



Australian Government

Department of Health and Aged Care

Annual Report of the MAIF Agreement Complaints Committee 2022-2023

The Annual Report of the Marketing in
Australia of Infant Formulas – Manufacturers
and Importers (MAIF) Agreement Complaints
Committee

30 June 2023

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1 Introduction

The Marketing in Australia of Infant Formulas: Manufacturers and Importers Agreement

The Marketing in Australia of Infant Formulas: Manufacturers and Importers Agreement (MAIF Agreement)¹ has operated since 1992, as a voluntary, self-regulatory, code of conduct between the manufacturers and importers of infant formula products in Australia. It is part of Australia's response to the World Health Organization's International Code of Marketing of Breast-milk Substitutes 1981 (WHO Code)².

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, through appropriate marketing and distribution. The MAIF Agreement applies to infant formula products for infants up to 12 months.

The MAIF Agreement applies to Australian manufacturers and importers of infant formula who are signatories to the MAIF Agreement. Signatories to the MAIF Agreement must adhere to provisions with respect to marketing and promotion of formulas for infants up to 12 months of age. The marketing activities of retailers including pharmacies and supermarkets are outside the scope of the MAIF Agreement. Products aimed at toddlers over 12 months of age (commonly referred to as toddler milk), and baby food, feeding bottles, teats and dummies are also outside the scope of the MAIF Agreement.

Signatories to the MAIF Agreement (as of 30 June 2023)

Signatories to the MAIF Agreement

| | |
|--|-------------------------------|
| Abbott Australasia Pty Ltd | Aspen Pharmacare Pty Ltd |
| Australian Dairy Nutritionals Ltd | Australian Dairy Park Pty Ltd |
| Bega Nutritionals | Bellamy's Organic |
| H & H Group | Max Biocare |
| Nature One Dairy Pty Ltd | Nestlé Australia Ltd |
| Nuchev Pty Ltd | Nutricia Australia Pty Ltd |
| Sanulac Nutritionals Australia Pty Ltd | Spring Sheep Milk Co |
| Sprout Organic | The a2 Milk Company Ltd |
| The Infant Food Co. Pty Limited | The LittleOak Company |
| Wattle Health Australia Limited ³ | |

¹ <https://www.accc.gov.au/system/files/public-registers/documents/D15%2B143530.pdf>

² World Health Organization 1981, International Code of Marketing of Breast-Milk Substitutes, Geneva.

³ As of April 2023, Wattle Health are no longer signatories to the agreement and the MAIF Committee Secretariat are in the process of removing Wattle Health from the list of signatories.

Guidance documents for interpretation of the MAIF Agreement

Guidance documents have been developed to assist MAIF Agreement signatories in understanding: their responsibilities, how to interpret the MAIF Agreement and to improve compliance with the MAIF Agreement. The guidance documents can be accessed on the Department's website⁴.

These guidance documents are considered 'living documents' which may be amended to remain relevant in a changing marketing environment. In 2022-23, the Committee consulted with signatories in reviewing and re-drafting Clause 7 related to Health Professionals.

The Committee will continue to review MAIF Agreement guidance materials including finalising guidance for Clause 7.

Authorisation of the MAIF Agreement

The MAIF Agreement is authorised under the *Competition and Consumer Act 2010* (the Act) and can be viewed at the Australian Competition and Consumer Commission (ACCC) website⁵. As the MAIF Agreement and guidelines restrict promotion and advertising of infant formula to the public it has potential to breach the competition provisions of the Act.

The ACCC last reauthorised the MAIF Agreement in 2021 for a period of 3 years to 31 August 2024.

Review of the MAIF Agreement

The Department engaged Allen + Clarke Consulting (Allen + Clarke) to undertake an independent review of the MAIF Agreement (the Review). A desktop analysis, stakeholder consultation and online survey was completed to inform the Review. Public consultation occurred in the first part of 2023 with the Final Report provided in late 2023.

A total of 524 individuals and organisations participated in the stakeholder consultation for the Review by either completing an online survey or participating in an interview or focus group.

