Case Report

Case number: 0208-26
Advertiser: McDonald's Australia Limited
Medium: TV - Free to Air
Decision date: 5-Aug-2026
Decision: Breach
Action: Ads modified

ISSUES CONSIDERED BY THE COMMUNITY PANEL

- AANA Food and Beverages Code - 2.1 Not misleading or deceptive - breach

AD DESCRIPTION

There were three television ads considered under this matter. Every execution contained the claim 'Get Maccas delivered for a 99-cent delivery fee', and featured a golden circular logo on-screen with the words '99c DELIVERY FEE'.

- Ad one depicts two competing AFL players rushing to collect their order at the door, only for a third to pick it up as he enters.

- Ad two depicts an injured AFL player asking someone to collect his McDonald's delivery from the door to avoid walking.

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- Ad three depicts a group of male and female AFL players comparing their delivery driver's progress to their home. At the end, both drivers arrive at the same time.

SUMMARY

Complaint

A complaint was received on the grounds that the ads create an impression that delivery would only increase the cost of an order by 99c. However, McDonald’s has a significant pricing discrepancy built into delivery orders. Items ordered for delivery are priced between 20% and 25% higher than ordering the same item for in-store collection. As such, the ‘99c’ delivery claim is inherently misleading.

Advertiser response

The advertiser responded that eligible customers placing qualifying orders through the MyMacca's app are charged a McDelivery fee of 99c. A reasonable consumer would understand this as a representation about the specific fee component of the transaction, rather than the total cost of a delivery order or a comparison between delivery and pickup pricing.

This distinction is reinforced by the disclaimer “service and small order fees still apply”, which clarifies that charges in addition to the 99c McDelivery fee may apply. When ordering, customers are shown the applicable menu prices, fees and total order cost before completing their purchase, meaning that they will be aware of the full cost of the order.

The ads are not making an overall price claim. Rather, they make a specific and accurate claim that eligible orders attract a 99c McDelivery fee. As the advertisements neither state nor imply that the total cost of delivery is only 99c, that delivery orders are only 99c more than equivalent pickup orders, or that menu prices are identical across ordering methods, they are not misleading or deceptive and do not breach section 2.1 of the Code.

A copy of the advertiser’s full response is included as Appendix A.

Decisions

The Panel found that the ads breached section 2.1 of the AANA Food and Beverages Advertising Code because the prominent 99c delivery-fee claim was likely to create the misleading impression that 99c was the only additional cost associated with choosing delivery rather than pickup.

ASSESSMENT AND DECISIONS

Section 2.1 (AANA Food and Beverages Advertising Code): Advertising for Food or Beverage Products must not be misleading or deceptive or likely to mislead or deceive.

The Practice Note states:

> In determining whether advertising for food or beverage products is misleading or deceptive or likely to mislead or deceive, the Community Panel will consider the likely audience for the advertising, including whether the advertisement is directed at the public at large or a more targeted audience. The Community Panel will consider whether or not an Average Consumer within the target audience would have been misled or deceived or likely to be misled or deceived by the advertisement.

Panel assessment

The Panel considered that the ads explicitly refer to having an order 'delivered for a 99c delivery fee'. The Panel noted, however, that customers selecting delivery through the app may pay higher menu prices than customers ordering the same items for pickup. This price difference is separate from the stated 99c delivery fee.

A minority of the Panel considered that this discrepancy is clear when comparing prices via the app, and that customers who regularly interact with this app, or who regularly order deliveries would likely be aware of this. The majority of the Panel, however, considered that unless users actively compare prices (which requires you to place all the desired items in a bag to see the total for a 'McDelivery' order, and then redoing the entire order as a 'Pickup' order to obtain the total), they might not instinctively realise that they are paying considerably more for the same item.

The Panel considered that a similar case had been considered before under reference 0211-21 in which the Panel noted that the likely target customers would be a mix of people familiar with the ordering mechanism and its increased pricing, and people who would not be familiar, and would not instinctively expect a price variation. In that case, the Panel noted, 'the promotion of free delivery makes the deal particularly appealing for consumers at the moment because they can obtain the offer without having to leave their house to collect, for the same price as if they had had to collect. The Panel noted however that this is not the case, and that the price for delivery is higher than the price for pick-up, no matter how such a price difference is calculated or how it is described.'

The Panel considered that the ad's emphasis on 99c delivery could lead viewers to understand that the 99c fee represents the only additional cost associated with choosing delivery rather than pickup. On that understanding, an order costing $15 for pickup would be expected to cost $15.99 for delivery. As noted in case 0211-21, this impression is particularly likely among viewers who are unfamiliar with differences between delivery and pickup menu prices.

