

Self-regulation of alcohol advertising: Is it working for Australia?

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ABSTRACT

Objective: Restrictions on alcohol advertising have increasingly become an issue for debate around the world. Some countries rely on governmental reg-

ulation, whereas others, including Australia, utilise a system of industry self-regulation. This study calls into question the effectiveness of the alcohol beverage industry's self-regulation of advertising in Australia.

Method: Between May 1998 and April 1999, 11 alcohol advertising complaints (relating to nine separate advertisements) were lodged with the Advertising Standards Board (ASB) by members of the general public. In Phase One of the present study, eight marketing academics ('expert judges') were asked, without knowing the ASB's rulings, to judge whether the advertisement(s) breached any of the clauses of the Australian Association of National Advertisers' Code of Ethics or Alcoholic Beverages Advertising Code. In Phase Two, the same ads were similarly assessed by a group of second-year advertising students at an Australian university ('student judges').

Results: A majority of the expert judges perceived breaches of the Codes for seven of the nine advertisements. For all nine of the advertisements, a majority of the university students felt that each of the ads was in breach of one or more of the Codes of Practice. The ASB had ruled that none of the ads breached any of the Codes.

Discussion and Conclusions: There is a clear discrepancy between our judges and members of the ASB with respect to interpretations of the Codes of Practice. Given that our judges were not biased against alcohol advertising and self-regulation, it appears that ASB members may lack objectivity (or expertise) in their assessments of complaints.

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Furthermore, consumers who contact the ASB prior to submitting a written complaint are provided with copies of recent decision records, namely 11 out of 11 complaints rejected in this case. It may well be that this information would discourage many complainants from proceeding. This potentially inhibitory practice, as well as our failure to replicate the ASB's decisions, lead us to question whether ethical responsibility is being met by the self-regulatory system for alcohol advertising.

KEYWORDS: *advertising, self-regulation, alcohol messages*

INTRODUCTION

Ethics and advertising

Advertising deception and unacceptable advertising content have been addressed in detail by many writers (for a review, see Nebenzahl and Jaffe 1998). The 1997 Vatican statement on ethics in advertising postulated three principles for the adjudication of the ethics of advertising: (1) a principle of truthfulness; (2) a principle of human dignity; and (3) a principle of social responsibility (Pontifical Council for Social Communication 1997). These principles have previously been brought to the attention of the advertising community, and appear generally accepted as relevant and appropriate by marketing academics, if not always implemented in practice (Sheldon 2000).

Alcohol advertising — government or self-regulation?

Restrictions on alcohol beverage advertising have increasingly become an issue for debate in Australia and around the world. Some countries have taken the step of imposing time and location limits on alcohol advertisements; for example, the Netherlands and France (Sheldon 2000; Michalczyk 1999). Other countries, including the UK and Australia, have instead chosen to focus on self-regulation.

The purported benefits of self-regulation include: being less adversarial; allowing small

businesses to act against deceptive advertising of larger companies; and, perhaps most importantly, forestalling more onerous government regulation (Davidson 1997; Whittlesey 1998). But, the question for the consumer remains: does self-regulation ensure that the community is protected from breaches of the three principles set out above?

Regulation of alcohol advertising in Australia

Since 1992, the Australian alcohol industry has run a pre-launch 'vetting' system for alcohol advertisements, and proudly proclaims that this has resulted in a dramatic reduction in complaints, at least between 1990 and 1993 (Pearson 1998).

In practice, two presumably complementary industry self-regulation codes apply to alcohol advertisements. Following the demise of the Advertising Standards Council in 1996, the major industry body, the Australian Association of National Advertisers (AANA), developed the Advertiser Code of Ethics (which applies to all forms of advertising), and established the Advertising Standards Board (ASB) and the Advertising Claims Board (ACB) to deal with complaints and breaches of the code. The AANA additionally allowed the alcohol industry to separately develop its own code, the Alcoholic Beverages Advertising Code (ABAC), and its own complaints management system, the Alcoholic Beverages Advertising Code Complaints Adjudication Panel. This Panel reports to the Alcoholic Beverages Advertising Code Management Committee which is responsible for overseeing the ABAC. Both the Alcoholic Beverages Advertising Code and the complaints management system operate under the structure developed by the AANA.

