MARKETING IN AUSTRALIA OF INFANT FORMULAS: MANUFACTURERS AND IMPORTERS AGREEMENT (MAIF AGREEMENT) COMPLAINTS COMMITTEE ANNUAL REPORT 2020-2021

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# Scope and functions

## 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]](#footnote-2) 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]](#footnote-3).

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 2021)

|  |  |
| --- | --- |
| Abbott Australasia Pty Ltd | Australian Dairy Park Pty Ltd |
| Bayer Australia Ltd | Bellamy’s Organic |
| H & H Group | The Infant Food Co. Pty Limited |
| The LittleOak Company | 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 | Wattle Health Australia Limited |

## 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 (the Department). The Committee consists of 3 members: an independent representative; a public health representative; and an industry representative. The Department is responsible for associated secretariat functions.

## 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 Departments website[[3]](#footnote-4).

In 2019, the Committee agreed to undertake a review of all guidance documents for the interpretation of the MAIF Agreement. The Committee consulted with signatories and reflected on issues and themes raised through the complaints process, in reviewing and redrafting the guidelines.

The following guidance document was updated in 2020-21:

* Appropriate age information on labels, including reference to other infant formula products (staging).

The following guidance documents are under review:

* Clause 4: Guidance related to information and education; and
* Clause 5: Guidance related to general public and parents and/or carers.

The guidance documents are considered ‘living documents’ which may be amended to remain relevant in a changing marketing environment. The Committee will continue to review the MAIF Agreement guidance material, including updating the existing guidance for Clause 7(c) and 7(d).

## 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) website[[4]](#footnote-5). 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 has an authorisation process which recognises that, in certain circumstances, particular conduct may not harm competition or may give rise to benefits to the public that outweigh the public detriment. MAIF Agreement authorisation was due to expire on 8 August 2021, in response the Infant Nutrition Council Limited (INC) applied in October 2020 to reauthorise the MAIF Agreement for 10 years.

As per ACCC reauthorisation standard processes a public consultation was undertaken, to reach a decision on whether the agreement results in public benefit or public detriment. More information about the reauthorisation process is available on the ACCC website[[5]](#footnote-6).

The ACCC received 23 submissions in relation to the reauthorisation including from MAIF Agreement signatories, industry, government, healthcare organisations, public health advocacy groups and academics. Submissions raised concern around advertising of toddler milk products and potential for consumers to be confused regarding the range of products targeted to infants and young children in the market, the ACCC sought further comment to consider whether the MAIF Agreement should be extended to include a condition for advertising of toddler milk products. In making its draft determination on this application and in response to submissions received the ACCC decided not to impose a condition of authorisation that would require signatories to the MAIF Agreement to also not promote toddler milk, as requested by most interested parties and discussed in the ACCC’s draft determination.

The ACCC made its final determination on 27 July 2021.The final determination reauthorised the MAIF Agreement for a period of 3 years to 31 August 2024 and did not impose a condition for toddler milk marketing. The ACCC noted the assessment of the public benefit and detriment is finely balanced – there is the risk that the public benefit will not be realised because of the marketing of toddler milk products. In making its final determination, the ACCC noted that some of the issues raised in submissions are significant health policy issues and these should be considered as part of the upcoming Department’s review of the MAIF Agreement (outlined below).

A review of the MAIF Agreement was also a recommendation of The *Australian National Breastfeeding Strategy: 2019 and Beyond* (the Strategy)[[6]](#footnote-7).

## Review of the MAIF Agreement

The independent review of the MAIF Agreement will be managed by the Department and will commence in 2022.

