



## Advertisements must be analyzed as a whole, according to the impression they generate on their audience

*Resolution of the Advertising Jury (Autocontrol) of 21 of May 2014, Association of Communication Users (“ACU”) vs. Grupo Vichy Catalan, S.L. “Agua Mineral Vichy Catalán”*

### Background

The resolution we comment on here was issued following a claim submitted by ACU against an advertisement from Grupo Vichy Catalán, S.L. broadcasted on television.

The advertisement contained the following message: *“Vichy Catalán cares about your health and performs research on the metabolism of cholesterol. Vichy Catalán loves you.”* The Jury considered that the advertisement against which the claim was brought was contrary to the principle of legality included in rule 2 of the Advertising Code of Conduct of Autocontrol.

### The Jury’s resolution

In its defense, the company Vichy Catalán argued that its advertising merely highlighted the company’s concern for consumers and that, for that purpose, it financed a line of research in relation to cholesterol.

The Jury reminded that, when it comes to analyzing promotional messages, advertisements must be considered as a whole, without fractioning their contents and considering the overall impression generated in their audience. Therefore, promotional messages cannot be interpreted in a strictly literal sense.

Having analyzed the advertising as a whole, the Jury considered that the advertisement contained health claims, as it went beyond merely informing about the advertiser’s performance of research on cholesterol. According to Autocontrol, the advertisement sent a message to the

average, normally informed and reasonably observant consumer, suggesting a relation between the consumption of the promoted product and cholesterol.

The Jury based its resolution in Regulation 1924/2006. According to this Regulation, in order to make health claims – of any kind- in advertisements, such claims must be expressly authorized and included in the lists foreseen in said Regulation. Given that the messages included in the advertisement that were considered by the Jury as health claims did not have said authorization, the Jury understood that the advertisement was contrary to the Regulation.

Additionally, the Jury considered that the expression *“Vichy Catalán cares about your health”* could suggest that the advertised product is beneficial for health in general. According to Regulation 1924/2006, references to general, non-specific benefits may only be made if accompanied by a specific health claim included in the lists of authorized claims. Since this was not the case, the Jury understood that the applicable law was being infringed, even when the advertising company did not intend to promote its product as beneficial for health.

For all these reasons the Jury upheld the claim submitted by ACU and ordered the advertiser to stop broadcasting the advertisement.