The Panel notes that the ads include a disclaimer that reads 'Offer entitles you to 99c delivery via McDelivery® on the MyMacca's® app. Service and small order fees still apply. Available for a limited time at participating restaurants. Not available via 3rd party McDelivery® providers.

Offer may be revoked for any reason in McDonald's ultimate discretion.' However, this disclaimer appears in minute font at the bottom of the screen, and it is unlikely that viewers would be able to read or correctly understand it before the ads finish.

Given the above, and the likelihood that customers who are unfamiliar with the app or do not regularly order food for delivery may not anticipate higher menu prices for delivery orders, the Panel considered that the ads were likely to mislead the target audience.

Panel decision

Accordingly, the Panel found that the ads breached section 2.1 of the AANA Food and Beverages Advertising Code.

OTHER CONSIDERATIONS

The Panel found that the ads did not breach any other section of the relevant advertising codes.

ACTION

The advertiser responded: 'At McDonald's, we take our responsibilities as an advertiser very seriously. Whilst we are disappointed with the outcome of the complaint, McDonald's remains committed to ensuring compliance with the AANA Advertising Codes and industry review processes. We respect the final decision from Ad Standards and are modifying the advertisements accordingly.'

APPENDIX A: ADVERTISER RESPONSE IN FULL

Thank you for requesting a response to complaint number 0208-26 (Complaint). We note the complaint raises issues under the following codes of practice:

• AANA Food & Beverages Advertising Code - 2.1 Not misleading or deceptive

McDonald’s takes its obligations seriously in respect of adherence to all the codes of practice administered by Ad Standards (AANA Codes). McDonald’s entirely refutes any suggestion in the Complaint or otherwise that the advertisements breached the AANA Codes. Please see details below.

AANA Food & Beverages Advertising Code (Code):

Section 2.1 of the Code provides the following, “advertising for Food or Beverage Products must not be misleading or deceptive or likely to mislead or deceive”.

In the current case, the complainant claims the advertisements are misleading consumers as “when you choose delivery, the menu prices are 20-25% higher than if you don't choose delivery” and “there is no way to order the same things as you do via non-delivery and only pay an extra 99c”. However, the advertisements do not make the representation alleged by the complainant.

We submit that our advertisements do not breach section 2.1 on the basis that the representation being made is that the McDelivery fee is 99c, and that representation is accurate. Eligible customers placing qualifying orders through the MyMacca's app are charged a McDelivery fee of 99c.

Within all three advertisements, the concluding statement provides a clear reference to the applicable delivery fee with a voice over stating "get Macca's delivered with a 99c McDelivery fee", accompanied by supporting visuals. A reasonable consumer would understand this as a representation about the specific fee component of the transaction, rather than the total cost of a delivery order or a comparison between delivery and pickup pricing.

The advertisements do not represent that total delivery costs only 99c, that delivery orders are only 99c more than pickup orders, or that menu prices are identical across ordering methods. Rather, the representation being made is simply that eligible orders attract a 99c McDelivery fee, which is accurate.

This distinction is reinforced by the disclaimer “service and small order fees still apply”, which clarifies that charges in addition to the 99c McDelivery fee may apply. In addition, customers are shown the applicable menu prices, fees and total order cost before completing their purchase, providing customers with visibility of the full transaction amount before deciding whether to proceed with an order.

Accordingly, the advertisements are not making an overall price claim. Rather, they make a specific and accurate claim that eligible orders attract a 99c McDelivery fee. As the advertisements neither state nor imply that the total cost of delivery is only 99c, that delivery orders are only 99c more than equivalent pickup orders, or that menu prices are identical across ordering methods, they are not misleading or deceptive and do not breach section 2.1 of the Code.

AANA Advertising to Children Code:

We note that this Code is only applicable if the advertisements are considered as Advertising or Marketing Communications to Children. We submit that this Code is not applicable to the advertisements considering that the language used, theme and visuals of the advertisements have a primary appeal to adults rather than children aged 15 years or younger.

AANA Code of Ethics:

McDonald's does not believe the advertisements are in breach of the following parts of section 2 of the Code of Ethics:

- 2.1 – Discrimination or vilification;
- 2.2 – Exploitative and degrading;
- 2.3 – Violence;
- 2.4 – Sex, sexuality and nudity;
- 2.5 – Language;
- 2.6 – Health and Safety; and
- 2.7 – Distinguishable as advertising

AANA Food and Beverages Advertising Code:

McDonald's does not believe the advertisements are in breach of any of the parts of the Food and Beverages Advertising Code. Please see response above.

Conclusion:

We respectfully submit that the advertisements do not breach any of the relevant codes and request that the Panel dismiss the complaint.