The Review has five key objectives:

- Consider contemporary policy issues for the marketing of infant formula and toddler milk
- Assess the effectiveness of the MAIF Agreement in achieving its aims
- Determine whether the voluntary, self-regulatory approach remains fit for purpose or if alternative regulatory models should be considered
- Assess the benefits, costs and any limitation of changes and expansion of the agreement scope, alternative regulatory models and MAIF Agreement processes
- Any other matters deemed appropriate

2 MAIF Complaints Committee

The MAIF Agreement Complaints Committee (the Committee) was established in September 2018 and is managed by the Australian Government Department of Health and Aged Care (the Department). The Committee consists of 3 members: an independent representative; a

⁴ <https://www.health.gov.au/resources/collections/maif-agreement-interpretation-guides>

⁵ <https://www.accc.gov.au/system/files/public-registers/documents/D15%2B143530.pdf>

public health representative; and an industry representative. The Department is responsible for associated secretariat functions.

Independent representative and Chair: Adjunct Professor Debra Thoms RN RM BA MNA Grad Cert Bioethics Adv Dip Arts FCN FRCNA FACHSM (Hons)

Adjunct Professor Debra Thoms was the Chief Nursing and Midwifery Officer for the Australian Government from September 2015 – June 2019 and is 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 6 years as the Chief Nursing and Midwifery Officer with NSW Health.

Public health representative: Emeritus Professor Jane Scott PhD, MPH, Grad Dip Dietetics (with Distinction), BApp Sci (Nutrition and Food Science), Fellow Dietitians Australia (appointed May 2021)

Emeritus Professor Jane Scott is a public health dietitian whose early childhood nutrition research has underpinned and influenced national and international policy and practice. She has contributed to the surveillance of infant feeding practices in Australia and advised on the 2010 National Infant Feeding Survey and National Breastfeeding Indicators. Professor Scott was a member of the Breastfeeding Expert Reference Group, which contributed to the development of the *Australian National Breastfeeding Strategy: 2019 and Beyond*. She is a Fellow of Dietitians Australia and, prior to her retirement at the end of 2020, was Deputy Head of the School of Public Health at Curtin University.

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

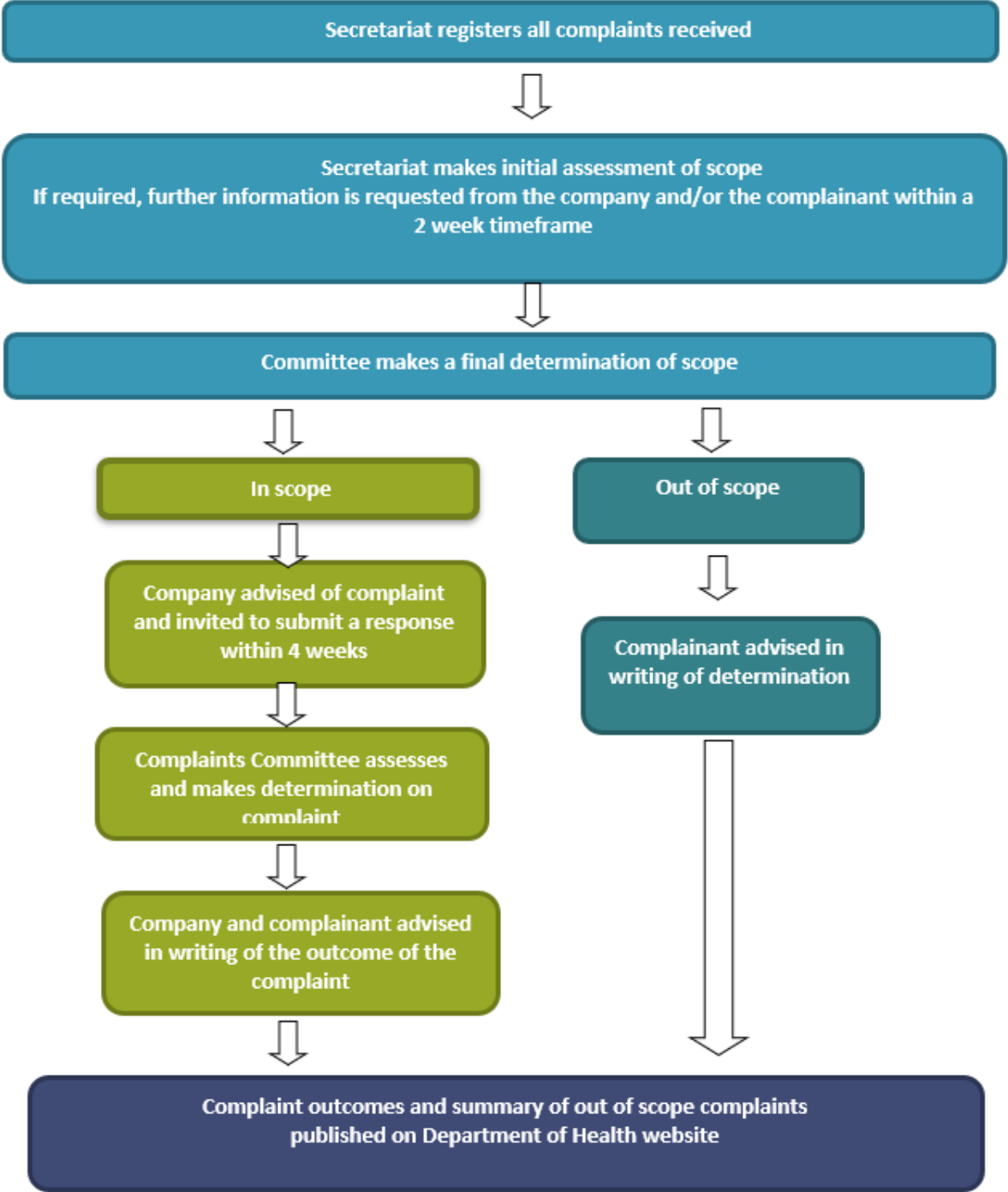
Ms Jan Carey is the CEO of the Infant Nutrition Council (INC), and was previously the Executive Director of Infant Formula Manufacturers' Association of Australia and the New Zealand Infant Formula Marketers' Association, prior to their amalgamation to form INC. She is also the industry representative 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 WHO Executive Board meetings.