The relevant sections of the AANA Code specify that advertisements shall:

- 2.1 not portray people in a way which discriminates or vilifies a person or section of the community on account of

- race, ethnicity, nationality, sex, age, sexual preference, religion, disability or political belief;
- 2.2 not present or portray violence unless it is justifiable in the context of the product or service advertised;
- 2.3 treat sex, sexuality and nudity with sensitivity to the relevant audience and, where appropriate, the relevant program time zone;
- 2.5 use only language which is appropriate in the circumstances and strong or obscene language shall be avoided;
- 2.6 not depict material contrary to prevailing community standards on health and safety.

The ABAC states that advertisements for alcohol must —

- (A) present a mature, balanced and responsible approach to the consumption of alcohol beverages and, accordingly —
- (i) must not encourage excessive consumption or abuse of alcohol;
 - (ii) must not encourage underage drinking;
 - (iii) must not promote offensive behaviour of the excessive consumption, misuse or abuse of alcohol beverages.
- (B) not have a strong or evident appeal to children or adolescents and accordingly —
- (i) adults appearing in advertisements must be over 25 years of age and be clearly depicted as adults;
 - (ii) children and adolescents may only appear in advertisements in natural situations (eg family barbecue, licensed family restaurant) and where there is no implication that the depicted children and adults will consume or serve alcohol beverages;
 - (iii) adults under the age of 25 may only
- appear as part of a natural crowd or background scene.
- (C) not suggest that the consumption or presence of alcohol beverages may create or contribute to a significant change in mood or environment and, accordingly —
- (i) must not depict the consumption or presence of alcohol beverages as a cause for or contributing to the achievement of personal, business, social, sporting, sexual or other success;
 - (ii) if alcohol beverages are depicted as part of a celebration, must not imply or suggest that the beverage was a cause of or contributed to success or achievement;
 - (iii) must not suggest that the consumption of alcohol beverages offers any therapeutic benefit or as a necessary aid to relaxation.
- (D) not depict any association between the consumption of alcohol beverages other than low alcohol beverages and the operation of a motor vehicle, boat, or aircraft, or the engagement in any sport (including swimming and water sports) or potentially hazardous activity and accordingly —
- (i) any depiction of the consumption of alcohol beverages in connection with the above activities must not be represented as having taken place before or during engagement of the activity in question and must in all cases portray safe practices;
 - (ii) any claim concerning safe consumption of low alcohol beverages must be demonstrably accurate.
- (E) not challenge or dare people to drink or sample a particular alcohol beverage, other than low alcohol beverages, and must not contain any inducement to prefer an alcohol beverage because of its higher alcohol content.
- (F) comply with the Advertiser Code of

Ethics adopted by the Australian Association of National Advertisers.'

Overall, it appears that the two Codes comprehensively embody the three principles of the Pontifical Council's statement on ethics in advertising.

Individuals who believe an advertisement is in breach of advertising standards are able to lodge a formal complaint with the Advertising Standards Board, which, in the case of alcohol advertisements, theoretically passes the complaint on to the ABAC Complaints Adjudication Panel for determination. The use of the word 'theoretical' is deliberate here, as it appears that alcohol advertising complaints are first subject to a 'triage system', resulting in some being referred to the ABAC Panel and others being determined by a separate committee of the ASB.

Eleven alcohol advertising complaints which were lodged with the ASB between May 1998 and April 1999 (ASB 1999) were included in the study. These complaints related to nine separate advertisements. The ASB's case reports for these complaints state that the board considered only whether the ads breached s. 2 of the Advertiser Code of Ethics. In none of the cases is there any mention of whether or not the complaints were passed to the Alcoholic Beverages Advertising Code Complaints Adjudication Panel or the Alcoholic Beverages Advertising Code Management Committee. It may be assumed then that none of these alcohol advertising complaints were considered by the ABAC panel.

THE STUDY

Methodology — expert judges

Eight expert judges were selected to review the 11 advertising complaints (presented as nine cases — ie nine separate ads). The judges were Australian advertising/marketing academics known to the authors: six male and two female; three full Professors, one Associate Professor, three senior lecturers and one

lecturer. None indicated any objection to alcohol advertising; all were clearly supportive of commercial marketing and in favour of industry self-regulation in principle.

