentially NOT a rich person, and therefore the title of Gold Digger would not be applicable to the female voice, and therefore not the advertisement either.

Blackmail

Cambridge English Dictionary's definition of Blackmail is: the [act](#) of getting [money](#) from [people](#) or [forcing](#) them to do something by [threatening](#) to [tell](#) a [secret](#) of theirs or to [harm](#) them:

Wikipedia describes Blackmail as, "...an act of coercion using the threat of revealing or publicizing either substantially true or false, and often damaging, information about a person, to the public, family members, or associates unless certain demands are met. It may involve using threats of physical, mental or emotional harm, or of criminal prosecution, against the victim or someone close to the victim. It is normally carried out for personal gain, most commonly of position, money, or property.

Blackmail may also be considered a form of extortion. Although the two are generally synonymous, extortion is the taking of personal property by threat of future harm. Blackmail is the use of threat to prevent another from engaging in a lawful occupation and writing libellous letters or letters that provoke a breach of the peace, as well as use of intimidation for purposes of collecting an unpaid debt "

- Under both definitions and for the term blackmail to apply, the first party has to demand something of the other by threatening to; publicize a secret (true or false does not matter so long as it is sufficiently damaging) about the second party, or

alternatively, harm the second party physically, emotionally, or mentally if the demand is not met.

- The Advertisement's script does not meet the criteria of Blackmail, as there is no demand made on either party, nor is any threat or consequence for failure to comply with such a demand provided by either party.

Secondly, in regards to the Code for Financial Advertising - Principle 1:

Guideline 1 (a) - Advertisements shall be set out in a way that allows them to be readily understood by the audience being addressed. All relevant information should be disclosed.

- **The Advertisement does not breach this principle. The entire script is readily understood by its intended audience, and does not make an offer of lending, therefore has no further relevant information to disclose.**

Guideline 1 (b) - Advertisements shall not portray unrealistic or exaggerated financial expectations or outcomes.

- **The advertisement does not breach this principle as it does not portray unrealistic, or exaggerated financial expectations, or outcomes.**

Guideline 1 (c) - Advertisements shall not state or imply that investments are safe or free from risk.

- **Not Applicable – the Advertisement does not discuss investments.**

Guideline 1 (d) - If examples of past performance are used, financial advertisements should make clear this does not necessarily give a guide for the future. Examples used should not be unrepresentative unless clearly identified as such.

- Not applicable – no financial information is provided in this advertisement whatsoever.

Summary

Real Finance Limited appreciates that a member of the public has taken offense to an advertisement that we have produced, and that this is clearly not an outcome that was desired when we sent it to air nor is it now.

The advertisement was produced to be part of a light-hearted, un-intrusive and non-threatening campaign, that as a result, alerted those already interested in or possibly seeking finance in the future, to the presence of our brand in the marketplace.

Feedback from the running of this particular advertisement has, aside from this complaint, been extremely positive, which is why we have continued to run it over such a long time period.

We will continue to build creative and diverse marketing in order to build our brand and attract business, and the broadcasting standards as they apply to us and our industry will continue to be considered and adhered to whenever those creatives are undertaken.

As we continue to build our brand, we may from time to time and at our own election, remove certain advertisements or campaigns in exchange for new creatives.

However, Real Finance Limited does not consider that this advertisement is in breach of those standards, and wishes to remain free to employ the advertisement in question whenever and however it sees fit, and requests that the ASA complaints board rules in our favour in order to allow us to continue to do so.

We thank you for the time you have taken to consider both sides of the argument and look forward to your considered response.

Background to relevance under the Advertising Codes of Practise:

The Asa original receptor of the complaint states that: “***The relevant section in the Advertising Codes of Practice appears to be: Advertising Standards Code - Principle 1, Rule 1(c); Code for Financial Advertising - Principle 1;***”

A basic, neutral description of the advertisement	Script attached
Date advertisement began	It was created in 2014 and has played on and off since then. In the last 12 months it has played April – August 2018 and January – early March 2019.
Where the advertisement appeared (all locations e.g. TV, Billboard, Newspaper Website)	On air on ZM, Coast, Radio Sport and Hauraki Wellington and Coast, Radio Sport, Hauraki and Flava in Christchurch
Is the advertisement still accessible – where and until when?	Was temporarily removed from Air on 12/03/2019 pending the outcome of the complaint.
A copy of digital media file(s) of the advertisement – if the complaint relates to on-screen graphic, please send a broadcast quality version.	Audio attached.
Who is the product / brand target audience?	Finance - 25 – 45 year olds needing financial loans.
Clear substantiation on claims that are challenged by the complainant.	No claims were made in this advertisement
The response from the advertiser is included in the published decision. The ASA is not able to accept confidential or proprietary information. Please contact the Complaints Manager if this is an issue.	
For Broadcast advertisements:	

A copy of the script	Attached
A copy of the media schedule and spot list (Please remove all financial information)	I have included a contract confirmation for 12 months for Wellington and three months for Christchurch of ads played.