MAIF Complaints Committee member re-appointment 2023-24:

The term of the Committee was due to end on 30 June 2023. Noting that the MAIF Review was in progress, the Department asked the current committee members to consider an extended term of an additional year to enable the Review to be completed. Letters seeking acceptance of appointment for the financial year 2023-24 were sent in June 2023. All members accepted and have been appointed until 30th June 2024.

How complaints are processed

Formal complaints can be lodged with the MAIF Complaints Committee Secretariat from any interested party, such as members of the public, breastfeeding advocacy groups, and health professionals. The [flowchart](#) below demonstrates the complaints handling process.



Complaint outcomes 2022 – 2023

In the 2022-23 the MAIF Complaints Committee:

- **Considered** a total of 85 complaints. 82 were new complaints received in 2022-23, and 3 complaints were carried over from the previous financial year.
- **Resolved** a total of 80 complaints. This included 77 of the new complaints received in 2022-23, and 3 complaints carried over from 2021-22.

23 complaints from 2022-23 have been carried over to the 2023-24 reporting period.

Outcomes of complaints considered and resolved

In-scope of the MAIF Agreement

Of the 80 complaints resolved in 2022-23, 47 complaints were determined to be in scope of the MAIF Agreement, 3 of these were carried over from previous financial years:

- 25 complaints were determined to be in breach - outlined in table 1.
- 22 complaints were determined not to have breached - outlined in table 2.

Out-of-scope of the MAIF Agreement

- 33 complaints were determined to be out of scope of the MAIF Agreement (refer to table 3)
 - 15 related to non-signatory activity.
 - 7 related to retailer activity.
 - 5 related to toddler milk.
 - 6 related to 'other' activity.
- Other: Infant food, bottles and teats, wording and imagery selection.

Table 1: Summary of complaints determined to be in breach of the MAIF Agreement.

| | Complaint reference number | Date received | Company | Proposed breach | Determination |
|----|----------------------------|---------------|----------------|---|---|
| 1. | 2223-03 | 09/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to an Instagram post of a toddler holding a tin of infant formula. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 2. | 2223-04 | 10/09/2022 | Sprout Organic | <i>Breach of clauses 5(a) & 7(a)</i> Alleged breach of clause 5(a) & 7(a) in relation to promotion of a '30% off store-wide' discount for infant formula through post on manufacturers Instagram page and false health claims. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 3. | 2223-06 | 11/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of infant formula directly to the public through the manufacturers Facebook page. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 4. | 2223-07 | 11/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of "back in stock" infant formula products, directly to the public on manufacturers Facebook page. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |

| Complaint reference number | Date received | Company | Proposed breach | Determination | |
|----------------------------|---------------|------------|-----------------|---|---|
| 5. | 2223-08 | 11/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of “back in stock” infant formula products, directly to the public on manufacturers Facebook page. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 6. | 2223-09 | 14/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the announcement of ‘award-winning infant formula’ considered promotion of infant formula. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 7. | 2223-11 | 14/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of infant formula products directly to the public through the manufacturers Facebook stories. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 8. | 2223-12 | 15/09/2022 | Sprout Organic | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of “back in stock” infant formula products, directly to the public on manufacturers Facebook page. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |

| Complaint reference number | Date received | Company | Proposed breach | Determination | |
|----------------------------|---------------|------------|-------------------|---|---|
| 9. | 2223-14 | 25/09/2022 | LittleOak Company | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of infant formula product directly to the public through the manufacturers Facebook page. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 10. | 2223-15 | 26/09/2022 | Sprout Organic | Breach of clause 5(a) Alleged breach of clause 5(a) in relation to the promotion of infant formula products directly to the public through the manufacturers Facebook stories. | The Committee considered the complaint on the 10 November 2022 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 11. | 2223-19 | 30/10/2022 | Sprout Organic | <i>Breach of clauses, 4(a), 4(b), 5(a), 5(d), 7(c) & 7(e)</i> Alleged breach of clauses 4(a), 4(b), 5(a), 5(d), 7(c) & 7(e) in relation to promotion of infant formula products through the manufacturers Instagram page, the use of health claims, health professional claims, conflict of interest, negated to disclose the superiority of breastfeeding and additional costs of choosing not to breastfeed. | The Committee considered the complaint on 10 November 2022 and re-considered new information on the 19 April 2023 and determined that it is a breach of clause 4(a), 4(b), 5(a), 5(d), 7(c) & 7(e) of the MAIF Agreement. |

| Complaint reference number | Date received | Company | Proposed breach | Determination | |
|----------------------------|---------------|------------|-------------------|---|--|
| 12. | 2223-20 | 31/10/2022 | Bellamy's Organic | <i>Breach of clauses 5(a) & 8</i> Alleged breach of clauses 5(a) & 8 in relation to the promotion of infant formula directly to the public through the manufacturers Instagram and Facebook pages. | The Committee considered the complaint on the 10 November 2023 and 19 April 2023 and determined that it is a breach of clause 5(a) & 8 of the MAIF Agreement. |
| 13. | 2223-28 | 16/11/2022 | Sprout Organic | <i>Breach of clauses 5(a), 5(c) & 10(a)</i> Alleged breach of clauses 5(a), 5(c) & 10(a) in relation to offering discounts and gifts to promote infant formula products, directly to the public, through the manufacturers social media pages. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a), 5(c) & 10(a) of the MAIF Agreement. |
| 14. | 2223-33 | 18/11/2022 | Sprout Organic | <i>Breach of clauses 3(a), 3(e), 3(g), 5(a), 10(a) & 10(b)</i> Alleges breach of clauses 3(a), 3(e), 3(g), 5(a), 10(a), 10(b) in relation to a post by online retailer (the nutrition corner) that advertises infant formula. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 3(a), 3(e), 3(g), 5(a), 10(a) & 10(b) of the MAIF Agreement. |
| 15. | 2223-42 | 16/01/2023 | Nuchev | <i>Breach of clauses 5(a), 5(b) & 5(d)</i> Alleged breach of clauses 5(a), 5(b) & 5(d) in relation to pop-up advertisements through a third party retailers Instagram page. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a), 5(b) & 5(d) of the MAIF Agreement. |

| Complaint reference number | Date received | Company | Proposed breach | Determination | |
|----------------------------|---------------|------------|-----------------------|--|--|
| 16. | 2223-46 | 22/02/2023 | Sprout Organic | <i>Breach of clauses 5(a) & 5(c)</i> Alleged breach of clauses 5(a) & 5(c) in relation to the promotion of toddler and bottles and the mention of specific wording around formula. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a) & 5(c) of the MAIF Agreement. |
| 17. | 2223-47 | 07/03/2023 | The LittleOak Company | <i>Breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to promotion of infant formula products directly to the general population, through the manufacturers Instagram page. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |
| 18. | 2223-48 | 05/03/2023 | Sprout Organic | <i>Breach of clauses 4 & 5(a)</i> Alleged breach of clause 4 & 5(a) in relation to detailing tips for formula bottle feeding and does not include breastfeeding information, directly to the public, on a manufacturers Instagram page. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 4 & 5(a) of the MAIF Agreement. |
| 19. | 2223-49 | 05/03/2023 | Sprout Organic | <i>Breach of clauses 4 & 5(a)</i> Alleges breach of clauses 4 & 5(a) in relation to an endorsement of the company's infant formula products by a midwife, directly to the public on the manufacturers Instagram page. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |

