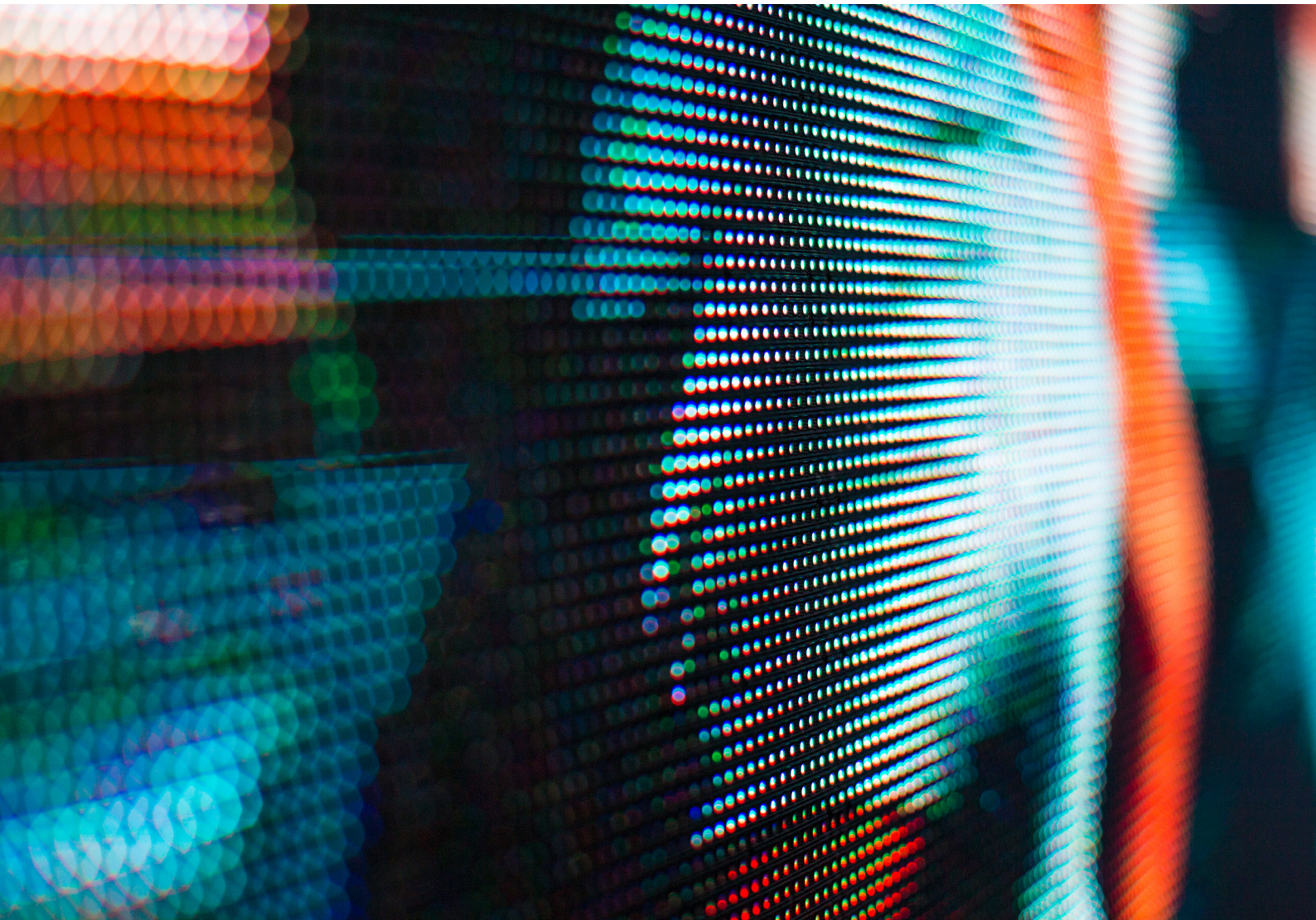


Clifford Chance

The Advertising Brief Issue 11

October 2026



Welcome to the latest issue of The Advertising Brief in which we bring you the latest updates and rulings from the world of advertising.

