

ADVERTISING CODE GOVERNING ACCEPTANCE OF ADVERTISING MATERIAL IN PUBLICATIONS OF AUSTRALIAN DENTAL ASSOCIATION INC.

1. DEFINITIONS

1.1 'ADA' shall mean the Australian Dental Association Incorporated.

1.2 'Advertising' or 'advertisement' shall mean the publication or promotion of any product, service or item of information.

1.3 'Publications' shall mean scientific journals, magazines, books, newsletters, electronically recorded publications, ADA web-based publications or other material published by ADA.

2. GENERAL CONDITIONS

2.1 The inclusion of advertising in Association publications has as a primary objective, the conveying of information about products or services used in dentistry or related activities, and other areas of interest to dentists and other readers of the publications.

Advertisements that do not contribute to this purpose may be rejected.

Advertisements that conflict with the ideals, objectives, policies, products and services of the Australian Dental Association Inc. may be rejected at the discretion of the Editor.

2.2 Conformity with, and acceptance of the requirements and stipulations of this Code is a condition of the acceptance of an advertisement. If in the judgement of ADA an advertisement does not conform with the spirit and intent of the Code, it may be rejected.

ADA reserves the right to refuse or to modify any advertisement, or to interrupt any series or sequence of advertisements.

2.3 ADA shall retain the right to modify the Code, according to perceived need, and in such instances will use its best efforts to advise such changes to known advertisers and agencies in a timely manner.

2.4 The Code is to be read in conjunction with the provisions of Commonwealth and State law applicable to the product or service to be advertised or to the advertising thereof; and also in conjunction with the Therapeutic Advertising Code promulgated by the Media Council of Australia.

2.5 The Advertiser in lodging any advertisement shall be deemed to have given assurances to ADA of compliance with any requirements of law affecting

the product or service or the advertising of the product or service.

2.6 The Advertiser shall undertake to indemnify ADA against all actions, costs, damages, expenses and other liability whatsoever that ADA may suffer or incur by reason of the publication of the advertisement.

This indemnity shall not be affected by the fact of ADA evaluating the advertisement or the content thereof as suitable for publication.

3. MATERIAL TO BE SUPPLIED

3.1 The Advertiser shall supply artwork and copy in a form sufficiently developed to permit an accurate assessment of the proposed content, meaning and purpose of the advertisement, sufficiently in advance of the copy deadline to permit assessment.

3.2 If not included in the advertising copy, or if not set out in sufficient detail in the copy, the advertiser shall supply.

3.2.1 Identity of the active ingredient(s) of the preparation (where applicable).

3.2.2 Indications and contra-indications of therapeutic products.

3.2.3 A statement of any known side-effects or hazards that may result from the use of the product.

3.3 In any instance where there is a legal requirement that an advertisement for a therapeutic product be accompanied by an abridged Product Information statement (API) the intending Advertiser shall supply the API and the cost of publishing the API shall be deemed to be additional to the cost of the advertisement when extra space is required.

4. SPECIFIC CONTENT REQUIREMENTS

4.1 The content of advertising must recognise the professional standing of the likely readership and it should therefore reflect professional standards of good taste and dignity and in these matters ADA shall be the sole arbiter.

4.2 The copy, illustrations and presentation must have as a self-evident prime purpose the conveying of useful information to dentists. Information so conveyed must be professional, clinical and technical rather than general or consumer oriented in its nature.

Where products sold to consumers are advertised, advertisements that are used in the public media will not be accepted.

4.3 Advertisements must be clearly recognisable as such. The presentation of advertisements should not resemble editorial content.

4.4 In keeping with principles of the ADA's By-Law V – Dental Congresses, ADA publications will not promote a convention, scientific meeting or continuing professional development activities that will be conducted by any organisation within a period of two months prior to, and one month following an Australian Dental Congress.

5 VALIDATION OF CLAIMS

5.1 An advertisement must be accurate in fact and in implication; must not include misleading statements, half truths or unverifiable claims; and must not tend to arouse unwarranted expectations of product or service effectiveness.

5.2 Where claims are made for the safety, efficacy or performance of a product or service, the Advertiser shall supply evidence of the safety, efficacy or performance, and the evidence so supplied shall include all evidence upon which the Advertiser depends to justify such claims.

Where such evidence includes scientific papers, copies of the papers shall be supplied on request, and ADA reserves the right to withhold publication of the submitted advertisement until satisfactory reports have been obtained from ADA's referees.

Documentation not in English shall be accompanied by an English translation.

5.3 Evidence offered in support of claims must be based on current scientific knowledge, and reflect the entirety of the available knowledge on the subject.

5.4 Claims of product or service efficacy based on a single study distant from currently-accepted knowledge on the subject are at a greater risk of rejection.

Note: ADA accepts that there are occasions in scientific development where a new study may reach conclusions at variance with current opinion.

Advertisers are advised that acceptance of such evidence in advertising when first available is not likely, pending assessment of the validity of the study by the scientific community following publication. A factor favouring acceptance would be the publication of such a study in a well accepted, independently-refereed scientific journal.

While the ultimate decision on such matters would depend upon case-by-case judgements at editorial discretion, ADA will not, in general, afford credence to controversial viewpoints by exposure in advertising copy, until a consensus on the topic is reasonably established in the scientific community.

6 REFERENCE TO COMPETING PRODUCTS

6.1 Comparisons with other products or services of a similar type may only be of a factual nature, and the evidence presented must be clear, fair and capable of corroboration.

Direct or implied disparagement of identified competing products or services is unacceptable. Identification may be direct identification, or identification by context or by inference.

Advertisement content that seeks to compare products or services may be admitted only where the comparison is drawn from acceptable scientific papers in a fair manner; where the evidence drawn from the papers is presented in a context and in a manner that is not misleading and is consistent with the findings of the quoted paper; and where the source paper is identified in the advertising copy.

7 APPEAL PROVISION

7.1 Where an Advertiser may be aggrieved by a decision to refuse, to modify or to interrupt an advertisement or series of advertisements, an appeal may be made to the Federal Council of ADA and this body shall be the ultimate arbiter of the matter.

8 MISCELLANEOUS

8.1 Information on prices of products or services may be admitted to advertisements provided it is a minor element of the content of the advertisement; is not couched in aggressive or comparative terms, and is presented so that it is self-evident that the inclusion of the price information is intended to convey no more than an indication of the order of magnitude of the price.

Adopted by Federal Council 15-16 October 1987.
Amended April 2011.