The judges were presented with a copy of both the AANA and ABAC Codes and a description of each advertisement and the complaint or complaints as in the case reports provided by the Advertising Standards Board (ASB 1999). The judges were not told of the ASB decisions.

For each complaint the judges were asked to first make a decision as to whether or not the advertisement breached any of the clauses of the AANA or ABAC. If they concluded that a breach occurred, they were asked to identify the specific clause(s) breached, and, for each clause, the extent of the breach (definitely, probably or borderline).

Results — expert judges

The expert judges' decisions are summarised in Table 1 along with the descriptions of the advertisements and complaints taken directly from the materials provided by the ASB. The complaints are dealt with below in chronological order of registration.

Complaint numbers 36/98 and 88/98

These complaints referred to a series of three print advertisements for Bimbadgen Estate wines. Each advertisement consisted of six identical photographs showing either: (1) the side view of a naked shoulder, arm, and part of the breast of a woman; (2) the side view of a naked shoulder, arm and part of the chest and abdomen of a man; or (3) the naked back and upper buttocks of a woman. The Bimbadgen Estate logo and the names of different retail outlets at which the product is available are tattooed on the person's body.

The complaints: (1) 'What connection has a blatant representation of six female breasts with the selling of wine? ... It demeans and devalues women to be exploited as sex objects for commercial purposes in this unethical way ...' (2) '... with the slow but

Table 1: Summary of expert and student judges' results

	<i>Expert judges</i>		<i>Student judges</i>	
	<i>Number reporting a breach (n = 8)</i>	<i>Main clause(s) breached</i>	<i>Number reporting a breach (n = 35)</i>	<i>Main clause(s) breached</i>
<i>36/98 & 88/98</i>	6	2.3 AANA (4)	23	2.3 AANA (18)
<i>Bimbagen Estate wines</i>		C ABAC (3)	(66%)	C ABAC (8)
<i>186/98</i>	6	2.5 AANA (5)	29	2.5 AANA (25)
<i>Scrumpy Jack cider</i>			(83%)	2.2 AANA (15) A ABAC (8)
<i>257/98 & 15/99</i>	7	2.3 AANA (7)	32	2.1 AANA (13)
<i>Antipodean wine</i>			(91%)	2.3 AANA (25)
<i>268/98</i>	8	2.3 AANA (6)	34	2.3 AANA (25)
<i>Finlandia vodka</i>		C ABAC (3)	(97%)	C ABAC (20)
<i>269/98</i>	1	-	21	2.1 AANA (18)
<i>Strongbow cider</i>			(60%)	
<i>324/98</i>	2	-	21	2.2 AANA (13)
<i>Strongbow cider (animated)</i>			(60%)	
<i>73/99</i>	5	2.3 AANA (4)	24	2.3 AANA (14)
<i>Fourex Bitter beer</i>			(69%)	C ABAC (16)
<i>81/99</i>	6	2.6 AANA (3)	26	2.6 AANA (8)
<i>Bundaberg rum</i>		C ABAC (6)	(74%)	C ABAC (19)
<i>94/99</i>	6	2.1 AANA (6)	21	2.1 AANA (19)
<i>Tooheys New beer</i>			(60%)	

relentless march of sexual licence being thrust upon society by the advertising industry, it is frightening to consider the amoral standards of the next millennium.'

Expert judges' verdicts: Six of the eight judges felt these ads were in breach of either the AANA or ABAC Codes. Specifically: four felt that they breached clause 2.3 of the AANA (three definitely and one probably); one clause 2.1; and three clause C of the ABAC (one definitely, one probably and one borderline).

The ASB verdict: complaints dismissed.

Complaint number 186/98

This complaint referred to a print advertisement for Scrumpy Jack alcoholic cider featuring a photo of the actor Jack Palance. Alongside the photograph are the words, 'Jack Palance's management wish to make it

perfectly clear he does not endorse "Scrumpy Jack" in any way shape or form. Suggest otherwise and he'll punch your fu (here the next letters are obscured by a bottle of Scrumpy Jack — emerging from the other side of the bottle are the letters) in' head in!'

The complaint: 'The advertisement ... is obviously inappropriate.'

Expert judges' verdicts: Six of the eight judges felt this ad was in breach. Specifically: five thought it breached clause 2.5 of the AANA (three definitely and two probably); one clause 2.2 (probably); and one clause E of the ABAC (borderline).