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Each quarter we bring you concise summaries of the most interesting cases from the UK's Advertising Standards Authority (ASA) with our key takeaways and practical guidance. We also provide helpful updates on the key regulatory developments that brands, marketers and key stakeholders need to be aware of.

In this issue we consider some of the ASA's recent decisions in relation to gambling, product endorsements, Black Friday savings, in-game purchases, and more. From a regulatory perspective, we share some key developments from the ASA in relation to environmental claims and weapon-related advertising.

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01

The more you bet,
the more you get:
ASA scrutinises
BoyleSports' Bank
Builder promotion



The more you bet, the more you get: ASA scrutinises BoyleSports' Bank Builder promotion

The Advertising Standards Authority (ASA) has **challenged** a BoyleSports ad relating to its "Bank Builder Jackpot" promotion, which offered customers up to £60 in free bets and a share of a £10,000 weekly jackpot if they placed and settled qualifying bets on four to seven days each week over a four-week period.

Under the CAP Code, gambling ads must not portray, condone or encourage gambling behaviour that is socially irresponsible or could lead to financial harm. CAP Guidance states that marketers should not encourage frequent or repetitive participation.

BoyleSports argued that the promotion was aimed at customers with varying levels of normal betting activity. Customers were not required to opt in, enrol in the challenge or commit to completing any number of betting days. Customers did not need to increase their individual stake size or commit to participate across the full four-week promotion period. Lower-tier rewards were also available. As a result, BoyleSports considered that the ad did not encourage behaviour that was socially irresponsible or could lead to financial harm. Moreover, BoyleSports referred to customer-behaviour data that showed (i) the promotion did not materially alter customer betting behaviour; and (ii) the maximum theoretical route through the promotion was not the typical customer journey.

The ASA was not persuaded, and raised concerns over the betting behaviour required to unlock the promotions. Customers seeking the lowest-tier reward had to place qualifying bets on four days in a week, while higher rewards were linked to betting on five, six or seven days. Free bets were then credited to the customer for use the following week, encouraging further gambling participation.

The ASA therefore concluded that the ad encouraged behaviour that was socially irresponsible or could lead to financial harm, and was held to be in breach of the CAP Code.

Key takeaways

- 1 Evidence/data that an ad or incentive did not materially change consumers' gambling habits may not prevent regulatory action where the ASA considers that an ad has the potential to encourage frequent or repetitive participation over a period of time.
- 2 The ASA will challenge gambling ads itself, as a result of its monitoring and intelligence gathering, even where no third-party complaints are received.

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02

Playing to the wrong audience? ASA blows the whistle on gambling ads featuring Kane and Haaland



Playing to the wrong audience? ASA blows the whistle on gambling ads featuring Kane and Haaland

The ASA has **upheld** a complaint against Oddschecker (an online betting platform) in respect of two Instagram posts featuring Harry Kane and Erling Haaland. One post stated that Kane was the most backed player to win the 2026 Ballon d'Or, whilst the other stated that Norway was the most backed bet to win the 2026 World Cup. Both posts included references to bookmakers' odds.

The complainant challenged whether the posts breached the CAP Code because they featured individuals who were likely to be of strong appeal to under-18s.

Key takeaways

- 1 If a social media post encourages consumers to place a bet, it is likely to constitute a marketing communication within the scope of the CAP Code. That will be the case regardless of whether the content is framed as commentary rather than a direct promotion.
- 2 Age-assurance measures put in place by social media platforms will not sufficiently mitigate the risk to under-18s when, in reality, under-18s may be able to access the age-restricted content.

Oddschecker's position was that the posts were editorial commentary on football personalities and events, rather than an invitation to gamble. As a result, Oddschecker had not included an age disclaimer or a social-responsibility message that would normally accompany their direct gambling promotions (although their Instagram account was restricted to 18+ users).

