

COMPLAINT NUMBER	21/062
ADVERTISER	Rotorua Thermal Holiday Park
ADVERTISEMENT	Rotorua Thermal Holiday Park Website
DATE OF MEETING	22 February 2021
OUTCOME	No Grounds to Proceed

Advertisement: The Rotorua Thermal Holiday Park website advertisement had the following text: “The Kiwi Holiday Parks & Accommodation Discount Card entitles you to 15% discount on your accommodation. *Restrictions apply”.

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

Complaint: It is my belief that the wording detailing the percentage amount of discount available on a stay at the resort is misleading.

I don't believe the argument that conditions limiting the degree of discount available apply because the sentence describing the discount in black and white states purely that there is a percentage value applicable. The limitation on that is a fundamental value descriptive that is not included on this page and has to be accessed via another link. That process in itself occurs when the user is busy and understandably distracted by the business of scheduling a holiday.

It is an easy assumption to make based on the presentation of information on this webpage that purchasing of the card will entitle one to a full 15% discount across the entire period of a booking, whereas in reality the maximum is limited by hidden or obscure terms to a fixed value of only \$35, incidentally the purchase price of the card. I believe the structure of this behaviour cynically and knowingly manipulates the consumer into believing they are getting something quite different.

Furthermore when we complained about this to kiwi card provider we received an email not only disagreeing with our view but flatly denying us the option of a refund.

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 in its promotion of a 15% discount on accommodation purchased at Kiwi Holiday Parks.

The Chair said the likely consumer takeout of the advertisement was: if you purchase the Kiwi Holiday Parks & Accommodation Discount Card you will be entitled to a 15% discount on your accommodation, but there are restrictions to this offer.

The Chair said the advertisement made it clear that there were restrictions that applied to the use of the accommodation card. Further information about these restrictions was available on the Kiwi Holiday Parks website.

The Chair said although the Complainant may have been surprised by the extent of the restrictions that applied to the use of this card, they had been given advance notice, in the advertisement, that these restrictions existed. The Chair said the Complainant had had the opportunity to find out more about these restrictions, prior to purchasing the card.

The Chair said the advertisement was not likely to mislead or confuse consumers and therefore did not meet the threshold to breach 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.