

ANNUAL REPORT MARKETING IN AUSTRALIA OF INFANT FORMULAS: MANUFACTURERS AND IMPORTERS AGREEMENT (MAIF) COMPLAINTS COMMITTEE 2018-2019

TABLE OF CONTENTS

1. Scope and functions.....	2
The MAIF Complaints Committee.....	2
MAIF Agreement.....	2
Guidelines	3
2. MAIF Complaint Committee members	4
Independent representative and Chair: Adjunct Professor Debra Thoms	4
Public health representative: Professor Peter Davies BSc (Hons)	4
Industry representative: Ms Jan Carey	4
3. How complaints are processed.....	5
4. Complaints outcomes July 2018 – June 2019	6
Complaint 1819-AA: The Infant Food Company – final determination on 6 June 2019.....	6
Complaint 1819-BB: Aspen Nutritionals – final determination on 8 April 2019.....	6
Complaint 1819-01: Danone Nutricia Australia – final determination on 8 April 2019	7
Complaint 1819-02: Woolworths – final determination on 4 December 2018.....	7
Complaint 1819-03: A2 Milk – final determination on 8 April 2019.....	7
Complaint 1819-04: Nestlé Australia Ltd – final determination on 16 January 2019.....	8
Complaint 1819-05: Danone Nutricia Australia – final determination on 16 January 2019.....	8
Complaint 1819-06: Bellamy’s Organic – final determination on 12 December 2019	9
Complaint 1819-07: Danone Nutricia Australia – final determination on 16 January 2019.....	9
Complaint 1819-08: Aspen Nutritionals – final determination on 16 January 2019	9
Complaint 1819-09: Nestlé Australia Ltd - final determination on 3 December 2018	10
Complaint 1819-10: Nutricia Australia Ltd – final determination on 8 April 2019	10
Complaint 1819-11: Nestlé Australia Ltd – final determination on 16 January 2019.....	10
Complaint 1819-12: A2 Milk Company – final determination on 16 January 2019.....	11
Complaint 1819-13: Munchkin Grassfed – final determination on 8 April 2019.....	11
Complaint 1819-14: Nutricia Australia – final determination on 8 April 2019	12
Complaint 1819-15: Blooms Chemist – final determination on 30 May 2019	12
Complaint 1819-16: Blackmores – final determination on 17 May 2019.....	12

Contact details

MAIF Complaints Committee Secretariat
Food & Nutrition Policy Section
Australian Government Department of Health
MDP 707, GPO Box 9848, Canberra ACT 2601
Phone: (02) 6289 7358
Email: maif@health.gov.au

1. Scope and functions

Marketing in Australia of Infant Formulas: Manufacturers and Importers Agreement (MAIF) Complaints Committee

The MAIF Complaints Committee is managed by the Australian Government Department of Health and was established in 2018. The Committee consists of three members: an independent representative; a public health representative; and an industry representative. The Department of Health is responsible for all associated secretariat functions of this Committee.

Prior to 2014, the MAIF complaints process was managed by the Department of Health's Advisory Panel on the Marketing in Australia of Infant Formula (APMAIF). From 2014 to 2017 the MAIF complaints process was managed by an Independent Tribunal, overseen by the Ethics Centre. An independent review of the MAIF complaints handling process was conducted in 2017. Following the review, the Department of Health resumed overarching responsibility for the handling of complaints received in relation to the MAIF Agreement.

MAIF Agreement

The MAIF Agreement has operated since 1992, as a voluntary, self-regulatory, code of conduct between the manufacturers and importers of infant formula in Australia. It is Australia's response to the World Health Organization's *International Code of Marketing of Breast-milk Substitutes 1981* (WHO Code). The MAIF Agreement applies to Australian manufacturers and importers of infant formula who are signatories to the MAIF Agreement.

The MAIF Agreement aims to contribute to the provision of safe and adequate nutrition for infants, by protecting and promoting breastfeeding and by ensuring the proper use of breast milk substitutes, when they are necessary, on the basis of adequate information through appropriate marketing and distribution.

Australian manufacturers and importers who are parties to the MAIF Agreement undertake to observe its provisions with respect to marketing and promotion of formulas for infants up to 12 months of age. The MAIF Agreement applies to infant formula, i.e. formula that is suitable for infants from birth and follow-on formulas suitable for infants aged six to twelve months.

