

**CONFIDENTIAL**

**Our Reference: Case #546530/Complaint #152175 – Cambridge Right to Life – Out-of-Home Advertisement**

November 21, 2023

Chris O’Neill  
Cambridge Right to Life

Dear Chris O’Neill,

As you know, Ad Standards received one consumer complaint about the above-referenced advertisement. The case was forwarded to the Standards Council for adjudication.

The Council met on June 20, 2023, to consider this advertisement. Council includes a diverse group of representatives from advertisers, advertising agencies, the media and the public, all of whom volunteer their time to participate in this complaint review process. The criteria applied by Council are found in the Canadian Code of Advertising Standards (the “Code”), available at <https://adstandards.ca/code/>.

Council reviewed the complaint, the advertisement, and your response under the provisions of Clause 1 (Accuracy and Clarity) and Clause 11 (Superstitions and Fears) of the Code.

In accordance with the Code, Council members were instructed not to evaluate the advertising based on their personal views of the subject. The Code does not prohibit or restrict any particular position or argument, provided that in communicating its message the ad complies with the standards of truthful, fair, and accurate advertising prescribed under the Code.

Under the Code, the onus is on the advertiser to substantiate the claims included in its advertising if challenged in a complaint. Council appreciated the thoroughness of the advertiser’s response and determined that the advertiser did provide reasonably adequate substantiation as required under Clause 1(e) of the Code. However, after a lengthy debate, the majority of Council concluded that, due to a lack of consensus in studies publicly available, they could not determine with certainty whether a foetus heart begins to beat at 21 days. Indeed, Council noted that statements from recognized authorities, such as Health Canada, refers to when a foetus heart can be detected, not when it starts beating. However, the majority of Council members agreed that the lack of consensus was insufficient to cast doubt on the veracity of the claim.

Then, Council focused its attention on the general impression conveyed by the advertisement in light of the fear mongering concerns raised by the complainant. With an understanding that this advertisement was primarily focused on a message of advocacy, Council unanimously agreed that the imagery did not

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exploit superstitions, nor play upon fears to mislead the public. This general impression was emphasized by the claim stating “Choose Love, Choose Life!”

Finally, Council members addressed whether the partial portrayal of a born child and reference to a baby’s heart when pointing out to an embryo’s heartbeat might cause confusion for the public about the definition of when a child becomes human being as included within section 223(1) & 223(2) of the *Criminal Code of Canada*. The majority of Council members were of the view that the ad did not imply that choosing to terminate a pregnancy equal to a criminal act as alleged by the complainant.

For these reasons, Council determined that the ad did not contravene Clause 1(a) (Accuracy and Clarity), nor Clause 11 (Superstitions and Fears) of the Code.

The Code provides that complainant is entitled to request an appeal within seven working days following receipt of this letter if they disagree with a decision of Council.

Thank you for your cooperation with the advertising self-regulatory process.

Sincerely,

**Yamina Bennacer** (*she/her*)  
Director, Standards (National)  
[www.adstandards.ca](http://www.adstandards.ca)