The ASB verdict: complaint dismissed.

Complaint numbers 257/98 and 15/99

These complaints referred to print advertisements for Antipodean wine. There are several versions, all featuring a small photograph

of the top of a wine bottle showing striped plastic/foil on the top of the bottle. Other photographs in the ad (depending on the version), include: a profile of a man with his sideburns shaved into stripes; the back of a man's head with his hair shaved into stripes; and a woman's lower abdomen with her pubic hair shaved into stripes. The words alongside the bottle are 'Embrace Change'. The ads were run in magazines including Rolling Stone and Elle.

The complaints: (1) "The ad features graphics of a woman's shaved pubic hair and (the complainant) believes that this breaches industry codes of practice"; and (2) "... not only is (the ad campaign) offensive but it is blatantly sexist in its market approach. For example, in a "teen" magazine such as Rolling Stone, we have a revealing advertisement of a shaved woman's pubic hair and in a woman's magazine such as Elle, we have the back of a man's head shaved. Where is the equality in this? ... I am sick to death of seeing advertisements blatantly using naked or half naked women to sell a product ... if a penis was on display all hell would break loose."

Expert judges' verdicts: Seven of the eight judges felt these ads were in breach of either the AANA or ABAC Codes. Specifically: seven felt it breached clause 2.3 of the AANA (one definitely, two probably and four borderline); and one also clause 2.1 (definitely); one clause 2.5 (probably) and two clause C of the ABAC (borderline).

The ASB verdict: complaints dismissed.

Complaint number 268/98

This complaint referred to a TV ad for Finlandia vodka. The characters and images in this advertisement are all animated/cartoon-style. The advertisement takes place in a nightclub and is set to dance music. It shows varying nightclub scenes. For example, a female disc jockey clad in a tight fitting dress approaches the music desk and plays a record; a woman crawls along the bar coun-

ter toward a man, he holds his tee-shirt up, she strokes his lower belly in a downward direction (toward his belt) and then grabs his (vodka) drink from him; two women are shown dancing together and then kissing on the lips; a man admires a scantily clad woman drinking a bottle of Finlandia vodka; the man and woman then proceed to dance intimately together; the disc jockey is shown again drinking a bottle of Finlandia vodka and wiping her mouth on her arm. The advertisement concludes with a still shot of three bottles of Finlandia vodka and the words, 'Play Dirty, Drink Pure' superimposed on the screen.

The complaint: "To say the least, I was horrified that such sexual overtures would be put on television, obviously targeting the young. It was aired during what I would call a PG rated movie "Jumanji"."

Expert judges' verdicts: All eight of the judges felt this ad was in breach of either the AANA or ABAC Codes. Specifically, six felt it breached clause 2.3 of AANA (two definitely and four probably); two clause 2.6 (one definitely and one borderline); two clause A of ABAC (definitely); and three clause C of ABAC (one probably and two borderline).

The ASB verdict: complaint dismissed.

Complaint number 269/98

This television advertisement for Strongbow cider opens on a scene in rural China. It then moves to the inside of a building where a Chinese man is speaking (in Chinese) on a telephone. He seems angry and animated. The camera then moves at lightning speed as if through the earth and up the other side to show a man holding a telephone receiver. The man is struggling to hear over the background noise. He says 'Okay' (Australian accent). He then turns around, and the advertisement shows that he is standing behind the bar in a pub filled with partying people and noise. He says, 'Hey everyone, you're gonna have to keep it down. Neighbours are complaining again.' The advertise-

ment concludes on a still shot of three bottle of Strongbow exploding and the words, 'Strongbow, sweet, dry or draught.'

The complaint: 'I find (this advertisement) racist and offensive. Not only does this ad perpetuate the ridiculous and insulting comical stereotype of the chattering Asian as well as snipe at our language and dialect, the lackadaisical fashion in which he is entirely ignored by a white crowd can be, and has been, construed as a dig against our predominantly non beer-drinking culture . . . The ad per se is an insulting one, but juxtaposed against the racist and anti-Asian climate presently in vogue here in Australia, it becomes more offensive.'

Expert judges' verdicts: Only one of the eight judges felt this ad was in breach of either the AANA or ABAC Codes (specifically clause 2.1 of AANA).

