

Appendix

Case 1 – Television Programme “Dolce Vita” (明珠生活) broadcast on the HD Jade Channel of Television Broadcasts Limited (TVB) on October 1, 2011 at 7:00 pm – 7:30 pm

Two members of the public lodged complaints against the television programme “Dolce Vita” (明珠生活). The substance of the complaints was that the programme amounted to advertisements for the sponsors by giving excessive favourable remarks on their commercial brands and products.

BA’s Findings

In line with established practice, the Broadcasting Authority (BA) considered the complaint case in detail, including the recommendations of its Complaints Committee and the representations of TVB. The BA noted the facts of the case as follows –

- (a) the programme under complaint was a lifestyle programme, in which a jewellery brand, among others, was clearly identified as the product sponsor in the end credits;
- (b) in the segment on the jewellery brand, there were (i) frequent and conspicuous shots of the sponsor’s name and logo in the backdrop; (ii) interview of artistes on jewellery designs and matching tips in front of the backdrop bearing the sponsor’s name and logo; and (iii) abundant favourable remarks and detailed introduction of two collections of the sponsor’s jewellery accompanied by prominent product shots; and

- (c) in the segment about a watch brand which was not a sponsor of the programme, there were (i) introduction of a collection of the watch brand in great detail; (ii) many close-up shots and still shots of the watches with the brand name shown; and (iii) detailed descriptions with abundant complimentary remarks.

The BA, having regard to the relevant facts of the case, considered that –

- (b) in the segment on the jewellery brand, the extensive exposure of the sponsor's name and logo throughout the segment would leave the viewers in no doubt that the jewellery featured were products of the sponsor. The presentation in the segment, including the prolonged shots showing the sponsor's name and logo prominently throughout the segment, was gratuitous and could not be justified by the editorial need of the programme, thus rendering the segment in breach of paragraph 1 of Chapter 11 of the Generic Code of Practice on Television Programme Standards (TV Programme Code) and paragraph 10(a) of Chapter 9 of the Generic Code of Practice on Television Advertising Standards (TV Advertising Code) governing indirect advertising and exposure of sponsored products within programmes; and
- (b) in the segment on the watch brand, the gratuitous exposure of the products, the detailed description and abundant complimentary remarks about the watch collection were no different from sales pitches. They gave undue prominence to the products of the brand and amounted to advertising. As such, the segment was in breach of paragraph 3 of Chapter 11 of the TV Programme Code prohibiting

undue prominence given to a product of a commercial nature in programmes.

Decision

In view of the above, the BA decided that TVB should be **warned** to observe more closely the relevant provisions in the TV Programme and Advertising Codes.

Case 2 – Television Programme “Dolce Vita” (港生活 · 港享受) broadcast on the Pearl Channel of TVB on October 20, 2011 at 9:30 pm – 10:00 pm

A member of the public lodged a complaint against the television programme “Dolce Vita” (港生活 · 港享受). The substance of the complaint was that there was practically no difference between the contents of the programme and that of an advertising magazine. The four sponsored products and services were featured in great length and detail, with emphasis on only the positive aspects, and the presentation was geared towards promoting the interests and businesses of the sponsors in an obvious and conspicuous manner.

BA’s Findings

In line with established practice, the BA considered the complaint case in detail, including the recommendations of its Complaints Committee and the representations of TVB. The BA noted the facts of the case as

follows –

- (a) the programme under complaint was a lifestyle programme in which four commercial brands of LED lighting, watches, footwear and bank respectively were clearly identified as the product sponsors of the programme in the end credits;
- (b) the segment on LED lighting introduced different kinds of LED light bulbs, their merits, and a mobile phone application with luxmeter and other features. The sponsor's brand name only appeared for a couple of times on the screen of a mobile phone;
- (c) in the segment on a watch brand and about an event of the sponsor, there were shots showing the sponsor's name, logo and the name of the collection in the backdrop of the stage and some closer shots on the wetsuit and the watch worn by an artiste. During the hosts' introduction of the diver watches in the sponsor's showroom, there were (i) shots of the name and the logo of the sponsor shown on the wall in the background; (ii) various close-up shots of the diver watches with the brand name and/or the collection name clearly shown, and (iii) detailed information and favourable remarks about the features of the diver watches;
- (d) in the segment on a footwear brand, the hosts introduced the design of the sponsor's flagship store and showcased some shoes in the shop, with close-up product shots accompanied by detailed introduction of the features of the shoes. The segment also covered an event of the sponsor which was a catwalk show, with the sponsor's name in

designed typeface shown in the backdrop, on the decorative boxes on stage, and on the stickers stuck on the outfits of the guests who were talking about their choices of shoes; and

- (e) in the segment featuring an event hosted by a bank on a junk promoting its mobile banking services, two representatives of the bank were interviewed on the importance and characteristics of mobile banking services in front of a backdrop showing the name of the bank. The guests were also interviewed on the merits of mobile banking services. The logo of the sponsor bank was also found on the sail of the ship.

