

## Appendix

### **Case 1 – Television Programme “The Legend of ATV: Awards Ceremony of the 55<sup>th</sup> Anniversary” (亞洲電視 55 周年頒獎禮) broadcast on the Home Channel of ATV on 8 July 2012 at 7:30pm – 9:30pm**

Two members of the public complained that the act of an artiste’s breaking arrows with his throat was dangerous, unnerving, unsuitable for broadcast at the scheduled time, and that there was no warning against children’s imitation.

#### **The CA’s Findings**

In line with established practice, the CA considered the complaint case and the representations of ATV in detail. The CA noted the facts of the case, among others, as follows –

- (a) the programme was an anniversary special, broadcast from 7:30 pm to 9:30 pm, which straddled the family viewing hours (“FVH”);
- (b) in a segment broadcast at around 8:10 pm, a male artiste used qigong (氣功) to break arrows with his throat. He tried to break two arrows first, then added up to three and six arrows on each attempt; and
- (c) when the host introduced the segment, he warned that the artistes who performed the shooting of arrow had undergone professional training and that children must not imitate. A similar warning caption against viewers’ imitation was superimposed for about six seconds on screen before the performance.

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

- (a) the act of breaking arrows with throat was dangerous. Objects of similar shape like chopstick, pencil, etc. were easily accessible in the household and an imitation by employing these objects for similar acts would cause serious harm to children; and
- (b) despite the provision of verbal and written warnings, the act was unacceptable for broadcast during the FVH during which nothing unsuitable for children should be broadcast. The concerned programme was thus in breach of paragraph 2 of Chapter 2 and paragraphs 1 and 6 of Chapter 7 of the TV Programme Code.

### **Decision**

In view of the above, the CA decided that ATV should be **seriously warned** to observe more closely the relevant provisions in the TV Programme Code.

### **Case 2 – Television Programme “SINOMAX Special: Healthy Sleeping, Wealthy Life” (SINOMAX 特約：親子護脊新體驗) broadcast on the Jade and HD Jade Channels of TVB on 14 – 18 May 2012 at 10:32pm**

A member of the public complained that the 17 May episode (viz. the 4<sup>th</sup> episode) of the spinal health programme failed to establish a connection between spinal health and the sponsor’s product featured therein and contained content solely designed for advertising purposes.

### **The CA’s Findings**

In line with established practice, the CA considered the complaint case and the representations of TVB in detail. The CA noted the facts of the case, among others, as follows –

- (a) the concerned programme was a one-minute programme series comprising five episodes;
- (b) it started with a simple plot about a couple's selection of desk and chair designed for spinal protection at a furniture shop, intercut with a chiropractor's advice on spinal protection in the 1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup> episodes; and
- (c) despite the absence of any identification of product sponsorship, the sponsor's desk and chairs were prominently featured and there were close-up shots on different parts of the products while the couple described the functions and design of the sponsor's furniture in detail in the last two episodes of the programme series.

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

- (a) the detailed descriptions on the functions, operations and advantages of the spinal-care furniture of the sponsor, alongside with close-up shots on the furniture, in the last two episodes had gone beyond the editorial need of an information programme on spinal health and had given undue prominence to the sponsor's products, which amounted to advertising material within a programme. These two episodes were thus in breach of paragraphs 1 and 3 of Chapter 11 of the TV Programme Code governing indirect advertising; and

- (b) the other three episodes which did not unduly focused on the sponsor's furniture featured therein were acceptable under the relevant provisions in the codes.

## **Decision**

In view of the above and taking into account that the lapse in the present case was less blatant as compared with the precedents, the CA decided that TVB should be **warned** to observe more closely the relevant provisions in the TV Programme Code.

### **Case 3 – Television Programme “Come Home Love” (愛·回家) broadcast on the Jade and HD Jade Channels of TVB on 2 and 3 July 2012 at 8:00pm – 8:30pm**

18 members of the public complained that the prominent exposure of a bakery was gratuitous and obtrusive to viewing pleasure, and amounted to blatant advertising for the bakery. One of the complainants alleged that the prolonged and prominent display of shopping bags of the bakery in the 3 July episode also amounted to advertising for the bakery.