The ASB verdict: complaint dismissed.

Complaint number 324/98

The characters/images in this TV ad for Strongbow cider are all animated/cartoon style. The action takes place in a nightclub where a woman is shown sitting at the bar. She is approached by a beast/creature who asks her whether she has a light. In response, she takes a swig of her drink (Strongbow) and then lights her lighter. As the creature bends forward to light his cigar in the flame of the lighter, she exhales and he appears to go up in flames. The advertisement draws to a close with the words, 'Handle with care' superimposed on the screen.

The complaint: 'Even though the ad is a cartoon, I was horrified and dismayed at the images portrayed in the ad . . . surely the advertising agency can find better ways of promoting this product than as a fire accelerant.'

Expert judges' verdicts: Two of the eight judges felt this ad was in breach of either the AANA or ABAC Codes code. One felt it was definitely in breach of AANA 2.3, and one

definitely clause 2.6, and one probably in breach of clause E of ABAC.

The ASB verdict: complaint dismissed.

Complaint number 73/99

This television ad for Fourex Bitter beer shows a ute (pick-up truck) bouncing up and down at the side of the road. The ute has a numberplate saying '865 BED'. The furry dice attached to the ute's rearview mirror are also shown bouncing up and down. A train rushes past the ute. A man ('the first man') peers out of the ute. The advertisement then shows another man, bag in hand, jump off the train and run alongside it only to be pulled into it again. A woman (from inside the ute) asks the first man, 'What's wrong?' to which the latter replies (as we see the couple from the ute peering out together) 'I don't know . . . but I reckon that bloke could do with a Fourex.' The woman says, 'I reckon.' The advertisement concludes with a close up of the lid of a Fourex spinning. In the background the sound of the ute bouncing up and down can be heard.

*The complaint:*¹ 'We appreciate that we live in a society that is fairly tolerant of standards that were not accepted in a time past. We do not believe that this advertising yet falls in line with what may be accepted as decent or fit for general viewing . . . find this form of advertising highly offensive.'

'[The advertisement was] shown between 8.30 and 9.30pm . . . I object to this advertisement being shown at this early time slot . . . due to the innuendo of the bouncing ute and what the couple could be performing . . . parents do not need outside influences pushing them towards those awkward questions from young people . . .'

' . . . disgust and anger about the [advertisement] aired during Mad World of Sports . . . I allowed my children to stay up to watch the show . . . [the advertisement] keeps coming on during programs i.e. Football Replays.'

Expert judges' verdicts: Five of the eight judges

felt this ad was in breach of either the AANA or ABAC Codes. Specifically: four felt it breached clause 2.3 of AANA (one definitely and three probably); one clause A of ABAC (probably); and two clause C (one definitely and one borderline).

The ASB verdict: complaint(s) dismissed.

Complaint number 81/99

This radio ad for Bundaberg rum has the following script: 'You go to the dentist for a check up and he ends up doing more construction work than the Sydney Olympics ... Do you? ... a ... Go back to work speaking like the elephant man? ... b ... Dribble all over your boss? ... or ... c ... Stick to a liquid diet and have a Bundy and cola for dinner ... see you can solve anything with a Bundy and cola.'

The complaint: 'I don't believe I need to insult anyone's intelligence by elaborating on how devastating the effect of mixing drugs and alcohol can be. Let alone the fact that alcohol does not have a very good painkilling effect until one is quite drunk — hardly a responsible thing to encourage. This advertisement has the potential to cause grief. I recognise the right of Bundy and Cola company to advertise their product but Australian society has enough trouble with alcohol abuse and its repercussions without encouraging alcohol as a cure-all for all life's hassles especially physical pain.'

Expert judges' verdicts: Six of the eight judges felt this ad was in breach of either the AANA or ABAC Codes. Specifically: six felt it breached clause C of ABAC (two definitely and four probably); one also clause E (probably); and three clause 2.6 of AANA (two probably and one borderline).

The ASB verdict: complaint dismissed.

Complaint number 94/99

This television ad for Tooheys New beer opens on two men, dressed in workman's clothes, having a beer in the outside section of a country town type pub. The first man

says to the second, 'Looks like another wild town.' The second says, 'Yeah, I don't know how we'll keep up.' The first man says, 'Hey, where's Dave?' The second replies, 'I don't know, he said he had something to do.' The advertisement then shows a church from the outside, a male voice can be heard saying, 'Bless me Father, for I have sinned.' The advertisement then shows a priest and a young man (Dave) in confessional. The dialogue between the priest and Dave then proceeds as follows:

Priest: What have you done my son?

