

Decision of the ADVERTISING REGULATORY BOARD

Advertiser	Shoprite Checkers (Pty) Ltd
Consumer/Competitor	Consumer
File reference	4409 - Checkers Sixty60
Outcome	Upheld
Date	13 March 2026

The Directorate of the Advertising Regulatory Board has been called upon to consider a consumer complaint lodged against a Shoprite Checkers TikTok advertisement for its *Checkers Sixty60* delivery service.

Description of the advertising

The complaint relates to a TikTok video published by the Advertiser on its official account, @checkers_sixty60 (hereinafter “*the advertisement*”). This video appears to have been removed. However, the advertisement can still be viewed on YouTube at this link:

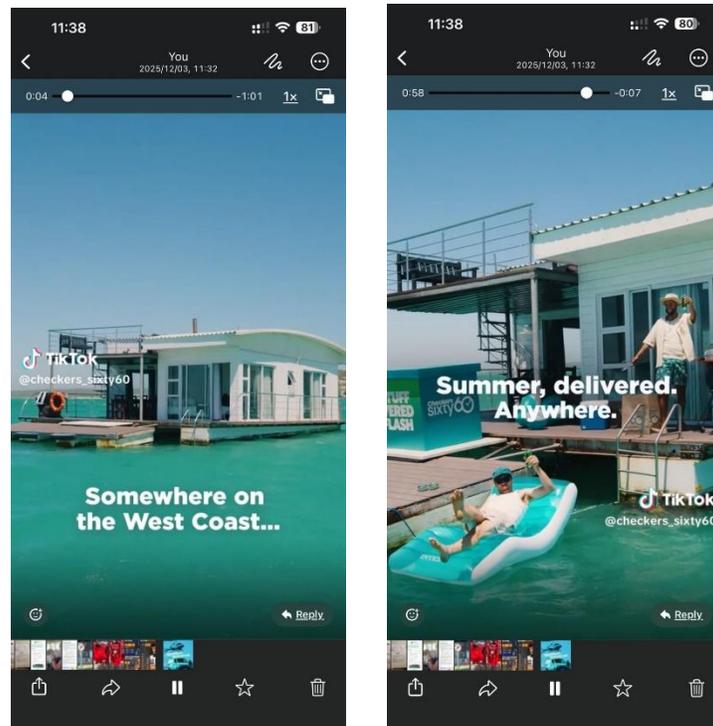
<https://www.youtube.com/watch?v=2kEloW0S2L0>

The video depicts a floating house or houseboat situated on turquoise water “*somewhere on the West Coast*”. Individuals are shown relaxing on the deck and in the water. During the scene, the occupants use the *Checkers Sixty60* app to place a grocery order. The advertisement then shows a helicopter arriving to deliver the groceries to the boat. The visuals are accompanied by phrases such as:

“Summer, delivered. Anywhere.”

“Somewhere on the West Coast..”

Screenshots of the advertisement, as provided by the Complainant, are reproduced below:



Complaint

The Complainant submits that the advertisement is misleading in two respects:

“They infact to not delivery to “somewhere in the west coast” i am in st helena bay, and they will not deliver to me. which is somewhere in the westcoast. they are also not offering helicopter delivery” [sic].

Response

The Advertiser notes at the outset that it is not a member of the ARB and, therefore, does not fall under the ARB's jurisdiction. It nevertheless elected to respond to the complaint in the interests of transparency and to clarify the creative intent behind the advertisement.

The Advertiser explains that the advertisement forms part of its "*Summer Delivered*" campaign and intentionally uses visual hyperbole, nostalgia, and creative licence. The depiction of a helicopter delivering groceries to a floating house is not intended to represent *Sixty60*'s actual delivery methods or geographic coverage, but rather to convey the brand's playful, aspirational tone. The Advertiser states "*the imagery of a helicopter delivery and the ocean setting serves as a metaphorical storytelling device*".

Regarding the phrase "*Summer delivered anywhere*", the Advertiser submits that this is figurative language designed to evoke the emotional freedom and spontaneity associated with summer, not a literal claim that *Sixty60* delivers to all locations along the West Coast or to offshore environments. According to the Advertiser, the phrase "*is meant to evoke the emotional essence of freedom and joy...rather than as a comprehensive claim of service availability*".

The Advertiser further argues that a reasonable consumer would not interpret the advertisement as promising helicopter delivery or delivery to remote coastal areas. It notes that delivery coverage is clearly disclosed within the *Sixty60* app, ensuring that consumers have accurate information before placing an order.

Finally, the Advertiser emphasises that there was no intention to mislead consumers. The advertisement contains no pricing, operational guarantees or factual claims about delivery coverage. Instead, it relies on exaggeration and nostalgic references, including the use of a Bell 222 helicopter reminiscent of the 1980s television series *Airwolf*, to create a humorous, light-hearted summer narrative. It concludes:

"There was no intent to mislead...the advertisement employs imaginative visuals that are widely accepted in advertising as a means to convey brand ethos and emotional connection".

Application of the Code of Advertising Practice

The following clauses were considered in this matter:

- Misleading claims – Clause 4.2.1 of Section II

Decision

Having considered all the material before it, the Directorate of the ARB issues the following finding.

Jurisdiction

The Advertiser submitted that it was not a member of the ARB, and that it did not submit to the jurisdiction of the ARB.

