

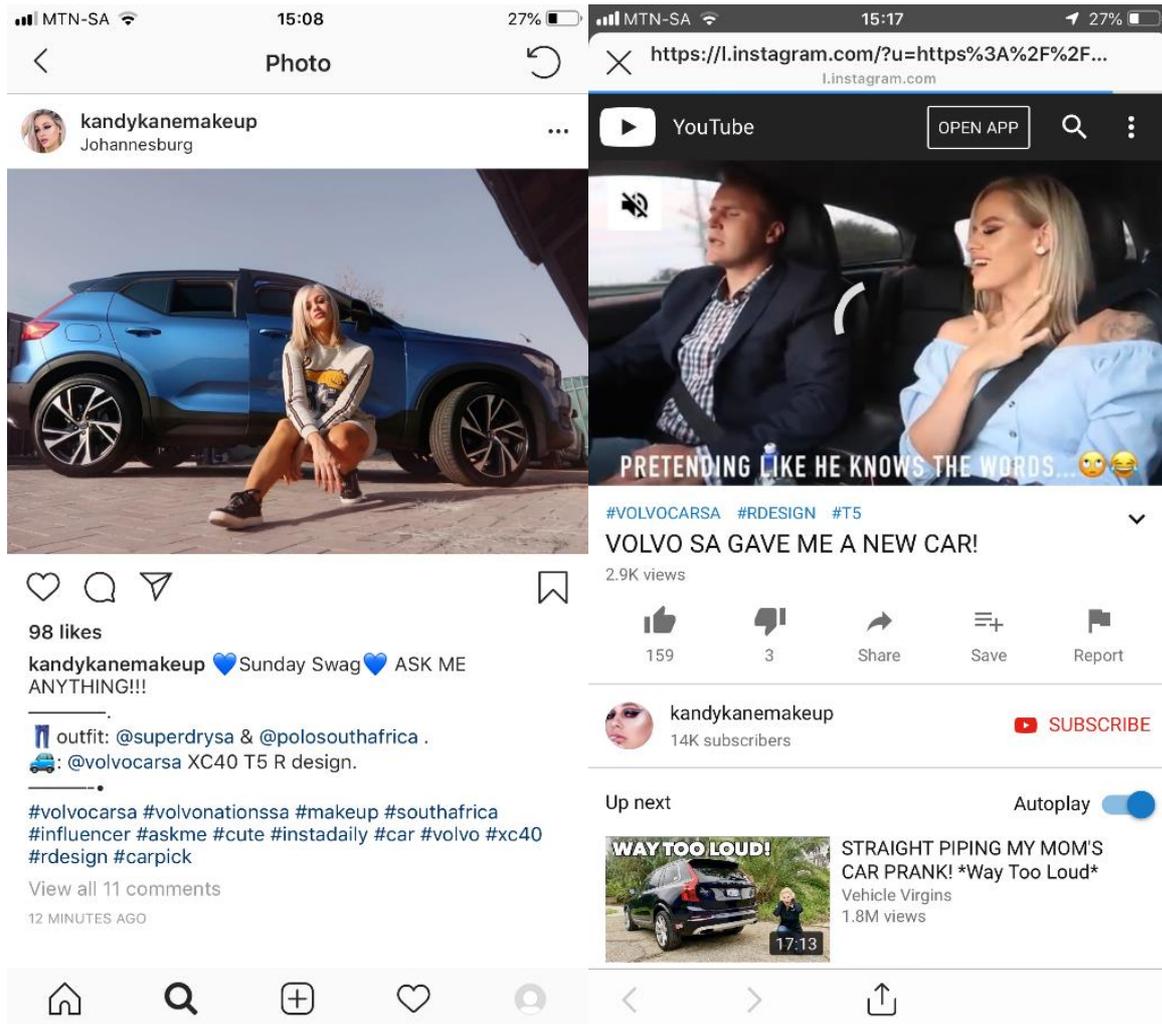
Decision of the ADVERTISING REGULATORY BOARD

Complainant	Amanda du Preez
Advertiser	Volvo Car South Africa (Pty) Ltd
Consumer/Competitor	Consumer
File reference	Volvo – Amanda du Preez
Outcome	Undertaking
Date	28 June 2019

The Directorate of the Advertising Regulatory Board has been called upon to consider a complaint lodged by Amanda du Preez against an Instagram post advertising Volvo cars.

Description of the advertising

The Complainant drew attention to the following posts:



Complaint

In essence, the Complainant submits that influencer Kandy Kane has not identified the material as advertising.

Response

The Advertiser responded and submitted that its partnership agreement with Kandy Kane is mainly a form of trade exchange which has no financial investment. It does not give any of the influencers it partners with financial investment but rather a form of trade exchange for them to drive the cars for a duration and they get to share their experience with the cars on their social media platforms.

It has taken steps to ensure the initial post was amended to clarify the partnership between Kandy Kane and Volvo Car South Africa which will reflect the a non-financial investment partnership.

Application of the Code of Advertising Practice

The following clauses were considered in this matter:

Identification of advertisements – Clause 12 of Section II

Declaration of advertising - Clause 3 of Appendix K

Decision

Having considered all the material before it, the Directorate of the ARB issues the following finding.

Because this is a new and important issue, the Directorate notes the following before turning to the undertaking proffered by the Advertiser.

The Advertiser has raised that it does not pay influencers money, but provides them with a car for the duration of their engagement.

Cause 3 of Appendix K states:

To ensure full transparency advertisers are required to disclose if content is part of a Social Media Advertising campaign as opposed to purely Organic Social Media.

3.2. In the case of Social Media Advertising on Social Media platforms such as 'Promoted' tweets on Twitter or 'Sponsored' posts on Facebook, these are often obviously identifiable as such through its positioning and the inherent conventions that each Social Media platform has for displaying advertising which quickly becomes recognisable to users (i.e. hereinafter referred to as "Social Media identifiers"). Provided that the material is clearly identifiable to the average user of the Social Media platform as advertising or Paid Advertising, the marketer is not required to further disclose the paid nature of these advertisements as they are commonly understood. However, where Paid Advertising may reasonably appear to the consumer to be the unsolicited opinion of the influencer or platform, then the material

must be clearly identified as Paid Advertising through the use of supported Social Media identifiers.

3.3. Marketers should pay particular attention to ensuring that paid social media advertising is obviously identifiable as such. A clear Social Media identifier must be included within the content of the tweet or post, in order to ensure that consumers reasonably understand this to be a Paid Advertising as opposed to an Organic Social Media endorsement.

3.3.1. Recognised Social Media identifiers include:

3.3.1.1. “#AD”

3.3.1.2. “#Advertisement”

3.3.1.3. “#Sponsored”

Possibly of more relevance to the matter at hand is Clause 4 of Appendix 4 which states:

To ensure full transparency publishers and influencers are required to disclose if they were provided (permanently or on loan) with goods or services in return for media coverage (whether this is expressly stated or not). This helps reinforce publisher or influencer integrity while clearly allowing the consumer to make an informed opinion of the applicable content, product or service.

In other words, influencers are expected to disclose their relationship whether it is money or goods that has been exchanged.

That said, the main objective of the Advertising Regulatory Board is to protect consumers from advertising that contravenes the Code of Advertising Practice. In the vast majority of instances where advertising is found to contravene the Code, the ARB will require the advertising to be withdrawn or amended.

In this matter, the Advertiser has undertaken to ensure that the advertising is amended in a manner that appears to address the complaint at hand.

The ARB Directorate is satisfied that the withdrawal by the Advertiser is unequivocal and addresses the complaint before it, and therefore accepts this undertaking in resolution of the matter.