Dave: That beautiful young woman from ... the town?

Priest: Not Julie Richards.

Dave: No Father.

Priest: Was it Wendy Hanley?

Dave: No Father.

Priest: Not Sharon Casey?

Dave: No Father.

Priest: Very well my son ... say 20 Hail Mary's and don't do it again.

The next scene shows Dave approaching the first and second man (still at the pub). One of the men asks, 'How'd you go?' to which Dave replies, 'Pretty good ... I got three names for us.'

*The complaint:*¹ 'The commercial portrayed a Catholic priest and penitent in what can only be described as an offensive parody of the Catholic Sacrament of Reconciliation. I consider myself to be an average Catholic with the average Aussie Catholic's capacity to laugh at one's Church occasionally, but what I am annoyed about is the commercial's arrogant use of religion purely as an "attention grabber" to promote the product ...

People's sincerely held beliefs apparently are of no consequence ...'

'The ad ridicules the confidentiality and trust of the Confession ... contravenes all laws of discrimination. To infer that a Priest would give out names ... in the sacred setting of a confessional, contradicts the compassion, care and importance of this Biblical principle in people's lives.'

'This (advertisement) shows a complete lack of respect for the sacrament of reconciliation and then goes on to demean women showing that women should be used as sex objects.'

Expert judges' verdicts: Six of the eight judges felt this ad was in breach of the AANA code. None felt that it breached ABAC. Specifically: six felt it breached clause 2.1 of AANA (three definitely and three probably); and two felt that it was probably also in breach of 2.3 of AANA.

The ASB verdict: complaint dismissed.

Given the small number of judges, reliability of the judgments was assessed using Rust and Cooil's (1994) proportional reduction in loss (PRL) reliability measure. This is a measure of reliability that takes into account the number of judges, number of categories, and proportion of inter-judge agreement to determine the reliability of the judgments. The PRL overall was 0.90 (and ranged between 0.71 and 1.00 for the individual cases). Using Rust and Cooil's⁷ rule of thumb of a PRL level of 0.70 for exploratory work and 0.90 for more advanced marketing research practice, in relation to each of the nine advertisements — and the set of complaints overall — the judgments meet the requirements of reliability.

It is important to note, however, that unanimous agreement of a breach was only reached in one of the nine cases (Finlandia vodka), albeit not in terms of the specific clauses breached. For four cases, at least six of the eight judges determined a breach of the same clause, and in six cases, at least six of the eight expert judges considered that the ad

was in breach of one or more of the Codes' clauses. It is noteworthy that the Finlandia ad was the only ad where a majority of expert judges considered that the ad breached each Code. It may also be noted that whereas only three expert judges considered the Bundaberg rum ad breached the AANA Code, six considered it breached the ABAC.

Methodology — advertising student judges

The student judges were 35 second-year advertising students at an Australian university. The questionnaire was administered in class, as a class exercise. This procedure ensured that the students took the exercise seriously, thought carefully about their responses, and attempted to 'get the right answer'. All student judges were over 21, most were in the age range 21–30 years, with equal proportions of men and women.

Advertising students were chosen for two reasons: first, most can be considered members of the target audience for these ads, and, as such, may have different standards with respect to the codes of practice than the complainants; and, second, they would have sufficient knowledge of advertising to be able to interpret the messages and symbolism in the ads. Although their attitudes towards alcohol advertising and industry self-regulation were not assessed, it is reasonable to assume that advertising students would be in favour of advertising in general, including alcohol advertising. Furthermore, the academic staff member from whose class the participants were drawn advised that virtually all were observed to consume alcohol at class social functions.

The procedure for the student judges was identical to that for the expert judges. The student judges' responses are also shown in Table 1.

[Note that (a) in cases where the participant did not select the extent of the breach, they were deemed to be 'probable' as this was the middle option; and (b) where only one participant selected a particular breached

clause, this response was excluded from the analysis].