For the purpose of clarity, the Directorate notes that Clause 3.3 of the Memorandum of Incorporation of the ARB states:

“3.3 The Company has no jurisdiction over any person or entity who is not a member and may not, in the absence of a submission to its jurisdiction, require non-members to participate in its processes, issue any instruction, order or ruling against the non-member or sanction it. However, the Company may consider and issue a ruling to its members (which is not binding on non-members) regarding any advertisement regardless of by whom it is published to determine, on behalf of its members, whether its members should accept any advertisement before it is published or should withdraw any advertisement if it has been published.”

This position has been confirmed by the Supreme Court of Appeal, in a judgement against which leave to appeal to the Constitutional Court was refused.

The ARB will therefore proceed to consider this matter for the guidance of its members.

Merits

The complaint centres on whether the advertisement is misleading in contravention of Clause 4.2.1 of Section II of the Code, which prohibits advertising that is likely to mislead consumers by ambiguity, exaggeration, or implication.

However, there are two aspects to the complaint:

- That the advertiser does not deliver with a helicopter to the sea;
- That the advertiser does not deliver to the Complainant's home in St Helena.

The Directorate must consider whether a reasonable consumer would interpret the advertisement as making factual claims about delivery coverage or delivery methods.

In relation to the idea that the advertiser uses delivery helicopters and delivers to the sea, the Directorate notes that the advertisement is overtly stylised and fantastical. The overall tone is playful, aspirational and clearly not intended to represent real-world logistics.

The ARB has consistently held that advertising must be assessed as a whole, including tone, execution and context. In [4102 - Hollywoodbets \(5 August 2025\)](#), the Directorate emphasised that stylised or metaphorical depictions must be interpreted through the eyes of the hypothetical reasonable person, who is “*neither hypercritical nor over sensitive*”. In that matter, the Directorate dismissed a complaint that a game-drive-themed commercial encouraged illegal behaviour, finding that the advertisement was “*a creative metaphor rather than real wildlife*” and that a reasonable viewer would not interpret it literally.

Similarly, in [4138 - Burger King \(18 August 2025\)](#), the Directorate accepted that figurative language and exaggerated imagery are permissible where no reasonable consumer would interpret them as factual claims.

Applying these principles, the Directorate does not believe that a reasonable consumer would interpret the helicopter delivery as a literal representation of the Advertiser's delivery methods. Helicopter delivery is so far removed from ordinary grocery delivery (especially in the South African context) that its use in the advertisement is clearly hyperbolic. The Advertiser's explanation that the scene is a nostalgic reference to the 1980s television series *Airwolf* reinforces the creative and fantastical nature of the execution.

The Directorate also considered the public reaction to the advertisement as reflected in the comments posted on the TikTok version of the commercial. While there were isolated comments expressing confusion (for example, one user asking whether Sixty60 “*seriously [has] a 60/60 chopper*”), the overwhelming majority of comments did not interpret the helicopter delivery literally. Instead, most commenters either praised the creativity and nostalgic references (“*this ad is legendary...nostalgia unlocked*”; “*If you don’t know the music to this ad, then you are too young!!! #airwolf*”) or criticised the Advertiser for not delivering to their specific areas (“*But you don’t deliver in my area in Ermelo, Wesselton*”; “*Anywhere you say? Yet you don’t deliver to my area*”; “*But still don’t deliver to us in outer West Coast*”). These reactions indicate that consumers understood that in so far as it relates to the helicopter delivery, the advertisement as a humorous exaggeration rather than a factual representation of delivery coverage or delivery methods. The fact that viewers complained about the actual delivery footprint, rather than believing the helicopter scenario to be real, supports the conclusion that the hypothetical reasonable consumer would not be misled by the hyperbolic imagery.

The commercial therefore does not lead consumers to believe that the Advertiser does helicopter based offshore deliveries.

However, this brings the Directorate to the second issue, which is that the complainant raised that the Advertiser does not deliver to his area, St Helena, on the West Coast. The Directorate double checked this on the app, and confirmed that it was true.

The question is whether the advertisement creates the impression that the Advertiser delivers to the whole West Coast. In this regard, there are two primary claims that the Directorate found relevant:

- At the beginning of the advertisement it says, “Somewhere on the West Coast…”
- At the end of the advertisement it says, “Summer delivered. Anywhere.”

The Directorate is of the opinion that while no reasonable consumer expects a helicopter delivery offshore, the advertisement communicates that any reasonable West Coast

destination *would* be possible. This is due to the identification of a specific area, and the promise at the end of the advertisement of “delivery” “Anywhere”. A hypothetical reasonable consumer works from a presumption that most advertising is trying to communicate *something* about the product, and there can be no question that the communication of this commercial is that the Advertiser strives to achieve delivery in the most extreme circumstances. It delivers “anywhere”, and specifically identifies the West Coast in this regard. If one then considers that, in fact, there are large parts of the West Coast that the Advertiser does not deliver to, one is left wondering what the advertisement was actually trying to communicate.

The social media commentary bears out this contradiction, with consumers pointing out that their part of the West Coast is, in fact, *not* serviced.

The Directorate, therefore, finds that the advertisement is likely to mislead the hypothetical reasonable consumer into believing that the Advertiser offers delivery “anywhere” along the West Coast.

The Directorate finds the commercial in breach of Clause 4.2.1 of Section II of the Code.

Instruction to members

Members of the ARB are instructed not to accept the advertisement with the claims “Somewhere on the West Coast” and “Summer delivery. Anywhere.”