The BA, having regard to the relevant facts of the case, considered that –

- (a) in the segment on the watch brand, the close-up shots of the sponsor's name or logo on the wetsuit and the watch worn by the artiste, the introduction of the diver watch collection with numerous product shots showing the sponsor's name and logo on the watches, the detailed information on the technology and designs of the collection and abundant favourable remarks rendered the whole presentation of the sponsor's products gratuitous, which could not be justified by the editorial need of the programme;
- (b) in the segment on the footwear brand, the shots of the sponsor's name appearing in the backdrop and the decorative boxes on stage were prominent and those showing the models putting their feet on the decorative boxes with the sponsor's name on them were gratuitous.

The BA considered that this segment was unacceptable;

- (c) in the segment on the event hosted by the bank, given the combined effect of the contents of the interviews and the displays of the bank's logo in the backdrop and on the sail, there was an instant association of the merits and advantages of mobile banking service mentioned in the interviews with that of the sponsor, thus amounting to advertising for the sponsor;
- (d) the presentation of the above segments had gone beyond the acceptable bounds of paragraph 1 of Chapter 11 of the TV Programme Code and paragraph 10 (a) of Chapter 9 of the TV Advertising Code governing indirect advertising and/or product sponsorship; and
- (e) there was nothing unacceptable in the segment on LED lighting.

Decision

In view of the above, the BA decided that TVB should be **warned** to observe more closely the relevant provisions in the TV Programme and Advertising Codes.

Case 3 – Television Advertising Magazines of Konew Financial Express (康業信貸快遞樓按饗樂廣告雜誌、康業信貸快遞樓清咭數廣告雜誌) broadcast on the Jade Channel of TVB on September 11, 2011 at 11:56 pm and September 25, 2011 at 11:55 pm

A member of the public lodged complaints against two television

advertising magazines of Kone Financial Express. The substance of the complaints was that the station intentionally misled and confused the audience into believing that the concerned advertising magazines were programmes by reducing the font size of the words “廣告雜誌” (English translation: Advertising magazine) in the titles to make them almost illegible, and by announcing that they were programmes.

BA’s Findings

In line with established practice, the BA considered the complaint case in detail, including the recommendations of its Complaints Committee and the representations of TVB. The BA noted the facts of the case as follows –

- (a) the 10-minute advertising magazines under complaint adopted a programme style and promoted the property loan service of a financial company. Both advertising magazines began with a title carrying the words “廣告雜誌” to identify the nature of the materials broadcast. The verbal sponsorship announcements “以下節目由提供物業貸款服務康業信貸快遞贊助” (English translation: The following programme is sponsored by Kone Financial Express which provides property loan services) and “以上節目由提供物業貸款服務康業信貸快遞贊助” (English translation: The above programme is sponsored by Kone Financial Express which provides property loan services) were made before and after the broadcast of the advertising magazines;

- (b) the words “廣告雜誌” in the titles were presented in smaller font size and lasted for about three seconds. While the concerned words were clearly legible in the September 25 episode, those shown in the September 11 episode were barely legible due to the dissolving effect and the choice of background colour; and
- (c) TVB submitted that the inaccurate verbal announcements for the same advertiser’s sponsored programmes were inadvertently used for the advertising magazines. TVB had no intention to mislead viewers and had quickly rectified the problem by revising the words “節目” (English translation: programme) to “廣告雜誌” (English translation: Advertising magazine) in the verbal announcement upon notification of the complaints.

The BA, having regard to the relevant facts of the case, considered that –

- (a) the inaccurate verbal sponsorship announcement confused viewers as to the nature of the material being broadcast and misled viewers into believing that the advertising magazines were programmes. The description of the two advertising magazines as programmes (節目) was in breach of paragraph 4 of Chapter 3 of the TV Advertising Code, which stipulates that advertising material should be clearly identifiable as an advertisement; and
- (b) the words “廣告雜誌” shown in the September 11 episode were hardly noticeable on screen and did not clearly show that the advertising magazine, adopting a programme style, was an advertisement. Moreover, both episodes were not flagged as an

advertisement at the end. Hence, the BA considered that TVB was in breach of paragraph 5 of Chapter 3 of the TV Advertising Code, which stipulates that any advertisement that adopts a programme style should be flagged as such in a clearly legible manner at the beginning and at the end where the style makes it not fully apparent that it is an advertisement.

Decision

In view of the above, the BA decided that TVB should be **advised** to observe more closely the relevant provisions in the TV Advertising Code.