| Complaint reference number | Date received | Company | Proposed breach | Determination | |
|----------------------------|---------------|------------|-----------------------|---|--|
| 20. | 2223-51 | 06/03/2023 | The LittleOak Company | <i>Breach of clauses 4(a), 4(b) & 5(a)</i> Alleged breach of clauses 4(a), 4(b) & 5(a) in relation to a mother's testimonial to infant formula products, direct to the public, on the manufacturers Instagram page. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 4(a), 4(b) & 5(a) of the MAIF Agreement. |
| 21. | 2223-56 | 15/03/2023 | Sprout Organic | <i>Breach of clauses 5(a)</i> Alleged breach of clauses 5(a) in relation to the promotion of infant formula, directly to the public, via the manufacturers Instagram page of a mother talking about parenthood, breastfeeding and formula feeding with Sprout Organic formula. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a) of the MAIF Agreement. |
| 22. | 2223-58 | 17/03/2023 | Sprout Organic | <i>Breach of clauses 5(a) & 5(c)</i> Alleged breach of clauses 5(a) & 5(c) in relation to promotion of infant formula with tips on formula feeding, directly to the public, through the manufacturers Instagram page. | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a) & 5(c) of the MAIF Agreement. |
| 23. | 2223-61 | 20/03/2023 | Sprout Organic | <i>Breach of clauses 5(a) & 5(c)</i> <i>Alleged breach of clauses 5(a) & 5(c) in relation to promotion of infant formula, directly to the public, through the manufacturers Facebook page.</i> | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a) & 5(c) of the MAIF Agreement. |

| Complaint reference number | Date received | Company | Proposed breach | Determination | |
|----------------------------|---------------|------------|-----------------------|---|--|
| 24. | 2223-70 | 21/03/2023 | The LittleOak Company | <p><i>Breach of clauses 5(a) & 5(d)</i></p> <p>Alleged breach of clauses 5(a) & 5(d) in relation to promotion of infant formula through third party Instagram post, followed by sharing of the post on manufacturers Instagram.</p> | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clauses 5(a) & 5(d) of the MAIF Agreement. |
| 25. | 2223-75 | 22/03/2023 | Sprout Organic | <p><i>Breach of clause 5</i></p> <p>Alleged breach of clause 5 in relation to use of an image of a child less than 12 months old while advertising toddler milk, directly to the public, through the manufacturers Facebook page.</p> | The Committee considered the complaint on the 19 April 2023 and determined that it is a breach of clause 5(a) of the MAIF Agreement. |

Table 2: Summary of complaints determined not in breach of the MAIF Agreement.

| | Complaint number | Date received | Proposed breach | Determination |
|----|------------------|---------------|--|--|
| 1. | 2122-35 | 07/04/2022 | <i>No breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to promotion and gifting of infant formula through a third-party retailer. | The Committee considered this complaint on the 13 July 2022 and 10 November 2022 re-considered new information and determined no breach of clause 5(a) of the MAIF Agreement. |
| 2. | 2122-37 | 26/04/2022 | <i>No breach of clause 5(c)</i> Alleged breach of clause 5(c) in relation to promotion and gifting of infant formula through a third-party retailer. | The Committee considered this complaint on the 13 July 2022 and 10 November 2022 re-considered new information and determined no breach of clause 5(a) of the MAIF Agreement. |
| 3. | 2122-41 | 28/06/2022 | <i>No breach of clause 5(a) & 9(b)</i> Alleged breach of clauses 5(a) & 9(b) in relation to promotion of infant formula products, directly to the public, through the manufacturers Instagram and Facebook pages. | The Committee considered this complaint on the 13 July 2022 and 10 November 2022 and determined no breach of clause 5(a) & 9(a) of the MAIF Agreement. |
| 4. | 2223-02 | 18/07/2022 | <i>No breach of clauses 3(a) & 3(g)</i> Alleged breach of clauses 3(a) & 3(g) in relation to promotion of infant formula through a third-party, directly to the public, in a newspaper. | The Committee considered this complaint on 10 November 2022 and determined no breach of clause 5(a) of the MAIF Agreement as the advertisement was through a third-party. |
| 5. | 2223-05 | 11/09/2022 | <i>No breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to promotion of infant feeding practices on a manufacturers Instagram page. | The Committee considered this complaint on 10 November 2022 and determined no breach of clause 5(a) of the MAIF Agreement as the post does not make a mention of infant formula. |

