

## Appendix

### **Case 1 – Television Programme “Guangzhou Chimelong Presents: Fever Summer Fun” (廣州長隆旅遊度假區特約：開心熱浪合家歡) broadcast on the Jade Channel of TVB on 5 May 2012 at 11:00 pm – 11:30 pm**

A member of the public complained that the programme featured solely in-park facilities of the sponsor’s theme park, such as a new thermostatic outdoor attraction, which amounted to mingling of advertising material within programme.

#### **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) a resort in Panyu, Guangzhou was the programme sponsor and product sponsor of the 30-minute programme which the station claimed to be a travelogue-cum-family programme. It adopted the format of a drama with a simple plot about a family’s trip to the sponsor’s water park, filmed entirely on location; and
- (b) there were shots showing the name and logo of the sponsor’s hotel and water park, panning shots of hotel lobby and suite facilities, and a bird’s eye view of the water park, with detailed descriptions, and repeated and prominent shots of various rides, shows, facilities and the illuminated water park at night, including the alleged new thermostatic outdoor attraction, and favourable remarks about the environment and decoration of the water park. Before the programme ended, the characters also introduced and praised the convenient transportation

links between Hong Kong and Panyu where the theme park was located.

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

- (a) the programme featured only one amusement attraction and was entirely filmed on location at the sponsor's hotel and water park. The presentation of the various rides, shows and facilities of the sponsor's water park in the programme, as mentioned above, was gratuitous and could hardly be considered editorially justified for plot development or characterisation purposes in the drama, thus in breach of paragraph 10(a) of Chapter 9 of the TV Advertising Code governing the exposure of the sponsor's products and services within a programme;
- (b) although the exposure of the sponsor's names in the programme was comparatively restrained, viewers could readily identify the facilities featured in the programme as those of the sponsor. Devoid of any real content, the programme as presented was similar to an advertising magazine which was designed to promote the water park, which was in breach of paragraph 1 of Chapter 11 of the TV Programme Code which prohibits indirect advertising.

### **Decision**

In view of the blatant advertising effect and taking into account the repeated lapses, the CA decided that a **financial penalty of \$60,000** should be imposed on TVB for breaching the relevant provisions in the TV Programme and Advertising Codes.

**Case 2 – Television Programmes “Dolce Vita” (港生活·港享受) broadcast on the Pearl Channel of TVB on 19 January 2012 at 9:30 pm – 10:00 pm and “Dolce Vita” (明珠生活) broadcast on the HD Jade Channel of TVB on 25 January 2012 at 6:00 am – 6:30 am**

A member of the public complained that the extensive exposure of a brand, with its history, watches and jewellery, amounted to blatant advertisement for the brand.

**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 programmes under complaint were the English and Cantonese versions of the same lifestyle programme broadcast on different channels. The alleged brand was identified as a product sponsor of the programmes; and
- (b) in a six-minute segment solely about the alleged brand, a brief history of the brand was given, accompanied by footage of the brand’s workshop, and the hosts introduced four collections of watches and accessories of the brand in its shop, with the brand name clearly shown in the background and on the watches. There were also some positive remarks about the collections.

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

- (a) the segment concerned introduced creativity in horology for the

sponsor's timepieces only, with extensive close-up shots revealing the brand name on the watches. Together with some positive remarks about the features of the products, the presentation of the watch and accessory collections in the segment had an obvious advertising effect for the brand's products; and

- (b) the exposures of only the product sponsor's watches and accessories in its shop, with the brand name shown clearly in the background and on the watches, were extensive and not editorially justified in a programme segment claimed to be on the theme of creativity on horology. The extensive exposures of the sponsor's products were gratuitous and thus in breach 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 exposure of sponsored products within programmes.

### **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.