RESPONSE FROM MEDIA, NZME

Re: Real Finance radio advertisement complaint 19/114

We are writing as the Media in response to the complaint made by H Mueller regarding the advertisement keyed "Real Finance Group Ltd-MM-4-15-LOVE MAY14 R.mp3".

The relevant section in the Advertising Codes of Practice appears to be:

Advertising Standards Code - Principle 1, Rule 1(c): Decency and Offensiveness; and Code for Financial Advertising - Principle 1: Financial Advertisements to observe a high standard of social responsibility.

The Advertising Standards Code Principle 1 Rule 1c states:

Advertisements must not contain anything that is indecent, or exploitative, or degrading, or likely to cause harm, or serious or widespread offence, or give rise to hostility, contempt, abuse or ridicule.

The Guidelines say

- Grounds for offence include, but are not limited to: **gender**; race; colour; ethnic or national origin; age; cultural, religious, political or ethical belief; sexual orientation; gender identification; marital status; family status; disability; occupational or employment status.
- Advertisements must not exploit, degrade, denigrate, demean or objectify any person or group of people or any products, services, objects or places.
- Stereotypes may be used to simplify communication in relation to both the product offered and the intended consumer. However, advertisements must not feature stereotypical roles or characteristics which, through their content and context, are likely to be harmful or offensive to people, particularly children and young people.

The Code for Financial Advertising - Principle 1 states:

Financial advertisements should observe a high standard of social responsibility particularly as consumers often rely on such products and services for their financial security.

The exact wording of the advertisement is as follows:

MV1: Are you sure you want that one?
FV1: Yes. I love it!
MV1: It's way more than the other one though...
FV1: If you love me, you'll find a way.....
VO: Real Finance dot co dot enzed or 0800 21 21 21
Cash loans made easy... she'll love you for it.

The Complaint from H Mueller includes the following statements:

“I think it's a really hateful message. It perpetuates negative gender stereotypes and normalises manipulative behaviour/emotional blackmail in relationships.

“Short term loan organisations are predatory enough as it is but they should be able to advertise their services without inferring that women are goldiggers and that blackmail is acceptable.”

While we acknowledge the offense the Complainant has taken from the advertisement, we do not believe that the scenario presented is likely to cause serious or widespread offense among the listening audiences, nor do we feel that it fails to meet the necessary high standard of social responsibility.

Principle 1 Rule 1c

We acknowledge that a stereotype is employed in the advertisement, in this case a heterosexual couple shopping for an important (implied) item. The advertisement concludes with “she’ll love you for it!” - we note this statement is gender specific, but we do not believe this is stereotyping; it simply is directed to the advertisement’s primary target of people (more specifically men in this particular instance) between the ages of 25-45.

This demographic makes up a significant portion of listeners on three of the stations used: ZM, Coast, and Flava, and a majority of the audiences on Hauraki and Sport. In this regard we are satisfied that the messaging is appropriate for the audience reached.

We understand that this advertisement has played for a number of years (since 2014) in a number of regions, and has undoubtedly been heard many thousands of times. In all of that time it has not generated any complaint until now, which suggests nothing in it has caused serious or widespread offence.

We believe the likely takeout for most listeners is that the exchange in the advertisement references a relatable human trait. Within relationships, discussions over purchases, particularly significant ones, will address various factors. These may include the price, the perceived value, the material and sentimental significance of an item, and so on. People are not always straightforward in the way they frame their views in such discussions. A statement like “if you love me, you’ll find a way” does not seem likely to be taken as gold-digging or manipulative: the tone appears to be good-natured and, in our view, a tongue-in-cheek reminder that the purchase is likely to have strong emotional value for them both over time as a symbol of their commitment to each other.

In terms of the implication that the man will borrow money for the purchase (and indeed it may end up being borrowed in her name) there can be a number of factors considered by an individual opting to do this, including the convenience of spreading payments over time to ‘lighten the load.’ To this end lending companies such as Real Finance, along with banks and other credit companies, may be considered as an option to assist.

We do not believe this advertisement is creating a negative stereotype about women, or that anybody within the audience is likely to take that message from it.

Code for Financial Advertising

The complaint states that ‘short term lending companies are predatory enough.’ We question the relevance of this statement. It is our understanding that Real Finance is a medium-term lending company, and its lending terms and interest rates are fair within the market. It also does not appear to us that anything about the advertisement, or the product, is manipulative or coercive or likely to disadvantage a listener.

We acknowledge that, as per the Code, lending companies in general are tasked with upholding a high standard of social responsibility (as opposed to a due standard) the advertisement may be scrutinised more closely in terms of prevailing community standards and attitudes and its portrayal of people among other things. However, we are satisfied that its light-hearted approach to a common and relatable situation, and the overall tone of the advertisement, does meet the required high standard.

Conclusion

We are comfortable that this advertisement does not breach the codes and support the Advertiser in their decision to defend it against the complaint received.

APPEAL INFORMATION

According to the procedures of the Advertising Standards Complaints Board, all decisions are able to be appealed by any party to the complaint. Information on our Appeal process is on our website www.asa.co.nz. Appeals must be made in writing via email or letter within 14 days of receipt of this decision.