| | Complaint number | Date received | Proposed breach | Determination |
|-----|------------------|---------------|--|--|
| 6. | 2223-13 | 17/09/2022 | <i>No breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to promotion of infant formula product, directly to the public, through the manufacturers Facebook page. | The Committee considered this complaint on 10 November 2022 and determined no breach of clause 5(a) of the MAIF Agreement as the product in question is not infant formula and the post does contain the terminology 'infant formula'. The product in the post is potentially an international product and recommendations around marketing of international products has been provided to the manufacturer. |
| 7. | 2223-16 | 26/09/2022 | <i>No breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to promotion of infant formula use and a mother's feeding journey, posted directly to the public, through the manufacturers Instagram page. | The Committee considered this complaint on 10 November 2022 and determined no breach of clause 5(a) of the MAIF Agreement as the post does not make mention of infant formula. |
| 8. | 2223-17 | 26/09/2022 | <i>No breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of infant formula, directly to the public, on the manufacturers Instagram stories. | The Committee considered this complaint on 10 November 2022 and determined no breach of clause 5(a) of the MAIF Agreement as the terminology 'infant formula and age range on the tin are not visible in the post. |
| 9. | 2223-18 | 25/10/2022 | <i>No breach of clause 5(a)</i> Alleged breach of clause 5(a) in relation to the promotion of infant formula 'now available', directly to the public, through a sponsored add on the manufacturers Facebook page. | The Committee considered this complaint on 10 November 2022 and 19 April 2023 and determined no breach of clause 5(a) of the MAIF Agreement as the contextual guidance regarding communications on 'change of availability' requires clarification. The manufacturer had also taken measures to remove the advertising. |
| 10. | 2223-22 | 31/10/2022 | | |
| 11. | 2223-53 | 06/03/2023 | | |
| 12. | 2223-66 | 21/03/2023 | | |

| | Complaint number | Date received | Proposed breach | Determination |
|-----|------------------|---------------|---|---|
| 13. | 2223-69 | 21/03/2023 | | |
| 14. | 2223-85 | 26/03/2023 | | |
| 15. | 2223-88 | 27/03/2023 | | |
| 16. | 2223-21 | 31/10/2022 | <p><i>No breach of clause 5(a) & 9(b)</i></p> <p>Alleged breach of clauses 5(a) & 9(b) in relation to the company's website and product labelling claims may be a health claim and may cause confusion among consumers.</p> | The Committee considered this complaint on 10 November 2022 and 19 April 2023 and determined no breach of clauses 5(a) & 9(b) of the MAIF Agreement as the claims are not linked to functional claims. |
| 17. | 2223-40 | 13/12/2022 | <p><i>No breach of clause 5(a)</i></p> <p>Alleged breach of clause 5(a) in relation to the promotion of infant formula product, directly to the public, through billboard advertising.</p> | The Committee considered this complaint on 19 April 2023 and determined no breach of clause 5(a) of the MAIF Agreement also noting the image used is not of an infant. |
| 18. | 2223-41 | 20/12/2022 | <p><i>No breach of clause 5(c)</i></p> <p>Alleged breach of clause 5(c) in relation to promotion of a free gift on the manufacturers website that may promote the use of breast milk substitutes.</p> | The Committee considered this complaint on 19 April 2023 and determined no breach of clause 5(c) of the MAIF Agreement also noting the free gift is not associated with infant formula and the label on the gift includes the word 'toddler'. |

| Complaint number | Date received | Proposed breach | Determination | |
|------------------|---------------|-----------------|---|--|
| 19. | 2223-43 | 17/02/2023 | <p><i>No breach of clause 5(a), 10(a) & 10(b)</i></p> <p>Alleged breach of clauses 5(a), 10(a) & 10(b) in relation to the promotion of plant-based infant formula range in chemists, directly to the public through, through the manufacturers Instagram page.</p> | <p>The Committee considered this complaint on 19 April 2023 noting this is a duplicate complaint and a breach has already been determined for the original complaint. This duplicate complaint is listed as no breach of clauses 5(a), 10(a) & 10(b) of the MAIF Agreement.</p> |
| 20. | 2223-44 | 17/02/2023 | <p><i>No breach of clause 5(c)</i></p> <p>Alleged breach of clause 5(c) in relation to a post on the manufacturers Instagram page, direct to the public, promoting a donation to bottle feeding packs for those in need with every purchase on the manufacturers website.</p> | <p>The Committee considered this complaint on 19 April 2023 and determined no breach of clauses 5(c) of the MAIF Agreement as the 'bottle feeding packs' were going to those in need not the purchaser and the bottles are not directly linked to infant formula. A recommendation was provided to the manufacturer, for future initiatives it is suggested they refine the wording.</p> |
| 21. | 2223-45 | 22/02/2023 | <p><i>No breach of clauses 5(a), 10(a) & 10(b)</i></p> <p>Alleged breach of clauses 5(a), 10(a) & 10(b) in relation to the manufacturer sharing a third-party Instagram post on their story of a newborn and the manufacturers logo.</p> | <p>The Committee considered this complaint on 19 April 2023 and determined no breach of clauses 5(a), 10(a) & 10(b) of the MAIF Agreement as there was no reference to infant formula in the post.</p> |
| 22. | 2223-50 | 05/03/2023 | <p><i>No breach of clause 5(a)</i></p> <p>Alleged breach of clause 5(a) in relation to a post on the manufacturers Instagram page, direct to the public, promoting their toddler milk drink, with imagery of a child less than 12 months old sitting next to the tin.</p> | <p>The Committee considered this complaint on 19 April 2023 and determined no breach of clause 5(a) of the MAIF Agreement as the age of the child in the image could be considered over 12 months.</p> |