The ASA disagreed and found that the posts encouraged consumers to place bets through the Oddschecker platform. As a result, the posts constituted marketing communications within the scope of the CAP Code.

Under the CAP Code, gambling ads must not feature individuals who are likely to have strong appeal to under-18s. The ASA found that both Kane and Haaland fell within that category. As a result, the ads were deemed irresponsible and in breach. The ASA also rejected the suggestion that Instagram's age assurance measures provided under-18s sufficient protection from harm, noting that data it had gathered showed that significant numbers of under-18s may be able to access age-restricted content.

The ads must not appear again in the form complained of and Oddschecker was told not to include people with strong appeal to under-18s in future ads.

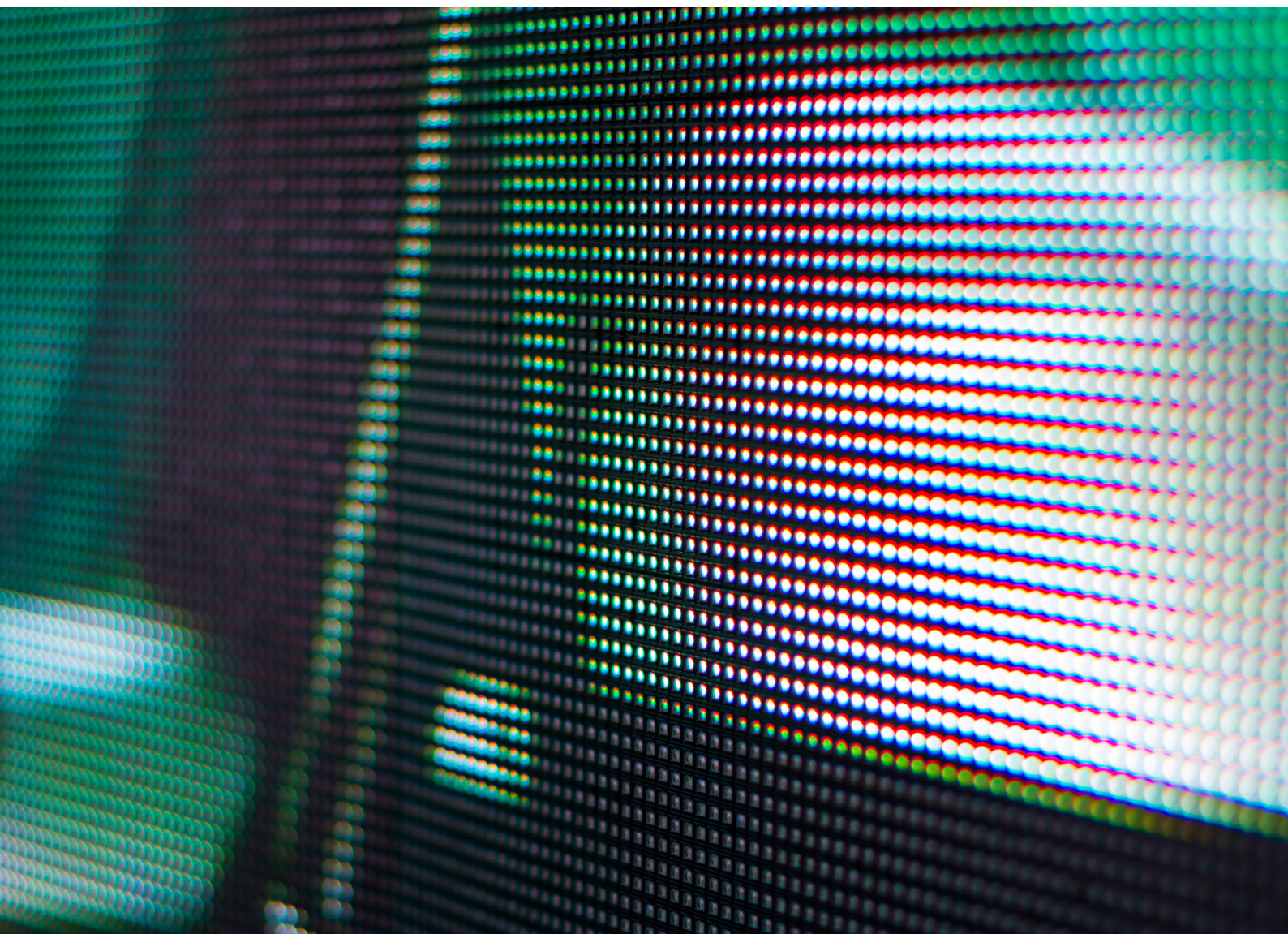
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03

