

Strategic Maneuvering in Implicit and Pseudo-explicit Advertising Discussion

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Advertisements can be analyzed in pragma-dialectical terms as contributions to discussions but they are not discussed in detail. I will distinguish implicit and pseudo-explicit advertising discussions and define them. How can they be analyzed as a critical discussion? Which PD rules moderate these special debates? Strategic maneuvering and the majority of the PD rules are applicable with some modifications.

KEYWORDS: pragma-dialectics, strategic maneuvering, commercial communication, stages, implicit discussion, pseudo-explicit discussion, validity of the ten PD rules, violence of the ten PD rules

1. INTRODUCTION

In my paper, I will discuss the applicability of the pragma-dialectical (PD) and strategic maneuvering (SM) approach to advertising communication. Similarly to everyday communication situations, advertising communication also presents us with cases of argumentation. I will therefore argue that different approaches to argumentation based on communication domain and genres of communication, and then make some points regarding the genre of advertising communication and promotion. Afterwards, I will identify the discussion stages in advertising communication, and analyze the validity and presence of the ten standard rules of critical discussion.

2. DEFINITIONS OF THE COMMERCIAL COMMUNICATION

The PD and SM approach does not distinguish between types of arguments: all arguments can be analyzed and evaluated on the basis of the ideal model of critical discussion. On the other hand, Van Eemeren considers arguments to be conventionalized communicative practices

that can be distinguished by area, genre, and communicative act. He identifies eight major domains of communicative acts, attributing them to various genres and communication practices. Van Eemeren discusses only four of these domains: adjudication, decision-making, mediation, and negotiation. However, he presents this system as open, meaning that the categories, domains, and genres of communication can be further expanded and combined. To analyze advertisements from a PD and SM perspective, a thorough understanding of commercial communication is necessary; without this, I would only go so far as to define the genre of promotion.

We can examine advertising communication from the perspective of implicit argumentation, with only one of the parties actually participating in the discussion. In the case of advertising, the active (arguing) party is the service provider or manufacturer, while the passive party is the target audience. Whilst most advertisements fall into this category, we can encounter special cases where two competing companies conduct pseudo-explicit discussions¹. Here, they make seemingly interconnected arguments, responding to the other party's propositions, but their actual discussion partner is still the customer.

Van Eemeren discusses the typology of argumentation on the basis of communication domain, genre, and activity. I will use a similar system to identify the categories of advertising communication and promotion, as well as to present the types of informative, persuasive, reminder, and reinforcement advertising. Since the PD and SM approach does not discuss advertising communication as a *communication domain*, I will use Kotler & Keller's definition from the glossary of classical marketing communication:

"Advertising is any paid form of nonpersonal presentation and promotion of ideas, goods, or services by an identified sponsor. Ads can be a cost-effective way to disseminate messages, whether to build a brand preference or to educate people."
(Kotler & Keller, 2006. p. 740.)

There are two things I point out in this definition: firstly, marketing theory does not consider advertising communication to be a personal discussion; and secondly, it is used for influencing the consumer's decision. Both of these factors underline our hypothesis that advertising can be viewed as implicit argumentation.

¹ The most emblematic case for the pseudo-explicit discussion is the Mercedes vs. Jaguar commercial battle from 2013.

Van Eemeren considers the pragma-dialectical analysis of advertisements a contribution to critical discussion. His commentary is not so much a definition of advertising communication, rather an addendum (footnote 41) to support the analysis of advertisements as a form of argumentation.

"In a pragma-dialectical analysis advertisements are, just like other specimens of argumentative discourse, viewed as contributions to a critical discussion."

"41. A dialectical analysis of the advertisement is certainly relevant because listeners and readers will demand faithful information and good reasons for buying the advertised product, even if the advertisers cannot be expected to make an attempt at critical dispute resolution." (Van Eemeren, 2010. p. 235.)

This definition shows us that besides influencing them through persuasion techniques, advertisements also provide customers with reliable information and solid arguments. In Van Eemeren's view, commercial actors cannot be expected to resolve the critical discussion; it must be done by the customer. He believes that the only difference of opinion is between the product distributor and the customer. However, as the above-cited footnote cannot stand in as a definition for advertising communication as a communication activity, I will make an attempt at a definition in consideration of the marketing and legal terminology.

