

COMPLAINT NUMBER	19/281
COMPLAINANT	J Flannery
ADVERTISER	Brand Developers
ADVERTISEMENT	Nicer Dicer Quick, Television
DATE OF MEETING	27 August 2019
OUTCOME	Not Upheld No Further Action Required

Description of Advertisement

The Brand Developers television advertisement for Nicer Dicer Quick shows the slicing product cutting a variety of foods as ingredients, as well as into a container for storage. The advertisement says in part: “And just like all Nicer Dicer products, Nicer Dicer Quick comes with a perfect portion container and fresh keeping lid to pre-cut food right into the container. So you can snap and store or snap and take away.” The advertisement shows several shots of multiple containers being stacked up.

Summary of the Complaint

The Complainant is concerned the advertisement is misleading as it shows multiply matching containers, implying additional containers can be purchased when they cannot.

Issue Raised

- Truthful Presentation

Summary of the Advertiser’s Response

The Advertiser said the advertisement does not say that additional containers are available for purchase and gives examples of where the advertisement shows the product is designed to cut directly into the serving or cooking dishes.

Summary of the Media Response

The Commercial Approvals Bureau said the Complainant had received the product as advertised and there was nothing misleading in the advertisement, which clearly sets out its terms.

Summary of the Complaints Board Decision

The Complaints Board did not uphold a complaint about the television advertisement for Nicer Dicer Quick. The Complaint Board said the advertisement was very clear about what was available for purchase and there was no implied claim that additional containers could be purchased.

Relevant ASA Codes of Practice

The Chair directed the Complaints Board to consider the complaint with reference to the following code

ADVERTISING STANDARDS CODE

Principle 2: Truthful Presentation: Advertisements must be truthful, balanced and not misleading.

Rule 2(b): Truthful Presentation: Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission false representation or otherwise. Obvious hyperbole identifiable as such is not considered to be misleading.

Complaints Board Discussion

Consumer Takeout

The Complaints Board agreed the likely consumer takeout of the advertisement is the item for purchase is a multi-attachment cutting tool, that comes with a free container. As part of the deal, by purchasing one Nicer Dicer Quick, the consumer gets a second set free.

Is the advertisement misleading?

The Complaints Board agreed the visual at end of the advertisement made it very clear what was available for purchase and the audio said “a” container came as part of the product deal on offer.

The Complaints Board acknowledged the imagery during the advertisement showed stacks of containers, however it agreed that the advertisement clearly showed what was available for the price and no claim is made that extra containers are available for purchase.

The Complaints Board said the advertisement was not likely to mislead, deceive or confuse consumers and was not in breach of Principle 2 or Rule 2(b) of the Advertising Standards Code.

Outcome

The Complaints Board ruled the complaint was **Not Upheld**.

No further action required.

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.

APPENDICES

1. Complaint
2. Response from Advertiser
3. Response from Media

Appendix 1

COMPLAINT FROM J FLANNERY

Nicer Dicer Quick advertised.

In the ad multiple containers that fit the device are shown being stacked. There is a clear implication that extra containers can be purchased.

Having bought the Nicer Dicer Quick, with one container included, I contacted the company to ask where I could buy additional containers. The company informed me that they do not sell containers other than the one that comes with the device. I was told I can use my own containers to store the chopped vegetables..

I have seen this ad a number of times and consider it to be very misleading.

Appendix 2

RESPONSE FROM ADVERTISER, BRAND DEVELOPER

Re: Complaint 19/281 – NICER DICER QUICK Advertisement – BDL Key Number Z120NDQ03T

We are responding to a complaint from J. Flannery regarding the above referenced advertisement aired on Television One on 31 July 2019 during Tipping Point programme.

The section of the Advertising Code of Practice thought to be relevant by ASA is:
Advertising Standards Code – Principle 2, Rule 2(b)

Principle 2 reads: Truthful Presentation “Advertisements must be truthful, balanced and not misleading.

Rule 2(b) reads: Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission, false representation or otherwise.

The Complainant complains that:

“In the ad multiple containers that fit the device are shown being stacked. There is a clear implication that extra containers can be purchased. Having bought the Nicer Dicer Quick, with one container included, I contacted the company to ask where I could buy additional containers. The company informed me that they do not sell containers other than the one that comes with the device. I was told I can use my own containers to store the chopped vegetables. I have seen this ad a number of times and consider it to be very misleading.”

Brand Developers Limited’s response to the Complaint:

A link to the advertisement is being provided with this response. Persons viewing the advertisement will note that nowhere does the advertisement say that additional containers are available for purchase. In fact, the overriding message in the advertisement and point of difference of the product is that you cut foods directly into your own cooking or serving receptacles:

For example:

00:31- "Because you just slice everything right where you want it"

00:30 – Food is being cut directly into a salsa bowl

00:33 – baking dish – supported by the audible words "right in the pan"

00:35 – pot - supported by the audible words "right into the pot"

00:44 – cutting is directly onto a pizza base

It is our view that an incorrect assumption has been made by the complainant regarding the availability of additional containers, however, the overriding message of the advertisement does not support this assumption, and in fact repeatedly reinforces an alternate message, namely that the product is designed to cut directly into the serving or cooking receptacle and saves the user in this way. At 00:31 the words "No more messy working surface!" appears on the screen as a super.

In summary, we submit the Advertisement does not offend against Principle 2, Rule 2(b) of the Code and, in addition, was deemed fit for broadcast by CAB on 3 June 2019.

Appendix 3**RESPONSE FROM MEDIA, COMMERCIAL APPROVALS BUREAU****BRAND DEVELOPERS TELEVISION ADVERTISEMENT**

COMPLAINT: 19/281 KEY: Z120NDQ03T RATING: G

We have been asked to respond to this complaint under the following codes:

Advertising Standards Code - Principle 2, Rule 2(b);

CAB approved this Nicer Dicer Quick commercial on 03/06/19.

A complainant received a product they had ordered. The complainant sought additional accessories, but they are only available in certain sales package.

We must be clear that the complainant did in fact receive the products they purchased. Their inquiry with the advertiser involved a product that is not available separately, but is still available for purchase in a set.

The outcome is unfortunate for particular customer, but the commercial does not mislead or make any false claims and very clearly set out its terms. No other consumer will experience this specific outcome.

This complaint should not be upheld.