On target?
ASA guidance for
weapon-related
advertising



On target? ASA guidance for weapon-related advertising

The ASA has issued [guidance](#) clarifying its approach to weapons in marketing communications.

In accordance with the CAP Code, campaigns must be socially responsible, advertisers should ensure that any weapon depicted can be legally sold in the UK and avoid content that is excessively violent, graphic or likely to encourage violence or anti-social behaviour. Certain weapons, including offensive weapons such as knuckledusters, flick knives and zombie knives, cannot be advertised. The ASA has previously upheld complaints against social media advertisements promoting prohibited firearms and weapons, finding them socially irresponsible.

The guidance further emphasises that marketers must avoid glamourising weapons or violence. The ASA has [upheld complaints](#) where firearms were used as stylistic accessories or where advertising portrayed gun use in a way that glamorised violence. Ads may also breach the Code where weapon-related imagery causes unjustified fear or distress, even when weapons are relevant to the advertised product.

Advertisers must also take particular care to prevent children from being exposed to weapon-related advertising. The ASA has ruled against campaigns for kitchen knives, air guns and other weapons where marketers failed to adhere to appropriate audience targeting or placement restrictions. However, context remains important. For example, the ASA did not uphold a complaint concerning an advertisement for the video game Call of Duty because the depiction of a firearm was neither graphic nor violent, despite being seen by a child.

Ultimately, advertisers should carefully consider legality, audience targeting, context and overall impression when featuring weapons in their campaigns.