The marketing activities of retailers including pharmacies and supermarkets are outside the scope of the MAIF Agreement. Toddler milk products for toddlers over 12 months of age, and baby food, feeding bottles, teats and dummies are also outside the scope of the MAIF Agreement.

The MAIF Agreement is authorised under the Competition and Consumer Act 2010 and can be viewed at www.accc.gov.au/system/files/public-registers/documents/D15%2B143530.pdf

Current signatories to the MAIF Agreement include (as at 30 June 2019):

- Abbott Australasia Pty Ltd
- Aspen Nutritionals Australia Pty Ltd
- Australian Dairy Park Pty Ltd
- Bayer Australia Ltd
- Freedom Foods Group Trading Pty Ltd
- H J Heinz Company Australia Ltd
- The Infant Food Co. Pty Limited
- Saputo Dairy Australia Pty Ltd
- Nature One Dairy Pty Ltd
- Nestlé Australia Ltd
- Nuchev Pty Ltd
- Nutricia Australia Pty Ltd
- RB
- The a2 Milk Company Ltd
- Wattle Health Australia Limited

Guidelines

The MAIF Complaints Committee is in the process of reviewing existing interpretation guidance for the MAIF Agreement and the outcome of which may impact future determinations. The MAIF Complaints Committee has agreed to prioritise reviewing the following guidance material:

- Appropriate age information on labels including reference to other infant formula products (staging);
- Social media and electronic media marketing activity; and
- Scientific and factual information provided to healthcare professionals.

2. MAIF Complaint Committee members

Independent representative and Chair: Adjunct Professor Debra Thoms Chief Nursing and Midwifery Officer for the Australian Government

Professor Debra Thoms was the Chief Nursing and Midwifery Officer for the Australian Government and responsible for providing high-level advice on nursing and midwifery issues. She also participated in the formulation and implementation of policy and strategic direction in relation to health care in Australia.

Professor Thoms was formerly the inaugural Chief Executive Officer of the Australian College of Nursing, a position she took up in mid-2012 following six years as the Chief Nursing and Midwifery Officer with NSW Health.

Public health representative: Professor Peter Davies BSc (Hons) M Phil, PhD, R.Nutr, FNSA - Children's Health Research Centre, University of Queensland

Professor Peter Davies is an Honorary Professor of Childhood Nutrition in the Children's Health Research Centre within the University of Queensland. He has previously held the positions of Deputy Head of UQ's Medical School as well Director of Research for the School of Medicine. Professor Davies has published over 450 articles and papers in the field of nutrition, growth, energy metabolism and body composition in both health and disease in infants and children over a number of years. He is a past member of the National Health and Medical Research Council (NHMRC) Dietary Guidelines Working Committee and the NHMRC Infant Feeding Committee and a member of the Food Standards Australia New Zealand, Infant and Young Child Scientific Advisory Group. Professor Davies was made a Fellow of the Nutrition Society of Australia in 2015. He is also the inaugural Chair of the Early Life Nutrition Coalition.