Results — student judges

Complaint numbers 36/98 and 88/98 — print advertisements for Bimbadgen Estate wines

Of the student judges 66 per cent (23) felt these ads were in breach. Specifically: 18 thought they were in breach of clause 2.3 of AANA (five definitely, eight probably and five borderline); eight clause C of ABAC (two definitely, two probably and four borderline); and four 2.1 AANA (definitely).

Complaint number 186/98 — print advertisement for Scrumpy Jack alcoholic cider

Of the student judges 83 per cent (29) felt this ad was in breach. Specifically, 25 thought it was in breach of clause 2.5 of AANA (eight definitely, ten probably and seven borderline); 15 clause 2.2 of AANA (six definitely, seven probably and two borderline); and eight clause A of ABAC (three definitely, three probably, and two borderline).

Complaint numbers 257/98 and 15/99 — print advertisement for Antipodean wine

Of the student judges 91 per cent (32) felt these ads were in breach. Specifically, 25 thought it breached clause 2.3 of AANA (12 definitely, eight probably and five borderline); 13 clause 2.1 of AANA (five definitely, five probably and three borderline); three clause C of ABAC (one each definitely, probably and borderline); two clause A of ABAC (definitely); and two clause B of ABAC (one each probably and borderline).

Complaint number 268/98 — animated TV ad for Finlandia vodka

Of the student judges 97 per cent (34) felt this ad was in breach. Specifically, 25 thought it breached clause 2.3 of AANA (20 definitely, four probably and one borderline); 20 clause C of ABAC (ten definitely, nine probably and one borderline); five clause A

of ABAC (three definitely and two probably); and four clause 2.1 of AANA (three definitely and one probably).

Complaint number 269/98 — animated television advertisement for Strongbow cider

Of the student judges 60 per cent (21) felt this ad was in breach. Specifically, 18 thought it breached clause 2.1 of AANA (three definitely, six probably and nine borderline); and three clause C of ABAC (probably).

Complaint number 324/98 — animated television ad for Strongbow cider

Of the student judges 60 per cent (21) felt this ad was in breach. Specifically, 13 thought it breached clause 2.2 of AANA (four definitely, four probably and five borderline); three clause 2.6 (one each definitely, probably and borderline); three clause C of ABAC (two probably and one borderline); two clause E (one definitely and one probably); two clause D (one definitely and one borderline); and two clause A of ABAC (borderline).

Complaint number 73/99 — television ad for Fourx Bitter beer

Of the student judges 69 per cent (24) felt this ad was in breach. Specifically, 14 felt it breached clause 2.3 of AANA (six definitely, four probably and four borderline); two 2.6 of AANA (one definitely and one probably); 16 clause C of ABAC (five definitely, seven probably and four borderline); and two clause D of ABAC (definitely).

Complaint number 81/99 — radio ad for Bundaberg rum

Of the student judges 74 per cent (26) felt this ad was in breach. Specifically, 19 felt it breached clause C of ABAC (nine definitely, eight probably and two borderline); three clause A (probably); eight clause 2.6 of AANA (three definitely, four probably and one borderline); and two clause 2.1 (borderline).

Complaint number 94/99 — television ad for Tooheys New beer

Of the student judges 60 per cent (21) felt this ad was in breach. Specifically, 19 thought it breached clause 2.1 of AANA (eight definitely, seven probably and four borderline); and two clause C or ABAC (probably).

The student judges' decisions generally followed those of the expert judges in terms of ads receiving most breaches, and in terms of the clauses breached. As for the expert judges, a majority considered that the Finlandia ad breached both Codes, and a majority considered that the Bundaberg ad breached only the ABAC Code. Overall, for both sets of judges, there was general agreement with respect to breaches of AANA clauses 2.1 (discrimination and vilification), 2.3 (sex and nudity) and 2.5 (obscene language), and ABAC's clause C (mood effects). However, the student judges were clearly more likely than the expert judges to conclude that each of the ads breached one or more clauses of the Codes, with a majority of student judges in all nine cases perceiving the ads to be in breach of one or more of the Codes' clauses.

DISCUSSION

There is a clear discrepancy between our judges and members of the ASB with respect to interpretations of the AANA and ABAC Codes of Practice. The discrepancy is most marked for the Finlandia ad where there was unanimous agreement among expert judges — and almost unanimous agreement among student judges — that the ad breached one or other of the two Codes, with a majority of each set of judges considering that the ad breached each Code.