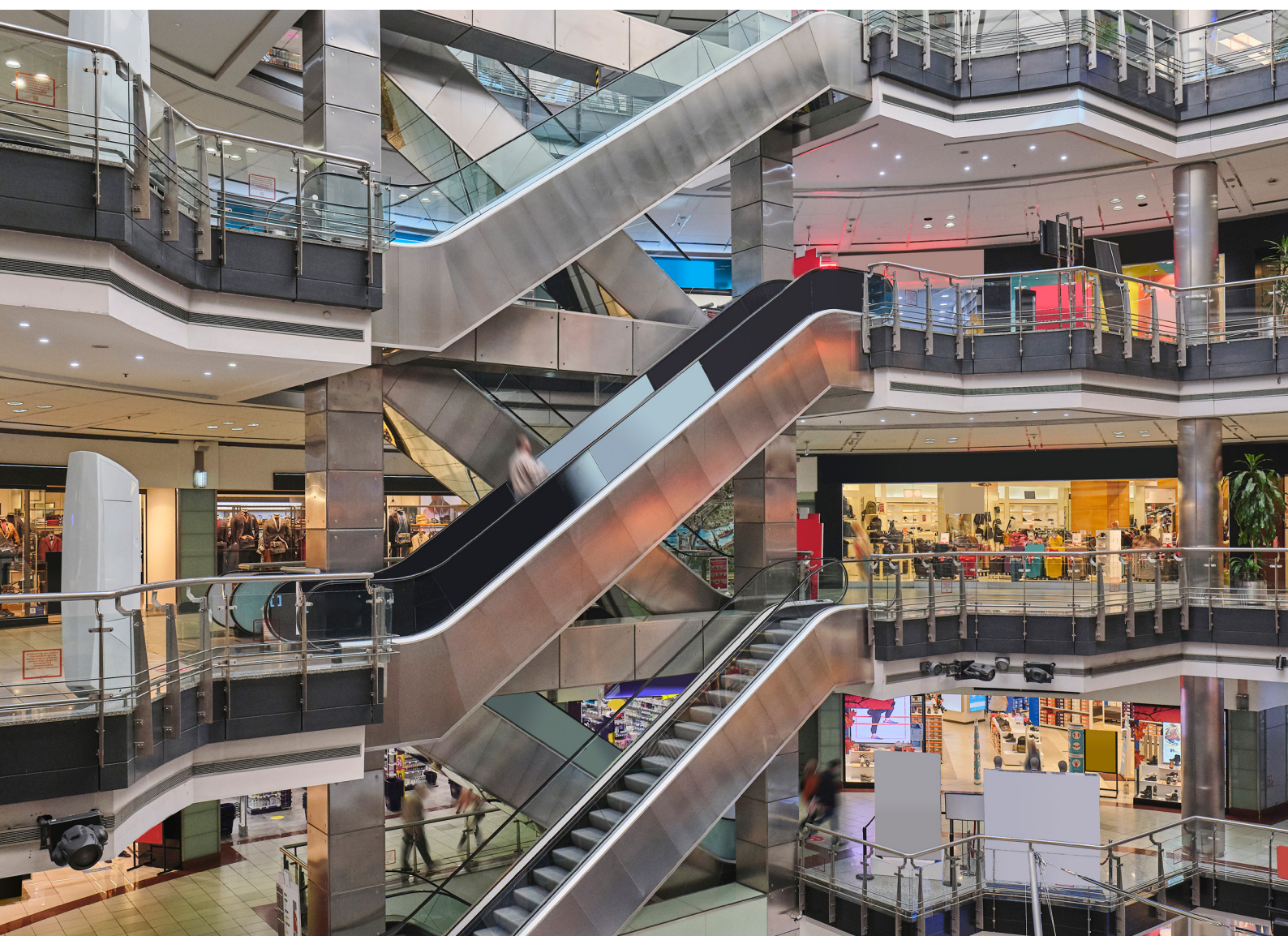
Key takeaways

- 1 Ensure any weapon featured in advertising is legal in the UK and that appropriate targeting measures are in place.
- 2 Avoid imagery or creative treatments that glamourise weapons, appear to condone violence, or may create fear or distress.

Written by:
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04

ASA scrutinises Black
Friday savings claims



ASA scrutinises Black Friday savings claims

The ASA has [upheld complaints against two John Lewis Black Friday advertisements](#), reinforcing the importance of substantiating savings claims with robust evidence. The rulings form part of a wider ASA investigation into Black Friday promotions identified through its AI-powered Active Ad Monitoring system.

The first advertisement promoted a MacBook Air with claims including “Price includes £150 saving” and “Save £150”. The second advertised an ASUS Zenbook laptop with a “Save £450” claim. In both cases, the ASA considered that consumers would understand the savings to represent genuine reductions against the products’ usual selling prices at John Lewis.

Key takeaways

- 1 Savings claims must be supported by clear pricing history and sales data demonstrating that the reference price is the product’s genuine usual selling price. This is particularly relevant during major retail events.
- 2 A product being sold at a higher price shortly before a promotion, or reliance on average historical prices, may not be sufficient to justify a headline saving claim.

While John Lewis argued that the reference prices reflected previous selling prices and were consistent with its price-matching approach, the ASA found that the retailer had not provided sufficient evidence to demonstrate that the quoted reference prices were genuinely established selling prices. In particular, the ASA expected detailed pricing histories and sales data showing how long the products had been sold at the higher prices and whether those prices represented the products’ usual selling prices for such a claim.

The ASA noted that products had been offered at a range of different prices before the promotions and that, without comprehensive pricing and sales information, it could not verify that the advertised savings were genuine. The regulator also rejected arguments based on average historical selling prices, finding that these did not reflect how consumers would interpret the claims.