The review will likely consider a range of issues such as, but not limited to:

* the effectiveness of the MAIF Agreement in achieving its aims:
  + providing safe and adequate nutrition for infants through the protection and promotion of breastfeeding;
  + ensuring the proper use of breast-milk substitutes when they are necessary on the basis of adequate information; and through appropriate marketing and distribution
* whether a voluntary agreement remains an appropriate mechanism for managing the marketing of breast-milk substitutes;
* the feasibility of including all manufactures of infant and follow-up formula, and all retailers (supermarkets, pharmacies) in the scope of the MAIF Agreement;
* the age range of products captured;
* the transparency of the complaints process and outcomes from the MAIF Complaints Committee meetings; and
* comments provided by the ACCC in its final determination for the reauthorisation of the MAIF Agreement.

Consultation will be undertaken with relevant stakeholders, including breastfeeding advocacy groups, public health organisations, consumers, infant formula companies and government. Information and updates regarding the MAIF review will be published on the Department’s website.

# MAIF Complaints Committee members 2020-2021

## Independent representative and Chair:

### Adjunct Professor Debra Thoms RN RM BA MNA Grad Cert Bioethics Adv Dip Arts Acting Head, School of Nursing, Faculty of Health, Queensland University of Technology.

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:

### Professor Peter SW Davies BSc (Hons) M Phil, PhD, R.Nutr, FNSA - Children’s Health Research Centre, University of Queensland (resigned December 2020)

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 as 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 several 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 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 was also the inaugural Chair of the Early Life Nutrition Coalition.

### Emeritus Professor Jane Scott PhD, MPH, Grad Dip Dietetics (with Distinction), B App 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.

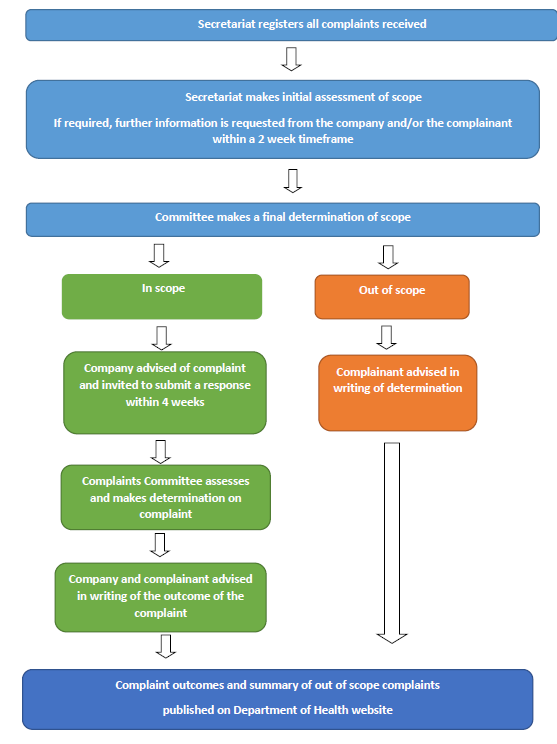
## Industry representative:

### 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.

# 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](https://www.health.gov.au/internet/main/publishing.nsf/Content/MAIF-Complaints-Handling-Procedure-Flowchart) below demonstrates the complaints handling process.



# Complaint outcomes 2020 – 2021

In the 2020-21 the MAIF Complaints Committee:

* **Considered** a total of 66 complaints. 61 were new complaints received in 2020-21, and 5 were complaints carried over from 2019-20.
* **Resolved** a total of 55 complaints. 52 from the new complaints received in 2020-21 , and 3 were complaints carried over from 2019-20.

10 complaints from 2020-21, and 2 complaints from the 2019-20 have been carried over to the 2021-22 reporting period.

## Outcomes of complaints considered and resolved

### In-scope of the MAIF Agreement

Of the 55 complaints resolved in 2020-21, 18 complaints were determined to be in scope of the MAIF Agreement:

* + 10 complaints were determined to be in breach (see table 1 below).
  + 8 complaints were determined not to have breached (see table 2 below).

### Out-of-scope of the MAIF Agreement

* 37 complaints were determined to be out of scope of the MAIF Agreement (see table 3 below):
  + 15 related to non-signatory activity.
  + 4 related to retailer activity.
  + 13 related to toddler milk marketing activity.
  + 5 were classified as ‘other’.