The other major discrepancy was that a majority of each set of judges considered that the Bundaberg ad breached the ABAC Code, but neither this ad nor the Finlandia ad appear to have been even considered by the ABAC panel.

Before discussing reasons for the discrepancies, it is important to note that the cases

studied were not chosen selectively by the authors. The complaints examined were all those provided to the first author by the Advertising Standards Board for the period May 1998 to April 1999. Furthermore, the judges chosen to review the complaints were teachers and students of advertising, and hence cannot be accused of any inherent anti-advertising bias.

Where judgments are made by a number of persons, the final outcome of complaints would depend on the decision rule applied. If, for example, a simple majority decision rule of 'any clause breached' was applied, the expert judges' ruling would be that seven of the nine advertisements were in breach of one or other Code, and the student judges' ruling would be that all nine were in breach. However, if the decision rule required a clause-specific majority rule, five of the nine would be considered in breach by the expert judges (four of AANA; one of ABAC), and seven of the nine by the student judges (five of AANA only; one of ABAC only; one of both). It may well be that the ASB requires a unanimous decision for a complaint to be upheld. If so, that would be a stricter test than applies in most situations, and given the board size and composition, would clearly militate against any complaint being upheld.

Alternative explanations are that the ASB panel members lack the expertise and training that our judges have with respect to analysing messages in advertising, or lack the objectivity that our judges brought to the decision process. At any rate, our results require an explanation from the ASB as to the discrepancies revealed in this study.

A cursory review of current advertising campaigns shows that alcohol advertising continues to present situations that suggest there is little adherence to the Codes by advertisers. Examples of campaigns current at the time of writing include:

- a television commercial for Baileys liqueur in which a young woman sensually kisses

three men in a bar to determine which of them drank her drink;

- a billboard ad for Chivas Regal scotch which shows a woman, from the neck down, in a tight-fitting top and a short skirt getting out of a car, with the words 'Yes, God is a man'; and
- the new viral TVC (ie ad which is only available electronically) for Strongbow cider which directs people to the Strongbow 'Pornography' website.

When the first author contacted the ASB to register a complaint about an alcohol ad (see Jones and Donovan 2001), the ASB stated they would provide copies of case reports to assist the complainant make the complaint. Given that this consisted of 11 out of 11 complaints rejected, it may well be that this information would discourage many complainants from proceeding. However, what was significant about the case reports for these nine cases (and for all other 'complaint dismissed' case reports that we have sighted), was that there was no basis given for how the Board reached its decision. Furthermore, in spite of the ASB stating on its website that, on receipt of a complaint, advertisers will be asked to comment, and this comment will be included in the case report, none of these 'complaint dismissed' case reports contained a comment by the advertiser. By way of contrast, 'complaint upheld' case reports available on the ASB's website generally include a comment by the advertiser. Whether advertisers are in fact only asked to comment if the board upholds the complaint, or whether advertisers only accept the invitation to comment if the board finds their ad in breach is unknown.

The ASB's website contains quotes from board members, including that complaints 'deserve, and get, our careful consideration', and 'complaints are heard in such a way that, ultimately, viewpoints from both the consumer and advertiser perspectives are evaluated in a rational, objective and bipartisan man-

ner' (see ASB 1999). If this is the case, these 'careful considerations' and 'evaluations' could be summarised and included in the case reports that the ASB claims to publish for all complaints considered by the Board. For a decision process to be truly transparent, case reports should list the board members who considered the case, and how the Board came to a decision. This should include, for alcohol ads, why ads are or are not forwarded to the Alcoholic Beverages Advertising Code Complaints Adjudication Panel or the Alcoholic Beverages Advertising Code Management Committee.

Notwithstanding the ASB's reviews of the nine cases studied here, the results suggest that an ABAC Panel may have found that two of the 'complaint dismissed' ads considered by the ASB were in fact in breach of ABAC.

In conclusion, one board member states on the ASB website that 'My perception is that the ASB is a valid and valuable vehicle for complaints handling' (ASB 1999). The results of this study suggest otherwise, at least for alcohol advertising.

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NOTE

- (1) Although this was listed as one complaint, the ASB decision record refers to comments 'some of the complainants made' and lists these three as separate complain(an)ts.

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