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05

The ASA levels up its guidance on in-game purchase disclosures



The ASA levels up its guidance on in-game purchase disclosures

The ASA has [partially upheld a complaint against Argos](#) after certain Argos brochures failed to disclose that featured video games contained in-game purchases and loot boxes.

The ruling reinforces the ASA's position that the availability of in-game purchases can be considered material information for consumers, particularly younger or otherwise vulnerable audiences. As a general rule, advertising for video games should make clear where in-game purchases are available and, where relevant, whether those purchases include random-item mechanics such as loot boxes. While such disclosure does not need to be highly prominent, it must be easy for consumers to locate and understand.

Key takeaways

- 1 The availability of in-game purchases in video games is likely to be treated as material and should be disclosed where an ad contains enough product information to influence a purchasing decision. Where games include random-item purchasing mechanics, this should also be disclosed.
- 2 Ads that simply signpost consumers to further product information may not require disclosures of in-game or random-item purchasing, provided such information is clearly disclosed and easy to find elsewhere in the consumer journey.

In the ruling, the ASA drew a distinction between advertising that merely signposts a product and advertising that provides sufficient detail to influence a purchasing decision. It found that the cover of Argos's Autumn/Winter 2025 *Gamer* brochure did not need to feature an in-game purchase disclosure because it served primarily as a gateway to product listings inside the brochure, where the relevant information was readily available.

However, the ASA reached a different conclusion in relation to an advertisement for *Call of Duty: Black Ops 7* in Argos's *Christmas Gift Guide 2025*. By promoting the game as a forthcoming product without disclosing the presence of in-game purchases, this ad omitted material information that consumers needed to make an informed decision. The ASA therefore found a breach of the CAP Code and required Argos not to run this advertisement again in the same form.

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06

Not green enough?
The ASA gets tough
on "recycled" claims



Not green enough?

The ASA gets tough on "recycled" claims

The ASA has upheld complaints against [adidas](#), [UNIQLO](#) and [Calvin Klein](#) over environmental claims describing products or product ranges as "recycled", underlining regulators' increasingly stringent approach to sustainability marketing in the fashion sector.

The complaints centred on paid-for Google ads featuring claims such as "recycled running shoes" and jackets made from "recycled materials". The ASA considered that consumers were likely to understand these claims as meaning that the products, or the advertised ranges more broadly, were made entirely or predominantly from recycled or otherwise environmentally friendly materials. However, the advertisements did not sufficiently explain the basis of those claims, creating a risk that consumers would overestimate the environmental credentials of the products when making purchasing decisions.

Key takeaways

- 1 Unqualified claims such as "recycled" are likely to be interpreted as referring to the advertised product as a whole, not merely to particular components or materials. Where products contain a mix of recycled and non-recycled materials, advertisers should clearly explain the basis of environmental claims.
- 2 Sustainability claims must be supported by evidence that substantiates the overall message conveyed to consumers. The broader or more absolute the claim, the more robust the supporting evidence will need to be.

In its rulings, the ASA relied on [guidance from the Competition and Markets Authority](#) (CMA) which states that products should not be described simply as "recycled" or "organic" where they contain non-recycled or non-organic materials, unless the proportion of such materials are negligible. The rulings also reinforce the ASA's long-standing position that unqualified or absolute environmental claims require a particularly high level of substantiation. Evidence that certain components are recycled will not be enough if the overall impression conveyed by the advertisement is broader.

The ASA found that the advertisements breached the CAP Code. The brands were instructed not to use the advertisements again in the same form and to ensure that future environmental claims clearly explain the basis of any sustainability-related representations.

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07

Transparency
in product
endorsements: key
lessons from recent
ASA decisions



Transparency in product endorsements: key lessons from recent ASA decisions

Earlier this year, the ASA upheld challenges against a number of websites touting ostensibly independent claims and reviews that failed to disclose commercial relationships or other sources of bias. In particular, the ASA found certain websites breached the CAP Code as the businesses had failed to adequately disclose their commercial interests in products they were advertising.