Advertising communication is a paid form of nonpersonal communication, information, or presentation, which is directed at presenting or promoting a concept, product, or service as well as increasing revenue.

After defining advertising communication, let us take a closer look at its *communicative genre*, promotion. Instead of a single genre, marketing uses the 4P (product, price, promotion, and place) of the marketing mix to present and promote products, services, and concepts, while increasing the turnover of any given company. On closer examination, the category of promotion includes sales promotion, advertising, sales personnel, public relations, and direct marketing (Kotler & Keller, 2006. p. 54.) Promotion is a process of information transfer between seller and customer that is intended first and foremost to facilitate the decision to purchase. As Van Eemeren assigns specific characteristics to the genre of decision-making, I will examine which of these genre-specific traits can be applied to the genre of promotion.

In Van Eemeren's categorization, decision-making falls mainly into the domain of political communication, but its characteristics give us reason to assume that some of its specifics can also be assigned to the genre of promotion. Therefore, I propose that when discussing advertising communication, we also consider the genre-specific characteristics of decision-making, because it is eventually the consumer's decision which advertiser they will believe. My point of departure is the five criteria regarding decision-making: (1) there should be a confrontation between the parties; (2) an equal and appropriate amount of time should be available; (3) both parties should be present during the discussion; (4) the discussion should concern one specific issue; (5) the parties should argue in order to facilitate the audience's decision. (Van Eemeren, 2010. p. 142.)

Let me begin by analyzing the criterion of *confrontation between the parties*. Promotion does not necessarily require such confrontation. The difference of opinion rarely surfaces; the parties do not establish the topic of discussion, and they do not consult on their viewpoints. While confrontation is often identified as rivalry between companies, this is a misconception, given that the implicit argumentation is actually between the seller and the customer. The real difference of opinion is whether the customer should buy the product or not. As I have mentioned in my introduction, we can also encounter seemingly explicit, but in fact implicit discussions between competing companies: however, in this case, instead of having an actual discussion, their rivalry is still aimed at communicating their arguments towards potential customers².

The second characteristic of decision-making is that the parties have an *equal and appropriate amount of time* to make their arguments. The genre of promotion does not guarantee an equal amount of time for argumentation. The parties often have to consider factors which limit the length of their utterances. For television commercials, for example, the length of commercial spots will determine the length and quality of the arguments these companies can make. Neither nor is the response to promotion always immediate: a customer may choose to buy a product or a service long after the promotion was seen or heard. In implicit argumentation, the criterion of equal and appropriate amount of time cannot be fulfilled, as the reaction and arguments of the passive participant in the discourse are not available. They may consider the

² This situation is similar to Walton's forensic debate, where two participants debate each other, but their main purpose is to convince a third neutral party. (Walton 1989. p. 4)

advertising message intended for them, and may come up with counterarguments, but they may just as well refuse to argue, and therefore the utterances of the parties cannot be compared the basis of this criterion.

The third criterion is that *both parties should be present* for the decision-making. In implicit argumentation, this condition cannot be fulfilled, since there is only one party – the advertiser – who is present for the time of the discourse. Not even the advertiser is directly participating in the discussion; they make their argument in motion picture format. If we encounter a pseudo-explicit discussions between two rivals, we will see that the advertisers make their arguments independently of each other; they do not appear in the same place for the discussion. While rival television commercials may be aired within the same commercial spot that does not equalize the actual appearance of the competing parties.

There are only two of the criteria defining the genre of promotion which are met in full: one that the *discussion should concern one specific issue*; and two, that *the parties should argue in order to facilitate the audience's decision*. The issue in question is whose product or service is better – more desirable – for the customers. Manufacturers are understandably convinced that their product is the best. And companies choose arguments which are suitable for gaining the sympathy of the audience. Based on the above, I am proposing the following definition for promotion as a communication genre: promotion is a (mostly) implicit discussion between the seller and the customer with the primary function to raise arguments concerning one specific issue to facilitate the customer's decision to purchase.