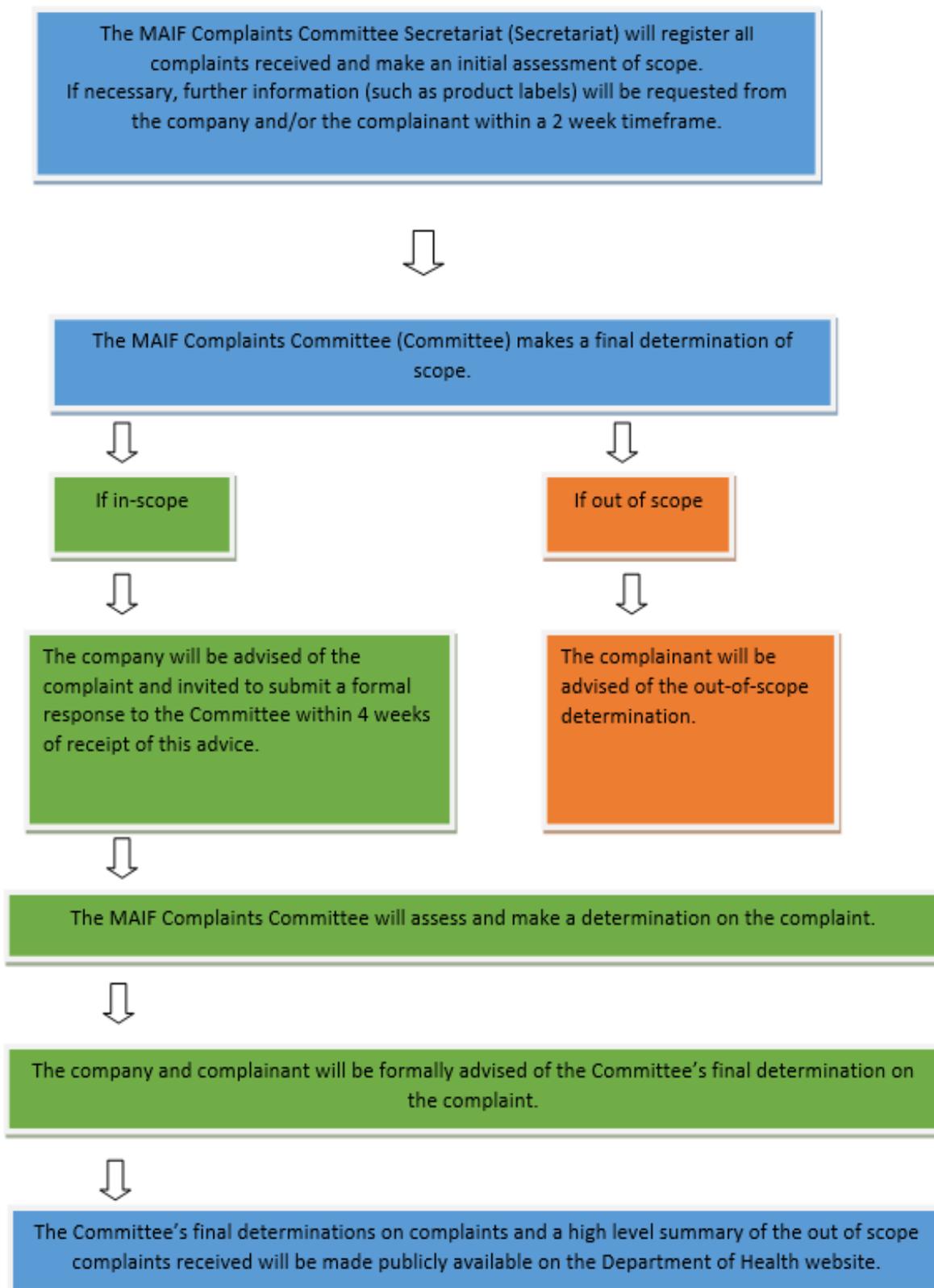
Industry representative: Ms Jan Carey Chief Executive Officer, Infant Nutrition Council

Ms Jan Carey is the current CEO of the Infant Nutrition Council (INC), and was previously the Executive Director of Infant Formula Manufacturers' Association of Australia and the New Zealand Infant Formula Marketers' Association, prior to their amalgamation to form INC. She is also the industry representative on the Ministry of Health's Compliance Panel in New Zealand. In 2013, Ms Carey was appointed to the Executive of the Governing Board for the International Special Dietary Food Industries Association (ISDI). ISDI is based in Brussels, represents the industry globally at Codex, World Health Assembly meetings and World Health Organization (WHO) Executive Board meetings.

3. How complaints are processed

The MAIF Complaints Committee relies upon interested parties, such as breastfeeding advocacy groups, health professionals and members of the public, to monitor compliance with the MAIF Agreement. Formal complaints are lodged with the MAIF Complaints Committee Secretariat within the Department of Health.

Below is a flowchart that demonstrates the complaints handling process.



4. Complaints outcomes July 2018 – June 2019

In this reporting period (2018-19) the MAIF Complaints Committee resolved eighteen complaints. Seven complaints were determined to be out-of-scope of the MAIF Agreement. One complaint was determined to be a breach of the MAIF Agreement and ten complaints were determined to be no breach of the MAIF Agreement.

The establishment of the MAIF Complaints Committee and the new complaint handling processes delayed the resolution of some complaints.

The MAIF Complaints Committee is in the process of reviewing the existing interpretation guidance for the MAIF Agreement and the outcome of which may impact future determinations on such matters.

Set out below is a summary of complaint determinations.

