

Decision of the ADVERTISING REGULATORY BOARD

First Complainant	Suzanne Love
Second Complainant	Amalie Fowlds
Third Complainant	Birgit Holt
Advertiser	King Price Insurance Ltd
Consumer/Competitor	Consumer
File reference	218 – King Price – Suzanne Love & Others
Outcome	Dismissed
Date	18 June 2019

The Directorate of the Advertising Regulatory Board has been called upon to consider complaints lodged against King Price's television commercial that was flighted on DSTV and across other media.

Description of the advertising

There are two versions of this commercial, with the principle difference being the length and the payoff line.

The commercial opens with a man preparing a scene of seduction with music, candles and rose petals. He then goes to his partner, and begins kissing her on the shoulder. The woman dismisses the man's advances with the response, "not now". He persists by kissing her other shoulder and saying, "What about now?" She responds, "You know I can't". He then asks, "But why?" and she responds, "Because I'm on my cycle." The man looks down in confusion, and the camera zooms out. The woman is on an exercise bicycle.

The voice over in the shorter version of the commercial then says, "When others don't make sense, we do."

In the longer version of the commercial, the man echoes the woman's words, "Because I'm on my cycle", in a petulant tone. The voice then says, "On your cycle? Insure it with just R1 a month with the King."

Complaint

The First Complainant's contention is that the commercial is chauvinistic and derogatory towards women. It was also argued that a woman's "cycle" is a private matter and not to be used publicly as a "pun". The Complainant submitted that the commercial is offensive towards her as a woman and should be banned.

The Second Complainant submitted that she finds it shocking that her nine year old boys have to watch this disgusting commercial during peak times. The Complainant submitted that what is offensive is that the commercial depicts a male begging for sex and some woman talking about her menstrual cycle.

The Third Complainant submitted that the commercial insults and demeans women. She argued that the content has nothing at all to do with insurance. She argued that this commercial at best is immature locker-room humour, at worst it is insulting and demeaning to women.

Response

The Respondent submitted that it is not a member of the ARB and do not submit to its jurisdiction. However, it responded to the complaints as follows:

- The Respondent apologised to the complainants for finding the commercial offensive towards women, but explained that this was not the intention of the advertisement.
- It explained that King Price insurance recently partnered with The Dignity Campaign, a NGO that helps educate girls about issues relating to menstruation, and has committed to donating sanitary products for girls who attend The Dignity Campaign's 'Dignity Days' in rural areas. Millions of South African girls miss a week of school every month because they don't have access to sanitary products while they are menstruating.
- As a company who prides itself in its funny and quirky advertisements, it thought it would be a good idea to align its next advertisement with the objective of The Dignity Campaign. This was done in an attempt to use humour to create awareness and to make a difference. It also submitted that the advertisement was in no way intended to be offensive toward women, or insensitive towards underage viewers. It argued that to the contrary, the advertisement uses clever humour to bring home a strong message.
- It submitted that it respectfully disagrees that issues which millions of South African girls are faced with every month are mocked in the advertisement. The intention was not to make fun of a serious and private occurrence but rather to create awareness.
- It submitted a recent press release relating to the advertisement and its involvement with The Dignity Campaign, in support of its submission above.

Application of the Code of Advertising Practice

The following clauses were considered in this matter:

Offensive advertising - Clause 1 of Section II

Gender - Clause 3.5 of Section II (Gender)

Children - Clause 14 of Section II (Children)

Decision

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

The Directorate will start with some general observations before considering the particular aspects of the Code.

To start, it notes that there is a clear discomfort felt by the Complainants with the reference to menstrual cycles. This is understandable in the context of a history where menstruation has been treated as a very private and often taboo subject. However, it is also a biological reality faced by the vast majority of women for decades of their lives. It is a subject that is rightfully becoming more talked about and the challenges understood. Indeed, the Dignity Project which the Respondent supports does important work in this regard. It is, however, a pity that while the Respondent clearly makes a link between the commercial and its support of the Dignity Project, this is not communicated at all in the advertising itself. The Directorate would feel less discomfort with the commercial if this were the case. As it is, the viewer is left to figure out what the connection is to the product. In the long version, a link is made between insuring bicycles and “cycles”. In the shorter version, the link is more tenuously made with other insurers not making sense. There are no references to the Dignity Project.