Finally, let us consider the *types of communicative activities*, staying strictly within the categories identified in advertising communication. Kotler & Keller describe four such categories: informative, persuasive, reminder, and reinforcement advertising. (Kotler & Keller, 2006. p. 740.)

3. STAGES OF THE COMMERCIAL COMMUNICATION IN THE TYPE OF IMPLICIT AND PSEUDO-EXPLICIT VERSIONS

As a type of argumentation, advertising communication is also different from critical discussion in its confrontation, opening, argumentation, and closing stages. Here, I will give a short recap of the function of these stages, and then I will present the characteristics of an implicit or

pseudo-explicit discussions within the framework of advertising communication.

In the *confrontation stage*, the difference of opinion between the parties comes to the surface. In an implicit discussion within advertising communication, only the advertiser participates in the argumentation, so the advertiser and their imaginary opponent will never consciously acknowledge their differing opinions. However, the customer's personal presence is not required for the advertiser to be able to imagine the potential arguments against their viewpoint, and respond to them in the argumentation stage. Similarly, the competing companies are not present in a pseudo-explicit discussions, yet the confrontation stage is inapplicable to the genre of promotion, as their opposing viewpoints are natural results of their market positions.

In the *opening stage*, whether it is an implicit or explicit discussion, the parties do not agree on the subject of the discussion, and they do not set a point of departure, because that would also be alien to the genre of promotion. Nor do they agree on the acceptable premises and arguments to be used in the discussion, lay down rules, or set preconditions to moderate the process³. In an implicit discussion, the role of the protagonist is assigned automatically to the advertiser who argues in favor of their product or service. However, the potential customer – who is not participating directly in the discussion – will not automatically become an antagonist – they rather have the role of a passive skeptical listener. In pseudo-explicit discussions, the roles are different. While the advertiser is still defending their standpoint (as the protagonist) and the customer will remain the skeptical listener, the competitor joining the discussion will have the role of antagonist. An example of the missing opening stage and lack of agreement on the topics to discuss would be the pseudo-explicit discussion *Mercedes versus Jaguar* argument, where the parties constantly change their viewpoints. For example, when the Mercedes presented the shock absorber system of their car, the rival Jaguar responded by adding a new aspect – speed – to the discourse.

In the *argumentation stage* of advertising communication – whether it is an implicit or pseudo-explicit discussions – the advertiser makes arguments in favor of their standpoint. In an implicit argument, the customer does not participate in the discussion, and does not necessarily perform any argumentative activity. But even if they did

³ Except the institutional conventions and the rules of Competition Authority etc.

make counterarguments, the advertiser would not find out, since they are not present in the discussion situation simultaneously. Analyzing a pseudo-explicit discussion is easier, given that the parties do respond to each other's arguments. Notably, due to the genre-specific limitations of promotion, the arguments in a pseudo-explicit discussion may not be presented at the same time: the response may sometimes come months later. In some cases, the antagonist party may change the form of communication (responding, for example, to a commercial spot with a still image, like in *Mercedes versus Jaguar*). The platform of the debate may move from Youtube advertisements to billboards or social media. The arguments of advertisers show a tendency of focusing less on adhering to dialectical norms than maximizing rhetorical effect, because advertising as a genre is less conducive of discussing complex arguments and more biased towards rhetorically efficient persuasion techniques. Therefore, these arguments are effective rather than strong. In a pseudo-explicit discussion, the customer does not necessarily perform any argumentation activity.

In advertisements, the *closing stage* of discussions is generally missing. In the closing stage of critical discussion, the parties summarize which standpoints have been defended or disproved. In implicit discourse and explicitly behaving implicit debates, such a simultaneous assessment and a potential admission of the other party's dominance is made unfeasible by the fact that neither of the parties is present in the discourse. Considering Van Eemeren's view that in the closing stage of implicit discussions, even if there is only one debater, they must still assess their own argumentation performance and withdraw the statements which are less well-founded, we can maintain that this is an unrealistic expectation in the case of advertising communication. First, the limitations of advertising as a genre do not allow for expressing long, multi-level arguments. Second, advertisers cannot be expected to evaluate and withdraw a strong argument. Notably, while identifying the stages is a normative requirement just as much as conducting a critical discussion, is rarely fulfilled, because the parties are too insistent on their own standpoints. Van Eemeren states that in advertising communication, "*in an advertisement, the difference of opinion that is to be resolved is whether or not the appraised product should be purchased.*" (Van Eemeren, 2010. p. 235.) While we might presume that Van Eemeren refers to the closing stage here, implying that the inactive party in the implicit discussion also provides an evaluation alongside the purchase, we would be mistaken. First, these events take place at different times; second, since we have no access to the thoughts of the customer, we cannot be sure that they actually purchase a product or a service because of the arguments seen in the

