

COMPLAINT NUMBER	20/387
ADVERTISER	Hello Fresh
ADVERTISEMENT	Hello Fresh, Website
DATE OF MEETING	27 October 2020
OUTCOME	No Grounds to Proceed

Advertisement: The Hello Fresh website advertisement promotes their various Hello Fresh food boxes. The advertisement includes the statement "Value for money - We work closely with our trusted suppliers to source fresh, high-quality ingredients for your box."

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

Complaint: If a company calls itself Hello Fresh - wouldn't that imply that the food they offer is fresh? I was receiving these goods for awhile, but after receiving three Not fresh deliveries, have now cancelled it. The first two were broccoli that went to seed after being kept in the refrigerator for no more than 5 days. I have bought broccoli from the supermarket and it hasn't gone to seed even after two weeks in the refrigerator. The third instance was receiving a mouldy carrot in the last batch. Carrots last for months in the refrigerator. All the company would offer was \$12 credit on my account - this only covers delivery. I feel that a company calling itself Hello Fresh should have all fresh goods that are kept refrigerated until they are dispatched. I am not wanting a refund, I just do not wish others to receive the same low quality in expectation of "fresh" vegetables.

The goods are couriered in a box with icepacks in it which is good and received within a few hours, so it's not the courier that is at fault. Once received I put the goods into the freezer (meat) or the refrigerator.

I have attached a picture of the carrot.

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 concern the advertisement was misleading to claim it provided fresh produce when their experience was that it was not always fresh.

The Chair confirmed the role of the Complaints Board was to consider the content and placement of advertisements and compliance with the Advertising Codes of Practice. While the Chair acknowledged the Complainant's concerns, she considered their issue related to the standard of service they received, including very specific examples of the quality of the food delivered.

The Chair said the Complainant's experience with the quality or shelf-life of individual vegetable items they received did not make the overall advertisement misleading, given the sheer quantity of produce delivered by the company. The Chair said the Complainant was concerned the product did not meet their expectations and this was a service issue best addressed by the Advertiser directly.

The Chair said that nothing in the advertisement itself reached the threshold to be misleading and was not in breach of Principle 2 or Rule 2(b) of the Advertising Standards Code.

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

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

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.