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

| Complaint number | Date received | Company | Proposed breach | Determination |
| --- | --- | --- | --- | --- |
| 1920-09 | 29 May 2020 | The LittleOak Company | *Breach of clause 5(a)*  Alleged activity relating to the company's social media page being a potential breach of clause 5(a) of the MAIF Agreement. | The Committee at its meeting on 11 December 2020 determined the activity, including an image of a child placed next to the 'stage 3' product container, in addition to the use of the words "baby formula" to be marketing activity directed to the general public, a breach of clause 5(a) of the MAIF Agreement. |
| 2021-01: | 1 July 2020 | The Infant Food Co | *Breach of clause 5(a)*  Alleged marketing activity relating to the company's ‘Bubs Australia’ investor webpage identified as a potential breach of clause 5(a) of the MAIF Agreement. The activity included an image of infant formula and follow-on formula, in addition to a promotional discount offer for Bubs products to investors of Bubs Australia, including Bubs infant formula and follow-on formula. | The Committee at its meeting on 11 December 2020 determined the activity involving an image of infant formula and follow-on formula products and the promotion of a discount to investors, on a publicly accessible website to be a breach of clause 5(a) of the MAIF Agreement. |
| 2021-04 | 7 July 2020 | The LittleOak Company | *Breach of clause 5(a)*  Alleged activity relating to the company's social media page being a potential breach of clause 5(a) of the MAIF Agreement. The activity included the words “baby”, “milk baby formula”, “Baby Formula” and “provide their babies the best start”. | The Committee at its meeting on 11 December 2020, determined the use of the words "baby", "milk baby formula", “Baby Formula” and “provide their babies the best start” in marketing activity directed to the general public to be a breach of clause 5(a) of the MAIF Agreement. |
| 2021-06: | 8 July 2020 | Nutricia | *Breach of clause 5 (a)*  Marketing activity involving emails from Nutricia, with e-catalogues to purchase infant formula. The email from Nutricia was titled “Karicare Toddler Milk Drink” with the contents of the email containing an image of an infant formula product and a direct link to the Nutricia online store to purchase the infant formula product. | The Committee at its meeting on 11 December 2020, noted the email was sent to individuals who had previously provided consent to receive communication from Nutricia. It was determined the email containing images of Karicare products, including infant formula, and links to the online store to purchase those products, was a breach of clause 5(a) the MAIF Agreement. |
| 2021-08 | 15 July 2020 | The LittleOak Company | *Breach of clause 5(a)*  Alleged activity relating to the company's social media page was identified as a potential breach of clause 5(a) of the MAIF Agreement. The paid advertisement activity included an image of a child placed next to the 'stage 3' container, with the text referring to “baby formula”. | The Committee at its meeting on 11 December 2020 determined the use of the words "baby formula" alongside infant formula company branding is marketing activity directed to the general public to be a breach of clause 5(a) of the MAIF Agreement. |
| 2021-20 | 22 August 2020 | The LittleOak Company | *Breach of clause 5(a)*  Alleged activity relating to the company's social media page was a potential breach of clause 5(a) of the MAIF Agreement. The activity included branding of The LittleOak Company, alongside text “baby formula” and "better for babies". | The Committee at its meeting on 11 December 2020 determined the use of the words "baby formula" and "better for our babies" is marketing to the general public and a breach of clause 5(a) of the MAIF Agreement. |
| 2021-25 | 8 September 2020 | Nutricia | *Breach of clause 5(a)*  Alleged marketing of Aptamil infant formula products through Google advertisements, which occurred in response to search terms related to a breastfeeding article was a breach of clause 5(a) of the MAIF Agreement. | At their meeting on 11 December 2020, the Committee determined the activity which featured a pack shot of infant formula, price and link to purchase on the Danone Nutricia’s online store, to be promotion of infant formula to the general public and a breach of clause 5(a) of the MAIF Agreement. |
| 2021-29 | 23 September 2020 | Nature One Dairy | *Breach of clause 5(a)*  Alleged marketing of infant formula on company’s social media page, to be a breach of clause 5(a) of the MAIF Agreement. The complainant also raised concerns the child appeared to be younger than 12 months of age. The activity included the text “Choose Nature One Dairy®” and “your baby’s development”. | At their meeting on 11 December 2020, the Committee determined the use of the words “your baby’s development” and “Choose Nature One Dairy” is marketing to the general public and a breach of clause 5(a) of the MAIF Agreement. |
| 2021-30 | 30 September 2020 | Nature One Dairy | *Breach of clause 5(a)*  Alleged activity relating to the company's social media page and a sponsored advertisement was a potential breach of clause 5(a) of the MAIF Agreement. The activity included an image of toddler milk container alongside the words “baby formula” and “choose the best for your little bubs”. | The Committee at its meeting on 11 December 2020, determined the use of the words “baby formula” and “choose the best for your little bubs” alongside branding of Nature One Dairy, to be marketing activity. |