Table 3: Summary of complaints out of scope of the MAIF Agreement

| | Complaint number | Date received | Proposed breach | Determination |
|----|------------------|---------------|--|--|
| 1. | 2223-01 | 11/07/2022 | <i>Out of scope</i> Alleged breach of clause 5(a) relating to the promotion of infant formula through direct advertising in newspaper and on the company's website and social media page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. The company has since become a signatory to the MAIF Agreement. |
| 2. | 2223-10 | 14/09/2022 | <i>Out of scope</i> Alleged breach of clause 5(a) relating to the promotion of infant formula through Facebook. | The Committee considered this complaint on 10 November 2022 and determined that it was out of scope. As the social media post discusses feeding journeys rather than infant formula or the company brand. |
| 3. | 2223-23 | 16/11/2022 | <i>Out of scope</i> Alleged breach of clause 3 & 5(a) relating to direct advertising of 'breast milk substitute'. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formula. Foods for infants and young children are out of scope of the MAIF Agreement |
| 4. | 2223-24 | 16/11/2022 | <i>Out of scope</i> Alleged breach of clause 5(a), 5(d) and 10(a) relating to the company accessing Australian Government grant funding to "develop market access strategies". | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formula. Reinforced only complaints relating to parties who are signatories of the MAIF Agreement are considered in scope of the Agreement. |

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| 5. | 2223-25 | 16/11/2022 <i>Out of scope</i> Alleged breach of clause 3(c) & 5(a) relating to media announcement regarding an Australian Government grant to “develop market access strategies”. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formula. Reinforced only complaints relating to parties who are signatories of the MAIF Agreement are considered in scope of the Agreement. |
| 6. | 2223-26 | 16/11/2022 <i>Out of scope</i> Alleged breach of clause 3(c) & 5(a) relating to media announcement regarding an Australian Government grant to “develop market access strategies”. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formula. Reinforced only complaints relating to parties who are signatories of the MAIF Agreement are considered in scope of the Agreement. |
| 7. | 2223-27 | 16/1/2022 <i>Out of scope</i> Alleged breach of clause 3 & 5(a) relating to direct advertising of ‘breast milk substitute’. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formula. Foods for infants and young children are out of scope of the MAIF Agreement |
| 8. | 2223-29 | 17/11/2022 <i>Out of scope</i> Alleged breach of clause 5(a) & 10(a) relating to direct advertising through online retailer and health-centre. | The Committee considered this complaint 19 April 2023 and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. The secretariate have requested a company response in regard to the complaint. |
| 9. | 2223-30 | 17/11/2022 <i>Out of scope</i> Alleged breach of clause 3(d), 3(e), 3(g), 3(h), 5(a), 5(c), 5(d), 6(a), 6(c), 7(c) & 8(b) relating to advertising of infant formula through online retailer and health-centre. | The Committee considered this complaint and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. |

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| 10. | 2223-31 | 17/11/2022 <i>Out of scope</i> Alleged breach of clause 3(a), 3(e) & 5(a) relating to “breastmilk substitute under 12 months”. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formulas. Probiotics are not covered in this scope. |
| 11. | 2223-32 | 18/11/2022 <i>Out of scope</i> Alleged breach of clause 3, 3(e), 3 (h) & 5(a) relating to advertising of infant formula product through a third party retailers Instagram page. | The Committee considered this complaint and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. The secretariate have requested a company response in regard to the complaint. |
| 12. | 2223-34 | 18/11/2022 <i>Out of scope</i> Alleged breach of clause 5(a) relating to advertising of infant formula through online retailer. | The Committee considered this complaint and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. |
| 13. | 2223-36 | 19/11/2022 <i>Out of scope</i> Alleged breach of clause 1, 4(a)(iii), 4(a)(iv), 3(g), 5(a), 5(c) & 7(a) relating to website claims and direct advertising of bottle and teats. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formulas and not accessories for feeding. |
| 14. | 2223-37 | 20/11/2022 <i>Out of scope</i> Alleged breach of clause 5(a) in relation to direct advertising through online retailer. | The Committee considered this complaint and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. |

