

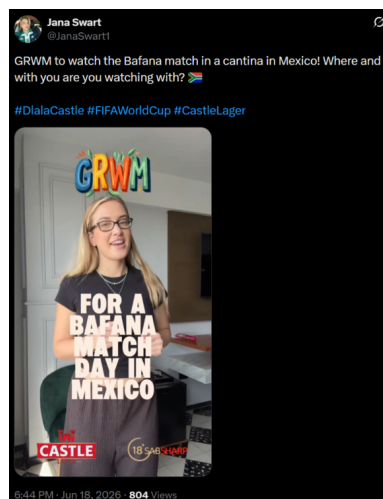
Decision of the ADVERTISING REGULATORY BOARD

Advertiser	The South African Breweries (Pty) Ltd
Consumer/Competitor	Consumer
File reference	4746 – Castle Lager
Outcome	Partially upheld
Date	22 July 2026

The Directorate of the Advertising Regulatory Board has been called upon to consider a complaint lodged against the South African Breweries advertising for Castle Lager.

Description of the advertising

The Advertising takes the form of a social media post on X.



Complaint

The Complainant noted that a social media advertiser is promoting alcohol without declaring that they are promoting anything on their posts or indicating that alcohol is an over-18 purchase. He believes that the influencer was sent to the World Cup by the Advertiser to promote their product.

Response

The Advertiser responded that, *inter alia*, the post forms part of a trend “GRWM” (“Get Ready With Me”) on social media that gained popularity ahead of the opening fixture of the 2026 FIFA World Cup, in which participants shared aspects of their match-day preparations before attending or viewing the football match between South Africa and Mexico. As such, the Advertiser argues, that viewed in its proper context, the overall message conveyed by the post relates to Ms Swart’s engagement with her audience on her personal account in relation to that event.

It does not, the Advertiser says, depict or encourage the consumption of alcohol, contain any product claims relating to Castle Lager, or include any promotional call to action.

The Advertiser stipulates that it did not pay any money to promote or boost the post, and that the post takes the form of organic social media marketing. The Advertiser argues that as the post does not constitute social media advertising, it is not subject to the disclosure requirements relating to paid-for social media marketing in the Code of Advertising practice, and that this aspect of the Complaint should be disregarded.

However, the Advertiser clarifies that Ms Swart does have a separate contractual arrangement with M-Sports Marketing Communications to act as a brand advocate for Castle Lager in respect of content published on a different social media account (@MzansiSoccerGirl), while the complaint relates solely to a post published on Ms Swart’s personal X account. As the post that is the subject of the complaint was not published on @MzansiSoccerGirl and was not created or disseminated pursuant to Ms Swart’s brand advocacy arrangement relating to that account, the Advertiser stated that it did not remunerate Ms Swart for the post. The Advertiser further noted that it did not fund, sponsor

or reimburse Ms Swart's international travel, accommodation or attendance at the 2026 FIFA World Cup, and that this aspect of the Complaint should therefore likewise be discarded.

Finally, the Advertiser puts forward that while the post does not depict, encourage or promote the consumption of alcohol, that it does prominently display the Advertiser's 18+ SAB SHARP responsibility icon throughout its duration. This icon, the Advertiser explains, is used to communicate the responsibility message of "not for person's under 18" and reflects SAB's commitment to responsible marketing and consumption. As such, the Advertiser argues that this aspect of the Complaint should be disregarded as well.

Application of the Code of Advertising Practice

The following clauses were considered in this matter:

- Appendix K - Social Media Code
- Alcohol Industry Code of Conduct in respect to marketing and communications (2025) ("Alcohol appendix")

Decision

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

The relevant clauses of Appendix K of the Code of Advertising Practice are as follows:

Clause 2.5 defines an influencer as *"an individual or group who brands pay to engage with Social Media in a certain way, on a certain topic, or in the promotion of a brand or publisher."*

Clause 3.1 states that, *"To ensure full transparency advertisers are required to disclose if content is part of a Social Media Advertising campaign as opposed to purely Organic Social Media."*

Clause 3.3 states that *"Marketers should pay particular attention to ensuring that paid social media advertising is obviously identifiable as such. A clear Social Media identifier must be included within the content of the tweet or post, in order to ensure that consumers reasonably*

understand this to be a Paid Advertising as opposed to an Organic Social Media endorsement.” Such identifiers include “#ad”, “#advertisement” or “#sponsored”.