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

| Complaint number | Date received | Proposed breach | Determination |
| --- | --- | --- | --- |
| 2021-05 | 8 July 2020 | *No breach of Clauses 5(a) and 5(d)*  Alleged marketing activity involving the announcement of a new infant formula product via email communication was a potential breach of clause 5(a) and clause 5(d). | The Committee at its meeting on 11 December 2020, noted only consumers who had subscribed and voluntarily provided their information to receive communications, and the activity was consistent with the MAIF Complaints Committee’s interpretation of the MAIF Agreement related to electronic media marketing activity, the MAIF Complaints Committee determined no breach of clauses 5(a) and 5(d). |
| 2021-13 | 20 July 2020 | *No breach of clause 5(a)*  Alleged activity related to the listing of the product range on the back label, including the infant formula 0-6 months on the label of a follow-on formula container was a potential breach of clause 5(a) of the MAIF Agreement. | The Committee at its meeting on 13 August 2020, noted the label provided acceptable and factual information and determined no breach of clause 5(a). |
| 2021-22 | 29 August 2020 | *No breach of clause 4(a), 4(b) and 5(a)*  Alleged breach of clauses 4(a), 4(b) and 5(a) related to social media activity involving text and links to the company webpage. | The Committee at its meeting on 11 December 2020 determined no breach of clause 4(a) as the webpage contains generic information for both breastfeeding and the proper use of formula feeding; no breach of clause 4(b) as the webpage contains generic feeding information for both breastfeeding and the health hazards of inappropriate foods or feeding methods; and no breach of clause 5(a) as the social media advertisement and linking of webpage did not refer to infant formula products or brands. |
| 2021-28 | 23 September 2020 | *No breach of clause 8(b)*  Alleged breach of clause 8(b) concerning the engagement of a health professional to share parenting advice, through a number of social media posts. | The Committee at its meeting on 11 December 2020, determined the activity to be no breach of clause 8(b). The Committee agree the activity did not contain information about or refer to infant formula; and confirmed the health professional was not employed to market infant or follow-on formulas. |
| 2021-38 | 6 October 2020 | *No breach of clause 5(a)*  Alleged breach of clause 5(a) of the MAIF Agreement. The paid advertisement activity included various iterations of the banner with an image of a woman holding a young baby, and text relating to parenting issues, including diet. | The Committee at its meeting on 11 December 2020, noted the digital advertisement banner and the linking web page does not include or refer to infant formula products or brands and determined the activity to be no breach of clause 5(a) of the MAIF Agreement. |
| 2021-49 | 16 November 2020 | *No breach of clause 7(c)*  Alleged breach of clause 7(c) of the MAIF Agreement. The invitation details the seminar, including a presentation on ‘Infant Formula Basics’. | The Committee at its meeting on 11 December 2020, discussed the complaint noting the information about the event was distributed to healthcare professionals and the event was for health professionals only (clause 6(a) of the MAIF Agreement allows for the dissemination of information to health care professionals), determining no breach of clause 7(c) of the MAIF Agreement. |