Complaint 1819-AA: The Infant Food Company – final determination on 6 June 2019

A complaint received on 12 September 2017 against The Infant Company alleged the labelling, social media and website promotion of Bubs goat infant Formula and follow-on formula was a potential breach of the MAIF Agreement. The complainant considered:

- the website and promotional material for the infant formula, encouraging mothers to join a club for VIP offers, and slogans ‘nourish your little one from the inside out’, to be promotional (potential breach of clause 5(a) of the MAIF Agreement); and
- language such as ‘specifically made for tiny tummies’ and ‘goat milk typically forms smaller fat globules and softer curds than cow milk protein’ is promotional, idealises infant formula, provides misleading information and is not scientifically based (potential breach of clause 4(b) of the MAIF Agreement).

At its meeting on 8 April 2019, the MAIF Complaints Committee determined the activity of the Infant Food Company to be in breach of clause 5(a) during the period of its promotional activity associated with its VIP club. The Infant Food Company informed the Committee that this activity ceased in 2017, and the Infant Food Company had made changes to its promotional activity and removed any promotional offers.

The Committee requested the scientific articles from the company to support the claims on the label. The Committee considered the publications broadly supported the claims and determined there to be no breach of clause 4(b). The Committee’s final determination of clause 4(b) was made out of session on 6 June 2019.

Complaint 1819-BB: Aspen Nutritionals – final determination on 8 April 2019

A complaint received on 17 December 2017 against Aspen Nutritionals alleged that the S26 Product Range Guide for healthcare professionals found on the shelf with products at a pharmacy was a potential breach of the MAIF Agreement clauses 7(a) and 7(b). The complainant considered the Product Range Guide provided information that was not scientific and factual, contained pictures etc that are likely to attract young children and did not accurately reflect current knowledge and responsible opinion.

Aspen Nutritionals informed the MAIF Complaints Committee that the product range guide was not intended to be displayed with products, was marked ‘for healthcare professional use only’ and is no longer in circulation. At its meeting on 8 April 2019, the Committee determined no breach of clauses 7(a) and 7(b) of the MAIF Agreement. However, the Committee suggested to Aspen Nutritionals that the design of the Product Range Guide be changed to appeal more to health professionals rather than consumers.

Complaint 1819-01: Danone Nutricia Australia – final determination on 8 April 2019

A complaint received on 8 July 2018 against Danone Nutricia Australia alleged the Aptamil Gold Colic and Constipation infant formula advertisement stating “treating infants with colic and constipation’ in a Health Professional magazine was a potential breach of the MAIF Agreement. The complainant considered the advertisement:

- to be a breach of the *Australia New Zealand Food Standards Code* (the Code); and
- created a belief that bottle feeding is equivalent or superior to breastfeeding, is not scientific and factual and to be a breach of clause 7(a) of the MAIF Agreement.

The MAIF Complaints Committee Secretariat referred the Code complaint to the NSW Food Authority (the home state of the complaint) for consideration.

The Committee assessed the scientific articles provided by the company to support the advertisement. The Committee determined no breach of clause 7(a) of the MAIF Agreement at its meeting on 8 April 2019. While no breach of the MAIF Agreement was determined on this occasion, the Committee suggested to Danone Nutricia that there are more recent scientific and factual evidence that could be used.

Complaint 1819-02: Woolworths - final determination on 4 December 2018

A complaint received on 3 September 2018 against Woolworths, alleged a discount brochure for baby products with an image of a bottle fed baby was a potential breach of the MAIF Agreement - clauses 5(c), 6(b) and 7(c).

At its meeting on 4 December 2019, the MAIF Complaints Committee determined that the complaint was out of scope of the MAIF Agreement as the complaint was in relation to retailer marketing activity. The Committee contacted Woolworths suggesting that alternate imagery promoting breastfeeding be considered.

Complaint 1819-03: a2 Milk Company– final determination on 8 April 2019

A complaint received on 3 September 2018 against a2 Milk Company, alleged an email offering samples of a2 Platinum Premium Infant Formula by referring participants to the MySamples website (a website for health professionals), was a potential breach of clause 7(d) of the MAIF Agreement.

Further information was sought from the company on its relationship with the MySamples website. At its meeting on 8 April 2019, on the basis of available information, the MAIF Complaints Committee determined no breach of clause 7(d). The Committee determined on this occasion, the a2 Milk Company was not directly involved in the marketing of the product samples. However, the Committee suggested that the a2 Milk Company remind MySamples and any retail outlets or services of their responsibilities and refrain from sending correspondence to generic email addresses.