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| 15. | 2223-38 | 21/11/2022 | <i>Out of scope</i> Alleged breach of clause 3(c), 3(g), 3(d), 4(a)(v), 5(a) & 6(a) relating to advertising through Government infant feeding guidelines. | The Committee considered this complaint and determined that it was out of scope, as the MAIF Agreement only covers manufacturers and importers of infant formulas. |
| 16. | 2223-39 | 27/11/2022 | <i>Out of scope</i> Alleged breach of clause 5(a) relating to direct advertising through online retailer. | The Committee considered this complaint and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. |
| 17. | 2223-59 | 17/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(c) in relation to a social media post on Toddler milk. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope, as Toddler milk is not included in the scope of the MAIF Agreement. |
| 18. | 2223-60 | 19/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(a) in relation to a Google advertisement of infant formula. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope, as retailer activity is not in scope of the MAIF Agreement. |
| 19. | 2223-62 | 20/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(a) & 5(c) relating to a social media post promoting World Vegan Day which show infant formula cans in the video. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope of the MAIF Agreement as the footage showed restricted views and captions were not of concern. |

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| 20. | 2223-63 | 20/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(c) relating to a Facebook post promoting toddler milk and bottles. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope, as Toddler milk and bottles are not included in the scope of the MAIF Agreement. |
| 21. | 2223-64 | 20/03/2023 | <i>Out of scope</i> Alleged breach of clause 5 relating to promotion of infant formula products through a company's Instagram page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 22. | 2223-67 | 21/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(a) relating to the promotion of infant formula products through a company's Instagram page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 23. | 2223-68 | 21/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(a) relating to wording and pictorials on a company's Instagram page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 24. | 2223-71 | 21/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(c) relating to a social media post with an image of a tin of toddler formula and a bottle next to it. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope, as Toddler milk and bottles are not included in the scope of the MAIF Agreement. |

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| 25. | 2223-72 | 22/03/2023 | <i>Out of scope</i> Alleged breach of clause 5 relating to the promotion of a discount when purchasing infant formula from a manufacturer's website. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 26. | 2223-73 | 22/03/2023 | <i>Out of scope</i> Alleged breach of clause 5 relating to a social media post with an image of a tin of toddler formula and a bottle next to it and another image of a father and son. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope, as Toddler milk and bottles are not included in the scope of the MAIF Agreement. |
| 27. | 2223-74 | 22/03/2023 | <i>Out of scope</i> Alleged breach of clause 5(a) relating to a Facebook post promoting sale of toddler milk and infant foods. | The Committee considered this complaint on the 19 April 2023 and determined that it was out of scope, as Toddler milk and infant foods are not included in the scope of the MAIF Agreement. |
| 28. | 2223-76 | 24/03/2023 | <i>Out of scope</i> Alleged breach of clause 5 relating to the promotion of infant bottle feeding on a company's Facebook page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 29. | 2223-77 | 24/03/2023 | <i>Out of scope</i> Alleged breach of clause 5 relating to the promotion of a discount when purchasing infant formula from a manufacturer's website. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |

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| 30. | 2223-80 | 26/03/2023 <i>Out of scope</i> Alleged breach of clause 5(a) relating to the promotion of infant formula through a manufacturers Instagram page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 31. | 2223-81 | 26/03/2023 <i>Out of scope</i> Alleged breach of clause 5(a) relating to broad advertising of infant formula through a manufacturers Instagram page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 32. | 2223-82 | 26/03/2023 <i>Out of scope</i> Alleged breach of clause 5(a) relating to the promotion of toddler milk through a manufacturers Instagram page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |
| 33. | 2223-86 | 26/03/2023 <i>Out of scope</i> Alleged breach of clause 5(a) relating to the promotion of infant formula through product reviews on the manufacturers Facebook page. | The Committee considered this complaint and determined that it was out of scope as the company is not a signatory to the MAIF Agreement. |