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

| Complaint number | Date received | Proposed breach | Determination |
| --- | --- | --- | --- |
| 1920-11 | 22 June 2020 | **Out of scope**  Alleged breach of clauses 4(a), 4(b) and 5(a) of the MAIF Agreement, related to product promotion and imagery on the company’s webpage. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. |
| 1920-12 | 28 June 2020 | **Out of scope**  Alleged breach of clauses 5(a) and 6(e) of the MAIF Agreement, related to the promotion and discount of infant formula at a retail store. | The Committee at its meeting on 13 August 2020 discussed the complaint and determined it out of scope of the MAIF as it was retailer activity and retailers are exempt from the MAIF Agreement. |
| 2021-02 | 5 July 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, related to social media activity involving text and links to the company webpage. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-03 | 5 July 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, related to social media activity and involving a discount text and links to the company webpage. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |

| Complaint number | Date received | Proposed breach | Determination |
| --- | --- | --- | --- |
| 2021-10 | 18 July 2020 | **Out of scope**  Alleged breach of clause 5(d) of the MAIF Agreement, related to an online support program for parents and during pregnancy. | The Committee at its meeting on 13 August 2020 discussed the complaint and determined that it was out of scope of the MAIF. As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement, |
| 2021-11 | 18 July 2020 | **Out of scope**  Alleged breach of clause 5(d) of the MAIF Agreement, related to social media activity involving text and links to the company webpage. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. The company ceased operating in Australia thus was not invited to become a signatory. |
| 2021-12 | 18 July 2020 | **Out of scope**  Alleged breach of clause 5(d) of the MAIF Agreement, related to social media activity involving discounts, text and links to the company webpage. | The Committee at its meeting on 13 August 2020 discussed the complaint and determined that it was out of scope of the MAIF. As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement, |
| 2021-14 | 24 July 2020 | **Out of scope**  Alleged breaches of clauses 4(a), 4(b), 5(a) and 5(d), related to marketing activity within a Facebook group. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-15 | 25 July 2020 | **Out of scope**  Alleged breach of clauses 5(a) and 5(d) related to marketing and promotion of infant formula on social media. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-16 | 25 July 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, related to promotion of infant and follow-on formula on the company’s social media accounts. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-17 | 25 July 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, related to promotion of infant formula on the company’s social media accounts. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-18 | 15 August 2020 | **Out of scope**  Alleged breach of clauses 5(a), 5(b), 5(c) and 5(d) of the MAIF Agreement, relating to the promotion of formula on the company’s social media accounts. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-19 | 20 August 2020 | **Out of scope**  Alleged breach of clauses 1, 2, 4(a), 4(b), 5(a), 5(d), 7(a), 7(c) and 10 of the MAIF Agreement, relating to the marketing of products via social media to parents and health professionals. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-21 | 28 August 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the use of images of young children to promote formula products. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-23 | 1 September 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the use of images of young children with tins of toddler milk products. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-24 | 5 September 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the use of social media to promote toddler milk products via a survey. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-26 | 12 September 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the price promotion of infant formula at a retail store. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF as it was retailer activity and retailers are exempt from the MAIF Agreement. |
| 2021-27 | 23 September 2020 | **Out of scope**  Alleged breach of clause 8(b) of the MAIF Agreement, relating to the provision of an advice line promoted on social media account. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF as it does not involve infant formula marketing and that the provision of an advice line / resource is generally acceptable. |