Complaint 1819-04: Nestlé Australia Ltd – final determination on 16 January 2019

A compliant received on 18 September 2018 against Nestlé Australia Ltd, alleged the labelling of the NAN infant formula range was a potential breach of the MAIF Agreement. The complainant considered:

- the picture of mother bird feeding baby birds may idealise infant formula (potential breach of clause 4(b) of the MAIF Agreement);
- the promotion/advertising on labels using numbers to associate with a follow on age range (staging) to be promotional (potential breach of clause 5(a) of the MAIF Agreement);
- statements including ‘helping nurture generations of formula fed infants’ and ‘150 years of experience, Nestlé lays a strong nutritional foundation’ may idealise infant formula and transitional advice ‘a baby may better adapt when changes in feeding are introduced gradually. Alternating between the old and new feeds may ease transition’ may discourage breastfeeding as refers to feeds rather than formula feeds (potential breach of clause 4(b) of the MAIF Agreement);
- the promotion of “careline” and offering of “nutritional experts”, to be promotional (potential breach of 5(a) and 5(d) of the MAIF Agreement).

At its meeting on 16 January 2019, the MAIF Complaints Committee determined no breach of clauses 4(b), and 5(d) of the MAIF Agreement. The Committee’s view was that the stylised imagery used on the Nan infant formula range does not sufficiently depict a maternal feeding image to warrant a breach. In addition, the imagery is a stylised form of Nestlé’s company logo that is associated with all Nestlé products.

The Committee determined no breach of clause 5(a) of the MAIF Agreement. The Committee considered the label is providing age appropriate information for consumers of infant formula, and is not promotional in nature. Similarly, the Committee determined no breach of clauses 5(a) and 5(d) with Nestlé’s inclusion of ‘Careline’ details as they were found to be informational rather than promotional.

In relation to the transition statement, the Committee suggested that Nestlé revise this statement to ‘a baby may better adapt when changes in feeding are introduced gradually. Alternating between the old and new *formula* feeds may ease transition’, in order to clarify that this statement is in reference to formula feeding only.

Complaint 1819-05: Danone Nutricia Australia – final determination on 16 January 2019

A compliant received on 18 September 2018 against Danone Nutricia Australia alleged advertising of Aptamil Allerpro Gold+ infant formula on the Australian Doctor website (which is accessible to medical and healthcare professionals) as a potential breach of the MAIF Agreement. The complainant considered:

- the statements in the advertisement “immune support” and “reduce allergy symptoms and support immunity at the same time” may idealise infant formula over breastfeeding for babies with allergies (potential breach of clause 4(b) of the MAIF Agreement); and
- the picture of a “clever” baby on the advertisement may idealise infant formula and not be scientific and factual (potential breach of clause 4(b) and 7(a) of the MAIF Agreement).

At its meeting on 16 January 2019, the MAIF Complaints Committee determined no breach of clauses 4(b) and 7(a) of the MAIF Agreement. In assessing this complaint, the Committee noted the target audience was medical and healthcare professionals only, and not the parents or the general public. However, the Committee considered the use of the baby image to be

unnecessary and statements could be clarified as follows “reduce allergy symptoms and support immunity at the same time *in formula fed infants*’.

Complaint 1819-06: Bellamy’s Organic – final determination on 12 December 2019

A complaint received on 18 September 2018 against Bellamy’s Organic alleged website advertising and labels of Bellamy’s Organic infant formula was a potential breach of the MAIF Agreement. The complainant considered:

- Bellamy’s Organic website has a lack of information advising of the benefits of breastfeeding (potential breach of clause 4(a) of the MAIF Agreement); and
- Bellamy’s Organic product labels with statements such as “Find us on Facebook”, YouTube videos and online advertisement are promotional of infant formula (potential breach of clause 5(a) of the MAIF Agreement).

Bellamy’s Organic is not party to the MAIF Agreement and therefore the complaint was considered out of scope. The MAIF Complaints Committee noted that website material has now been rectified informing consumers of the benefits of breastfeeding. In December 2018, the MAIF Complaints Committee wrote to Bellamy’s Organic encouraging them to become a signatory to the MAIF Agreement.