Clause 6.1.1, which details how influencers should disclose endorsements, states that: *“Any claims made in the influencer’s content must comply with the standards of the Code of Advertising Practice”, and Clause 6.1.2 states: “Ensuring that all mandatory declarations and marketing regulations which apply to certain industries are clearly communicated to the influencer and adhered to.”*

The Directorate must therefore first determine whether the Advertisement meets the requirements of paid-for social media advertising, and is therefore required to disclose its status as such. Further, if it does meet the definition of paid-for social media advertising, the Directorate must determine whether it is compliant with Section 1.8.1 of the Alcohol Appendix to the Code, which states that it should contain a *“clear, legible and prominent responsible drinking message”,* including, “Not for persons under 18”.

The Directorate considers the Advertiser’s assertion that although it has a paid-for arrangement with the influencer, that this relates only to her account @Mzansi_SoccerGirl (which the Directorate notes in an Instagram account) and not to her personal account @JanaSwart1 on X.

The Directorate finds that this distinction is confusing at best and disingenuous at worst, as the influencer herself is paid by the Advertiser, even if her personal X account is not included in the contractual arrangement. Further, the Directorate notes that while the @Mzansi_SoccerGirl account is clearly the influencer account of the individual, it is not a corporate or business account, other than as related to her own influencing activities – essentially the two account identities are not distinct, and the influencer’s name is included on the @Mzansi_SoccerGirl account.

The Directorate observes that the influencer herself appears to be confused by the contractual arrangement, as the post in question, on her personal X account, clearly contains the Advertiser’s brand assets (the company logo and the drinking age responsibility marker), despite being her personal account.

Most significantly, the identical post appears on the @Mzansi_SoccerGirl account, making it clear that it was, in fact, created in terms of her arrangement with the Advertiser, or with at very least her arrangement with the Advertiser in mind. This is also shown by her use of the brand assets and the u18 declaration, neither of which a person would usually use on their own GRWM video.

While the Directorate accepts that Advertisers cannot be held responsible for every unauthorised use of their brand on social media, it concludes that in this case, the influencer is sponsored by the Advertiser, and that the limits and requirements of this kind of brand usage should be strictly delineated in the contract that exists between them to avoid this kind of confusion. The Directorate finds that this should be even more closely overseen in the case of an alcohol brand, a sports influencer and social media where the messaging is easily accessible to those under 18.

Given that the public is unable to distinguish between a paid-for post on one account, and an organic post on another account and platform by the same influencer, that the brand assets

were prominently used, and that the product being promoted is an alcohol-related product, the Directorate concludes that the promotion should not have been published without a relevant disclaimer stating that the influencer is “#sponsored” or that it is an “#ad”, *even if it is not the sponsored account*.

The advertising is therefore in contravention of Clause 3.3 of the Social Media Appendix of the Code.

Given that the Directorate has found that the social media post under discussion constitutes paid advertising, it will proceed to rule on the next part of the complaint – that the advertisement didn’t include a disclaimer that alcohol is an over-18 purchase.

Clause 6.1.2 of Appendix K of the Code states that influencer posts must ensure “*that all mandatory declarations and marketing regulations which apply to certain industries are clearly communicated to the influencer and adhered to,*” and that clauses 1.8.1 and 1.8.2 of

the Alcohol Appendix states, *“for digital platforms, the Authorised Responsible Drinking messages must be used on websites [and] social media platforms . . . Where a small screen format is used, for example, Instagram or Twitter, the ‘Not for Under 18’ token may be used as an alternative.”*

The Advertiser points out that the Advertisement includes the “18+ SAB SHARP responsibility icon throughout its duration”. The Directorate notes that this is the case, and because this post is on a social media platform, the token or icon is permissible as an alternative to the Authorised Responsible Drinking messaging.

Based on the above, the Directorate finds that **the Advertiser is not in contravention of Clause 9.1.2 of Appendix K or Clause 1.8.1 and 1.8.2 of the Alcohol Appendix.**

Sanction

The Advertiser is instructed to instruct the influencer in question to remove the social media Advertising, immediately, as required by the procedural guide or include the relevant disclaimer in the post as required by Appendix K.