| 2021-31 | 1 October 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the promotion of infant formula. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-32 | 1 October 2020 | **Out of scope**  Alleged breach of clauses 4(a), 4(b) and 5(a) of the MAIF Agreement, relating to advertising of infant formula on social media. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-33 | 1 October 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the advertising of infant formula on social media. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-36 | 6 October 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the advertising of infant formula on social media. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2021, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-37 | 6 October 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the price promotion of infant formula at a retail store. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF as it was retailer activity and retailers are exempt from the MAIF Agreement. |
| 2021-41 | 19 October 2020 | **Out of scope**  Alleged breach of clause 6(d) of the MAIF Agreement, relating to the promotion of infant formula on social media by a non-health professional. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In March 2021, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-43 | 22 October 2020 | **Out of scope**  Alleged breach of clauses 5(a), 5(d), 6(a) and 6(e) of the MAIF Agreement, relating to the promotion of infant and follow-on formula via a third party. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In March 2021, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-44 | 6 November 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the advertising of infant formula on social media. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In December 2020, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-45 | 14 November 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the advertising of product range on social media. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-46 | 14 November 2020 | **Out of scope**  Alleged breach of clause 5(a) and 5(d) of the MAIF Agreement, relating to the advertising and promotion of products via social media and available discounts for promotion of the products. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-47 | 16 November 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the promotion of infant formula at a retail store. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF as it was retailer activity and retailers are exempt from the MAIF Agreement. |
| 2021-48 | 16 November 2020 | **Out of scope**  Alleged breach of clauses 5(a) and 5(c) of the MAIF Agreement, relating to the use of an image of a young child for product promotion. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-50 | 25 November 2020 | **Out of scope**  Alleged breach of clauses 4(b), 5(a) and 7(a) of the MAIF Agreement, relating to the idealisation of the use of infant formula and promotion of these products. | The Company is not party to the MAIF Agreement and therefore the complaint was considered out of scope. In March 2021, the MAIF Complaints Committee wrote to the company encouraging them to become a signatory to the MAIF Agreement. |
| 2021-51 | 25 November 2020 | **Out of scope**  Alleged breach of clause 5(b) of the MAIF Agreement, relating to the way the company is using mothers to promote their products. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-52 | 26 November 2020 | **Out of scope**  Alleged breach of clause 4(b) of the MAIF Agreement, relating to the promotion of toddler milk products. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-53 | 26 November 2020 | **Out of scope**  Alleged breach of clause 5(d) of the MAIF Agreement, relating to the provision of an online parent portal promoted on the company’s social media account. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF as it does not involve infant formula marketing and that the provision of an advice line / resource is generally acceptable. |
| 2021-54 | 26 November 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the use of an infant next to a formula tin for promotion on social media. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |
| 2021-55 | 28 November 2020 | **Out of scope**  Alleged breach of clause 5(a) of the MAIF Agreement, relating to the promotion of a price discount of products on social media. | The Committee at its meeting on 11 December 2020 discussed the complaint and determined it out of scope of the MAIF.  As toddler milk (products for children over 12 months) are not within the scope of the MAIF Agreement. |

1. <https://www.accc.gov.au/system/files/public-registers/documents/D15%2B143530.pdf> [↑](#footnote-ref-2)
2. World Health Organization 1981, International Code of Marketing of Breast-Milk Substitutes, Geneva. [↑](#footnote-ref-3)
3. <https://www1.health.gov.au/internet/main/publishing.nsf/Content/guide-maif-agreement> [↑](#footnote-ref-4)
4. <https://www.accc.gov.au/system/files/public-registers/documents/D15%2B143530.pdf> [↑](#footnote-ref-5)
5. <https://www.accc.gov.au/public-registers/authorisations-and-notifications-registers/authorisations-register/infant-nutrition-council-limited> [↑](#footnote-ref-6)
6. <https://www1.health.gov.au/internet/main/publishing.nsf/Content/health-pubhlth-strateg-brfeed-index.htm> [↑](#footnote-ref-7)