One such example was [ConsumerTestReports.org](https://www.consumer-test-reports.org/), which published an advertisement ranking the “5 Best Cordless Vacuums 2026”. This review-style content was considered likely to mislead consumers into believing that the website was operated by an unbiased, independent review organisation. In fact, the ASA understood that ConsumerTestReports.org was operated by Xinyu International Trading Ltd, an import and export business with a commercial interest in one of the vacuum products featured on the advertisement’s landing page.

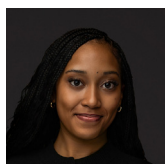
Similarly, the ASA scrutinised a website operating under the name [PetfoodExpert](https://www.petfoodexpert.co.uk/), which claimed to provide “fast, free and 100% unbiased” information to help pet owners identify the most suitable pet foods for their needs. These claims were considered misleading because the website disclosed only within its FAQ section that it had been created by Pets Corner, a business with interests in two pet food retailers.

The CAP Code provides that marketing communications must not falsely claim or imply that a marketer is acting as a consumer. Although PetfoodExpert described itself as a fact-based opinion website, it also acknowledged that it considered itself subject to the requirements of the CAP Code.

Key takeaways

- 1 Avoid presenting marketing content as independent consumer advice. Claims that content is “independent”, “unbiased”, “objective” or similar should be used with caution.
- 2 Where a business has a commercial interest in promoted products, presenting marketing communications in the style of impartial reviews or consumer recommendations may breach the CAP Code and expose businesses to regulatory scrutiny.

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08

ASA sets out
full guidance on
environmental claims



ASA sets out full guidance on environmental claims

The ASA and its sister body, the Committee of Advertising Practice (CAP), have consolidated years of “greenwashing” enforcement into clearer guidance for advertisers, while testing those principles through a new series of fashion-sector rulings.

In July 2026, CAP issued advertising [guidance](#) that brings together for the first time the existing Code rules and key regulatory principles developed through years of ASA rulings on environmental claims. The guidance emphasises that environmental claims must be clear, substantiated and appropriately balanced. Ads highlighting a business’ positive environmental initiatives may breach the Code if the business remains responsible for significant ongoing emissions or environmental harm and the ad omits that context. This risk is particularly acute in high-carbon sectors, including fossil fuel production and financing, energy and cruise travel. Claims using terms such as “recycled”, “recyclable”, “biodegradable” and “compostable” should be qualified to explain which parts of the product or packaging they cover and whether disposal may create harmful by-products. The guidance also addresses “carbon neutral” and “net zero” claims, which must make clear whether they rely on offsetting or genuine emissions reductions and, where they concern future goals, be supported by a verifiable strategy.

The guidance is timely. The ASA’s June 2026 [Pulse Report](#) found that environmental claims appeared in only around 1% of ads analysed, but were often framed as absolute claims, attracting the Code’s strictest substantiation standard. More positively, advertisers in sectors such as transport and utilities increasingly appear to favour specific, qualified comparative claims over broad, unqualified assertions.

To help advertisers make clear, evidence-based environmental claims, the ASA has also published a [one-page checklist](#) and a shorter, accessible [practical guide](#) to accompany the CAP guidance. These resources provide examples of compliant advertising alongside claims likely to raise concerns.

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Key takeaways

- 1 Watch out for unqualified absolute environmental claims. The ASA is using Active Ad Monitoring, large language models and expert review to assess advertising at scale, enabling it to identify and act on unqualified environmental claims more quickly and comprehensively. To reduce compliance risk, avoid broad, absolute terms such as “sustainable” or “eco-friendly”, and consider whether nature imagery could affect how the claim is understood.
- 2 Consider the audience and retain adequate evidence. Use the one-page checklist and practical guide together when creating or approving ads. Assess how the target audience is likely to interpret the ad, including their understanding of environmental terminology. Marketers should hold robust, up-to-date written evidence to substantiate factual claims and should avoid broad lifecycle claims unless they are fully supported by evidence.