Complaint 1819-07: Danone Nutricia Australia – final determination on 16 January 2019

A complaint received on 24 September 2018 against Danone Nutricia Australia alleged its Karicare Plus range was a potential breach of the MAIF Agreement. The complainant considered:

- the promotion/advertising on labels using numbers to associate with a follow on age range (staging) to be promotional (potential breach of clause 5(a) of the MAIF Agreement);
- symbols such as Karicare “love heart” and statements such as “caring for babies”, “helping families” on labels are emotive and could imply maternal/humanised meanings and idealise formula (potential breach of clause 4(b) of the MAIF Agreement); and
- Careline information on the label encourages consumers to engage with the company and is promotional (potential breach of clause 5(d) and 5(a) of the MAIF Agreement).

At its meeting on 16 January 2019, the MAIF Complaints Committee determined no breach of clauses 4(b), 5(a) and 5(d) of the MAIF Agreement. In assessing the complaint, the Committee determined the label is providing age appropriate information for consumers of infant formula, and is not promotional in nature. With reference to the ‘humanised’ and ‘maternal’ nature of imagery on the label, the Committee was satisfied that the statements and images used do not breach clauses 4(b) of the MAIF Agreement.

Complaint 1819-08: Aspen Nutritionals – final determination on 16 January 2019

A complaint received on 25 September 2018 against Aspen Nutritionals alleged the S26 Gold infant formula range was a potential breach of the MAIF Agreement. The complainant considered:

- S-26 Gold Newborn infant formula label suggesting the use of another infant formula or supplementary drink to be promotional (potential breach of clause 5(a) of the MAIF Agreement);

- language on infant formula products such as “generations of Australian infants have been nurtured by their mums, with S-26 playing a role for many as a trusted partner in nutrition” idealises the use of infant formula (potential breach of clause 4(b) of the MAIF Agreement); and
- Careline information on the label to be promotional and encourage consumers to engage with the company (potential breach of clause 5(d) of the MAIF Agreement).

At its meeting on 16 January 2019, the MAIF Complaints Committee determined no breach of clauses 4(b), 5(a) or 5(d) of the MAIF Agreement. In assessing this complaint, the Committee determined the label is providing age appropriate information for consumers of infant formula, and is not promotional in nature. With reference to the ‘humanised’ and ‘maternal’ nature of language used on the label, the Committee was satisfied that the referenced statements do not breach clauses 4(b) of the MAIF Agreement. The Committee was satisfied that the Company has sought to address its labelling obligations in accordance with the MAIF Agreement.

Complaint 1819-09: Nestlé Australia Ltd – final determination on 3 December 2018

A complaint received on 28 September 2018 against Woolworths, alleged price promotion advertising in a Woolworths’ catalogue of NAN Supreme Stage 1 or 2 Formula was a potential breach of clauses 5 and 10 of the MAIF Agreement.

As the complaint refers to retailer marketing activity, and retailers such as Woolworths are not signatories to the MAIF Agreement, the complaint was determined to be out of scope. The MAIF Agreement does not restrict price promotions of infant formula.

Complaint 1819-10: Nutricia Australia Ltd – final determination on 8 April 2019

A complaint received on 15 October 2018 against Nutricia Australia Ltd alleged a letter sent to new parents detailing offers on Danone Nutricia infant formula products for multiple birth parents acts as an inducement and was a potential breach of the MAIF Agreement. The complainant considered:

- the offer could be considered “informational material” (potential breach of 4(a) and 4(b) of the MAIF Agreement);
- the letter stating “congratulations on the birth of your babies” is seeking direct contact with parents (potential breach of 5(d) of the MAIF Agreement); and
- the letter offers price-reduction on infant formula products directly to parents (potential breach of 6(a) and 6(e) of the MAIF Agreement).

At its meeting on 8 April 2019, the MAIF Complaints Committee determined there was no breach of clauses 4(a), 4(b), 5(d), 6(a) and 6(e) of the MAIF Agreement. The Committee noted that the letter is not sent unsolicited and noted the process and eligibility requirements for parents of multiples to access the discounted infant formula products. The Committee agreed the letter is not promotional in nature. Notwithstanding this, Danone Nutricia advised it is discontinuing offering discounts on infant formula products to parents of multiples in 2019.

Complaint 1819-11: Nestlé Australia Ltd – final determination on 16 January 2019

A complaint received 6 November 2018 against Nestlé Australia Ltd alleged Nestlé Australia’s social media advertisement of toddler formula was a potential breach of clause 5(a) of the MAIF Agreement. The complainant considered:

- the appearance and positioning of the image of the infant is misleading and suggests an infant under 12 months;
- the advertisement image and product label is not clear it is for toddler milk; and
- statements “you don’t stop neither do we” relates to other products to be promotional.

