

COMPLAINT NUMBER	22/066
ADVERTISER	Kennards Hire
ADVERTISEMENT	Kennards Hire, Television
DATE OF MEETING	14 March 2022
OUTCOME	No Grounds to Proceed

Advertisement: The television advertisement for Kennards Hire shows a ceremony in which a man makes an oath to "help everyone, everywhere make their job easier". He says "ken oath!" to affirm the oath. He then walks through the door and enters the shop floor of Kennards where a woman asks for some assistance with a tool. In response, he shouts enthusiastically, "ken oath!". On screen, text states, "talk to someone who has taken the ken oath customer service pledge". The Kennards Hire logo is shown underneath.

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

Complaint 1: The advertisement centers around the phrase Ken-oath, which is a well known colloquialism (with slightly different spelling) for the F word.

Complaint 2: The advertisement states loudly and emphatically "Ken Oath" which is a play on the advertiser's name. The phrase "ken oath" is also a widely understood (and used!) abbreviation or euphemism for "fucken oath". It is widely understood as that in NZ. To use this phrase is offensive (in breach of Rule 1(c)) and particularly in prime time when all ages are likely to be watching. This advertisement has been aired on previous days also, and sometimes multiple times during prime time.

Complaint 3: This advertisement displays a young man being required to take what is described as "The Ken Oath" the words Ken Oath being used several times throughout the advertisement. It is quite obvious that this expression is an abbreviated form of a coarse expression, intended to reference an indecent our letter word, the full expression 'F**king Oath', being used to express the sentiment, "too right" It is totally unacceptable to have this expression introduced into our home at a time when families are watching a news program and children are present. In case you think I am slightly oversensitive about this, I advise that I am a former soldier and Traffic Officer, I am not a shrinking violet, but I find this ad offensive

The relevant provisions were Principle 1 and Rule 1(c) of the 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.

The Chair noted the Complainants found the use of the words “ken oath” in the advertisement offensive. The Complainants said the phrase was suggestive of an expletive and was inappropriate for children to see in a television advertisement.

The Chair reviewed the advertisement. She said the likely consumer takeout was that the Advertiser’s staff are dedicated to providing a positive customer experience.

The Chair then considered whether the use of the words “ken oath” was likely to cause serious or widespread offence. The Chair referred to a precedent decision 16/129 about an advertisement for Handee Ultra paper towels in which the word “sheet!” was used when an individual spilt something. The Complaints Board did not uphold the complaint.

The decision stated in part, that the use of the word ‘sheet’,

“...was employed as a double entendre relating to the reactions of people to accidental spills and suggesting consumers only required a single sheet of Handee towel to clean up a spill. The Complaints Board said the advertisement was light hearted and humorous and while suggestive of an expletive, did not actually use the word ‘shit’.”

The Chair said that similarly, the phrase “ken oath” was a play on words. The advertisement was based on the idea that the “ken oath” was a pledge made by employees of the Advertiser, being ‘Kennards’. It could also refer to the colloquial expression of agreement, “fucking oath”.

The Chair said that in this instance also, while the phrase was suggestive of an expletive, it did not actually use the words ‘fucking oath’. She said the phrase was part of the punch line of the advertisement and was effective only for viewers who were old enough to understand the double entendre.

The Chair then confirmed the rating of the advertisement. The Commercial Approvals Bureau classified the advertisement ‘General’, meaning it may be broadcast any time. Two Complainants saw the advertisement during news programmes, which are unrated, and the other Complainant saw the advertisement during *Married at First Sight*, which is rated PG and targeted to an adult audience. The Chair confirmed the advertisement played within its afforded rating and had been placed responsibly.

The Chair said taking into account the context, medium, product and audience, the advertisement was unlikely to offend against generally prevailing community standards or cause serious or widespread offence. She said the advertisement was not in breach of Principle 1 or Rule 1(c) of the Advertising Standards Code.

The Chair ruled there were no grounds to proceed with the complaints.

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 with notification of the intent to appeal lodged within 14 calendar days of receipt of the written decision. The substantive appeal application must be lodged with the ASA within 21 calendar days of receipt of the written decision.