## **The CA's Findings**

In line with established practice, the CA considered the complaint case and the representations of TVB in detail. The CA noted the facts of the case, among others, as follows –

- (a) the programme was a situation drama about an extended family. The alleged bakery was the product sponsor of the two episodes under complaint;
- (b) in the 2 July episode, the name of the bakery was clearly shown in the background during the family's visit to the bakery. The production process of almond cakes then followed and it revealed the grandfather's visit to a friend working in the bakery's factory. The name of the bakery on the workers' uniform and on a few large banners in the background was clearly discernible;
- (c) next in the bakery store, a manager asked his staff to re-make a new batch of candies as unsatisfactory products could not be sold. The aunt of the family then appeared as a mystery customer and secretly gave good marks to the bakery on various aspects. The name of the bakery was shown in the background, on the uniform of staff and on the name plate carried by the manager; and
- (d) in the 3 July episode, a few shopping bags of the bakery were seen on a coffee table in a hotel room. There was another scene featuring the aunt having a telephone conversation with the manager who was at work in the bakery's store. The name of the bakery was prominently shown in the background throughout the store scene.

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

- (a) the extensive exposure of the name of the sponsor's bakery at different scenes in both episodes was gratuitous and obtrusive to viewing pleasure. These episodes were thus in breach of paragraph 10(a) of the TV

Advertising Code governing the exposure of the sponsor's products and services within a programme;

- (b) the portrayals at the bakery's factory and the store manager's request for re-making the sub-standard candies and the aunt's positive assessment on the bakery store were not clearly justified editorially and undue favour had been given to the sponsor, breaching paragraph 1 of Chapter 11 of the TV Programme Code which prohibits indirect advertising; and
- (c) the showing of the shopping bags of the bakery in the hotel room were not gratuitous and could be editorially justified.

### **Decision**

In view of the above and taking into account similar precedents, the CA decided that TVB should be **warned** to observe more closely the relevant provisions in the TV Programme and Advertising Codes.

**Case 4 – Television Programme “BNP Paribas Presents: Money Smart · Warrants Lab” (法國巴黎銀行特約: 創富坊·法證攻防) broadcast on the HD Jade Channel of TVB on 1, 6 & 15 February 2012 at 9:55 am, and 1 February & 19 March 2012 at 1:20 pm**

A member of the public complained that the concerned programme segment introduced only exclusive financial products issued by the sponsor and amounted to advertising material.

### **The CA's Findings**

In line with established practice, the CA considered the complaint case and the representations of TVB in detail. The CA noted the facts of the case, among others, as follows –

- (a) “Warrants Lab” (法證攻防) was a 9-minute segment sponsored by a bank and regularly scheduled twice within the financial programme “Money Smart” (創富坊) broadcast on stock trading days;
- (b) spot-check of the 19 March 2012 segments revealed that the sponsor of the segments was identified by front and end sponsor credits, as well as an opening flipcard featuring the sponsored segment title. At the start, a programme host mentioned the sponsored segment title once and introduced a representative of the sponsor as the guest. The name of the representative and her job title at the sponsor bank was superimposed on screen in several instances;
- (c) in both segments, the same representative introduced several warrants issued by the sponsor. The stock code and full name of the warrants which incorporated the short name of the issuer who was also the segment sponsor was superimposed on screen throughout the introduction of the respective warrants, making them clearly identifiable as the products of the sponsor; and
- (d) altogether, more than 10 warrants of the issuer-cum-sponsor were introduced in the two 9-minute segments. It was also noted that the financial programme contained only the concerned segments which were sponsored by a warrant issuer and introduced its own warrants.

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

- (a) the presentation of the sponsor identifications in the concerned segments was within acceptable bounds of the relevant provisions, and the information about the sponsor's representative was also contextually justifiable in a financial programme. Moreover, the visual display of the short name of the sponsor as part of the full name of the warrants issued by the sponsor could be considered as incidental information about the warrants introduced. However, when all these elements put together, it would undeniably serve to inform viewers that the warrants introduced by the sponsor's representative in the segments concerned were those issued by the sponsor;
- (b) although the information about the sponsor's warrants were basically presented in a factual manner and no expressive and excessive promotional references were made, the introduction of the sponsor's warrants solely throughout the two 9-minute sponsored segments in the financial programme concerned was not editorially justified, or of an incidental nature;
- (c) while introduction of warrants by guests from issuers is not uncommon in television or radio financial programmes, different views from guests representing various financial institutions were usually presented in the same programme; and
- (d) the sponsored segments as presented in the concerned programme had given undue prominence to the concerned sponsor and amounted to advertising material, thus in breach of paragraphs 1 and 3 of Chapter 11 of the TV Programme Code which prohibit indirect advertising.



## **Decision**

In view of the above and taking into account that this is the first of such lapse on sponsored financial segments, the CA decided that TVB should be **advised** to observe more closely the relevant provisions in the TV Programme Code.