09

Handbrake turn for
the worse: ASA snaps
at Twix ad



Handbrake turn for the worse: ASA snaps at Twix ad

The ASA [upheld](#) a complaint against Twix's TV and video-on-demand ad featuring dangerous driving. The ad showed a driver being chased, speeding up, swerving through a barrier and plunging down a rocky hill before being reunited with an identical car stacked on top of his own. Each driver had a Twix bar, and the cars then drove off together under the strapline "TWO IS MORE THAN ONE TWIX".

Key takeaways

- 1 A fantastical, comedic tone doesn't neutralise a realistic setup. Even where an ad's later scenes are clearly impossible and cinematic and are intended for comedic effect, the ASA will assess each sequence separately. If the opening portion depicts an ordinary road and realistic driving conduct, that section may influence how the later segments would be viewed.

Mars Wrigley and Clearcast argued that the ad was cinematic and fantastical, with exaggerated, physics-defying elements making clear the driving was not to be copied. The ASA disagreed, finding that the realistic chase, handbrake turn and skid marks appeared before the fantasy elements and depicted dangerous, irresponsible driving likely to breach the Highway Code. The ad therefore breached the BCAP Code and CAP Code on unsafe driving and anti-social behaviour.

Mars Wrigley was told that the ads must not appear again in their current form, and Mars Wrigley must not condone or encourage irresponsible driving likely to breach the Highway Code in future ads.

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10

A bitter brew



A bitter brew

The ASA **upheld** two complaints against Exhale Coffee, finding that its advert included unauthorised health and nutrition claims, and that health claims referring to an individual health professional's recommendation are not acceptable in marketing communications for food.

In February 2026, Higham Miller Coffee Ltd t/a Exhale Coffee (Exhale Coffee) posted an Instagram ad claiming that coffee protects DNA and slows cellular aging. The ad cited research attributing these benefits to coffee's polyphenols and antioxidants, which most coffee loses through over-roasting. The ad went on to claim that Exhale Coffee has designed a coffee that's high in these qualities, with a process involving nine different independent lab tests supported by a statement from Dr Rupy (Chief Science Officer and Director at Exhale Coffee). The caption also claimed "amazing health benefits", "HIGH levels of antioxidants", and "Polyphenols to support gut and brain health".

Key takeaways

- 1 A recommendation from an individual health professional is not enough to substantiate a health claim.
- 2 When advertising food and beverage products, ensure any specific or general health claims and nutrition claims are reviewed and comply with the CAP Code and the GB NHC Register.

A complaint challenged whether the ad made general and specific health claims and nutrition claims which breached the CAP Code, as well as health claims which referred to the recommendation of an individual health professional.

Exhale Coffee responded stating that the ad was no longer running, but cited lab test certificates and their work with a specialist testing company to support their claims regarding their manufacturing process. They also explained Dr Rupy's involvement reflected his role as a director who shared the company's values.

Under the CAP Code, only health claims that are specific health claims authorised on the Great Britain nutrition and health claims register (GB NHC Register) can be made in ads promoting food or drink products, and any general health claims must be accompanied by a relevant specific, authorised health claim.

The ASA found that:

- consumers were likely to understand the claims were (i) specific health claims for the purposes of the CAP Code which were not authorised by the GB NHC Register, and/or (ii) general health claims with references to general benefits for overall good health, but which were not accompanied by a specific authorised health claim;
- the claims “high in antioxidants and polyphenols” were unpermitted nutrition claims for the purposes of the CAP Code, because they did not identify a specific nutrient to which an authorised claim might apply; and
- consumers were likely to understand Dr Rupy’s involvement in product development and his position within the company as meaning that he endorsed the product.

Accordingly, the ASA found that the ad included unauthorised specific health claims and nutrition claims, general health claims that were not accompanied by a specific authorised health claim, and health claims that referred to the recommendation of an individual health professional. As such, the ASA held that the ad breached the CAP Code.

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This publication does not necessarily deal with every important topic or cover every aspect of the topics with which it deals. It is not designed to provide legal or other advice.

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