The question before the Directorate is whether the commercial, which is intended to be humorous, is executed in a way that is not offensive to women, harmful to children and belittling of women.

The Directorate notes, as it often does, that in making this decision, it does not act as “the taste police”. The fact that a commercial may be in questionable taste or “locker room” humour will never be grounds to pull it, absent other issues.

Offence

Clause 1 of Section of the Code states “No advertising may offend against good taste or decency or be offensive to public or sectorial values and sensitivities, unless the advertising is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.”

It is accepted that the word “cycle” is a pun on menstruation, and that this makes some people uncomfortable. However, there is nothing indecent about menstruation. It is a biological reality, and reference thereto is not *per se* offensive. There is nothing in the execution that is vulgar or shocking, and there are no distasteful visuals. The actress is literally on an exercise cycle. The commercial plot is clearly intended to be humorous and exaggerated and shows no inappropriate imagery.

In light of the above finding, the cause for offense falls away. It is also noted that while a question of offence will never be decided solely on the number of complaints, the commercial was flighted extensively and only three complaints were received. While this is indicative of some level of offence, it would not appear that the offence is widespread, sectorial or serious in terms of Clause 1 of Section II of the Code.

Based on the above the commercial does not contravene Clause 1 of Section II of the Code.

Gender

Clause 3.5 of Section II states that gender stereotyping or negative portrayal shall not be permitted in advertising, unless in the opinion of the ASA, such stereotyping or portrayal is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.

The Code defines “gender stereotyping” as advertising that portrays a person or persons of a certain gender in a manner that exploits, objectifies, or demeans them.

The Directorate has considered the commercial in the context of the probable impact as a whole upon those who are likely to see or hear it.

The Directorate has a slight discomfort with some aspects of the commercial in this regard. In the long version, when the man parrots the woman at the end he appears to be belittling her excuse to not have sex with him. There is a slight implication in this and the commercial as a whole that when women refuse sex because they are menstrual, this is in some way open to mockery. The commercial also does, to some extent, play on the stereotypes of men being sexually demanding and women looking for any excuse to avoid sex.

However, in the commercial it must be accepted that the woman is in fact working out on her bicycle when she rejects the man's advances. The tone of the commercial is intended to be humorous, without using any offensive language or overt negative gender stereotypes. The woman is not portrayed in a manner that demeans her, exploits her, or objectifies her body. On the contrary she is portrayed as strong, in control and not open to any kind of pressure or duress.

To the extent that the complaints infer that there is something demeaning about women menstruating and that by referring to it, the Respondent demeans women, the Directorate notes that menstruation is not demeaning. It is part of every healthy woman's life. To find that a reference to menstruation is *per se* demeaning would be untenable.

In light of the above, it cannot be said that the commercial is in contravention of Clause 3.5 of Section II of the Code.

Children

The Complainants submitted that the commercial is unsuitable for children, as it depicts a male begging for sex and a woman talking about her menstrual cycle.

Clause 14 of Section II states, *inter alia*, that advertisements addressed to or likely to influence children should not contain any statement or visual presentation which might result in harming them, mentally, morally, physically or emotionally.

The commercial is not directed at children, and does not use overtly sexual images. The commercial shows a man trying to make advances to a woman and even kissing her on the shoulders, but he gets rejected because she is "on her cycle". The sexual innuendo used in

the commercial is subtle and not explicit. It is noted that both characters in the commercial are fully clothed. Children are exposed to similar scenes in programs and movies considered to be suitable for family viewing, and would therefore be familiar with the context of the commercial.

In addition, the reference to menstruation would only be understood by a child who has enough education to know about periods, to know that some women prefer not to engage in sexual activity during their periods, to know about colloquial terms used to refer to periods, and to make the connection in the context of the much more literal bicycle. Again, the Directorate emphasises that menstruation is a normal biological function and that even if a child understands the reference, they are not likely to be harmed by it.

The Directorate is also satisfied that there is nothing sexually explicit about the behaviour of the actors which might result in harming children mentally, morally physically or emotionally.

The commercial is therefore not in contravention of Clause 14 of Section II of the Code.