At its meeting of 16 January 2019, the Committee determined the complaint is out of scope on the grounds that promotion of toddler milk is beyond the scope of the MAIF Agreement, and that the age of the child was confirmed to be 15 months. The Committee recommended to Nestlé that it use imagery that distinguishes without doubt, a toddler from an infant, when promoting toddler milk.

Complaint 1819-12: a2 Milk Company – final determination on 16 January 2019

A complaint received on 28 November 2018 against a2 Milk Company alleged the labels on the a2 Platinum Premium infant formula range and pregnancy formula to be promotional and a potential breach of the MAIF Agreement. The complainant considered:

- the promotion/advertising on labels using numbers etc to associate with a follow on age range (staging) to be promotional (potential breach of clause 5(a) of the MAIF Agreement); and
- the promotion of “careline” and offering of advice by qualified healthcare professionals (including on pregnancy formula) to be promotional (potential beach of 5(d) of the MAIF Agreement).

At its meeting on 16 January 2019, the MAIF Complaints Committee determined no breach of clauses 5(a) or 5(d). The Committee determined on this occasion that the label is providing age appropriate information for consumers of infant formula, and is not promotional in nature.

The Committee was satisfied the Careline information provides a link to relevant information and resources to assist existing users of the formula product. In relation to pregnancy formula, the Committee has determined this to be out of scope, and therefore this component of the complaint was not considered further.

Complaint 1819-13: Munchkin Grass Fed – final determination on 8 April 2019

A complaint received 26 February 2019 against Munchkin Grass Fed alleged the company’s website was a potential breach of the MAIF Agreement. The complainant considered the website:

- has a lack of information advising of the benefits of breastfeeding (potential breach of clause 4(a) and 4(b) of the MAIF Agreement);
- has no opening statement in response to each FAQ highlighting the benefits of breastfeeding (to be in breach of clause 7 of the MAIF Agreement); and
- testimonials are a form of promotion (to be in breach of clause 5(a) of the MAIF Agreement).

As the company concerned is not a signatory to the MAIF Agreement, the complaint was determined to be out of scope of the MAIF Agreement. The MAIF Complaints Committee Secretariat has written to Munchkin Grass Fed, inviting the company to become a signatory of the MAIF Agreement.

Complaint 1819-14: Nutricia Australia – final determination on 8 April 2019

A complaint received on 3 March 2019 against Nutricia Australia alleged the company's letter to parents requesting a health professional's signature to access discounted infant formula as a potential breach of 5(a), 5(c) and 5(d) of the MAIF Agreement.

At its meeting on 8 April 2019, the MAIF Complaints Committee determined there was no breach of clauses 5(a), 5(c) and 5(d) of the MAIF Agreement. The Committee noted the process and eligibility requirements for parents of multiples to access the discounted infant formula products and that the letter is not sent unsolicited. The Committee agreed the letter is not promotional in nature. Notwithstanding this, Danone Nutricia advised it is discontinuing offering discounts on infant formula products to parents of multiples in 2019.

Complaint 1819-15: Blooms Chemist – final determination on 30 May 2019

A complaint received on 11 April 2019 against a Blooms Chemist alleged its retail advertising of infant formula was a potential breach of the MAIF Agreement.

As the complaint was in relation to retail activity it was determined to be out of scope as retailers are not signatories to the MAIF Agreement.

Complaint 1819-16: Blackmores – final determination on 17 May 2019

A complaint received on 7 May 2019 against Blackmores alleged the language used on advertising Blackmore's infant formula in Health Professional magazines was a potential breach of the MAIF Agreement. The complaint considered:

- language such as "for longer, better sleep", "winning" and images of a father holding a baby in a yoga position, may imply that feeding a baby infant formula is superior to breastfeeding (potential breach of clause 4(b)); and
- language and image is not scientific and factual (potential breach of clause 7(a) of the MAIF Agreement).

It was determined the complaint was out of scope of the MAIF Agreement, as Blackmores is not a signatory to the MAIF Agreement. The MAIF Complaints Committee Secretariat has written to Blackmores, inviting the company to become a signatory to the MAIF Agreement.