

COMPLAINT NUMBER	20/187
ADVERTISER	Showerdome Ltd
ADVERTISEMENT	Showerdome, Television
DATE OF MEETING	27 May 2020
OUTCOME	Settled – advertisement amended

Advertisement: The Showerdome television advertisement promotes the Showerdome product which helps contain bathroom condensation. The advertisement describes the amount of moisture an average family's showers would create over a year and says in part "Along with the virus producing mold and bacteria causes.". The advertisement concludes with the showerdome logo and website address.

The Chair ruled the complaint was settled.

Complaint: On TV an ad for showerdome stated it removes condensation which causes mold and bacteria which produce viruses. The statement I believe is false and misleading. I believe this company is trying to scare people into a purchase on the back of the current covid19 pandemic.

Advertiser: Showerdome Ltd said:

"We are happy to report that this issue has already been resolved, by way of a re-voice of the TVC on 13/05/2020 to exclude the term 'virus producing mould'. The revised advert has been lodged and airing since 14/05/2020.

As I'm sure you can appreciate, the advert was created months prior to the COVID-19 outbreak. Once the pandemic hit, we identified that we weren't comfortable with the wording in the 30 second advert including 'virus producing', so had subsequently only booked 15 second spots for our TV schedule in April / May / June. The 15 second wording is different, and doesn't mention 'virus' at all.

However with the downturn in advertisers, TVNZ kindly bonused us some spots, and used the 30 second advert, which we were not anticipating. As soon as we became aware of this, the re-voice was organised and completed the same day."

The relevant provisions were Advertising Standards Code - Principle 2, Rule 2(b);

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.

The Chair noted the Complainant's concerns the advertisement makes misleading claims about virus production.

The Chair acknowledged the Advertiser had taken action to amend the advertisement in light of the COVID-19 pandemic and the screening of the unedited version of the advertisement was unintentional.

Given the Advertiser's co-operative engagement with the process and the self-regulatory action taken in amending the advertisement, the Chair said it would serve no further purpose to place the matter before the Complaints Board.

The Chair ruled the complaint was settled.

Chair's Ruling: Complaint **Settled – advertisement amended**

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 calendar days of receipt of this decision.