advertisement rather than any other reason. We should also mention a case when the discussion is “extended”: that is, when the authorities start regulatory proceedings, and a legal case unfolds. From a PD and SM perspective, we consider this legal discourse to be a separate discussion. In such cases, the advertiser must present scientific evidence to prove their statements made in the media sphere, and argue in favor of their standpoint. This discussion is characterized by the specifics of legal communication and adjudication: an authorized figure makes a deliberation based on the factual argumentation of the parties.

4. THE VALIDITY CRITERIA OF THE TEN RULES IN THE IMPLICIT AND PSEUDO-EXPLICIT VERSIONS OF THE COMMERCIAL COMMUNICATION

Besides the basic characteristics of argumentation in advertisements, we must also determine the applicability of the ten rules of critical discussion. In this case, I consider advertising communication as multimodal argumentation with visual elements, since advertisements with only visual arguments fall under a different interpretation of the ten PD rules. Let us consider the ten rules in the context of advertising communication. First, I will examine the validity of each rule, and then the fulfilment criteria: whether the parties adhere to these restrictions.

Van Eemeren makes no distinction between explicit and implicit discussions when setting the normative criteria of validity. Based on his categories, I argue that the rules are always valid in explicit discussions, whereas the criteria of validity are not fully met in implicit ones. In his paper, J. Anthony Blair asserts that there are five cases in implicit discussions where PD rules are not valid. (Blair, 1998. p. 335.) While I admittedly agree with him with regard to implicit discussion in advertising communication, there is one more rule that I consider to be problematic.

Below, I will only discuss the rules which fail the validity criterion in the case of implicit discussions.

Freedom rule: In an implicit discussion, the limited presence of the parties allows only certain standpoints to be expressed. Statements in advertisements are one-sided; the advertiser cannot receive counterarguments and cannot respond to them. Blair thinks that arguers in implicit discussions narrow down the range of possible arguments, ignoring them if they are not closely related to their standpoint, they would take too long to elaborate, or they would derail the discourse. (Blair, 1998. 335.)

Burden of proof rule: In advertising communication, the advertiser cannot respond directly to counterarguments, and so they cannot defend their standpoint even if asked to do so. In the heterogeneous audience, there may be people who would dispute their arguments (although potential customers rarely engage in argumentation), but the characteristics of the implicit argumentation prevent them from directly discussing their misgivings. Or, if their counterarguments are unrealistic, the arguer can decide to ignore them. (Blair, 1998. 335.)

Unexpressed premise rule: In an implicit discussion, the arguer is isolated, arguing without direct contact with the audience, so they cannot be held responsible for denying the unexpressed premises presented in their argumentation. (Blair, 1998. 335.) Furthermore, the customer does not necessarily respond to the advertisement with argumentation – so even if we disregard the lack of direct presence, we can presume that the advertiser cannot falsify the implicit premises presented by the customer.

Starting point rule: The audience of an implicit argumentation is not available to agree on the starting point and original premises, and they cannot challenge the arguer for attempting to falsely present them. (Blair, 1998. 335.) Let me note that advertising communication makes it highly unlikely that changes are made to the starting points and premises, given that the advertisement is created long before the audience could even voice their concerns.

Closure rule: Blair thinks that in an implicit argumentation, the lack of direct feedback from the audience may make the arguer reluctant to withdraw their statements or to accept failure at defending their standpoint. As I have already mentioned with regard to identifying stages, in advertising communication, the parties cannot be expected to summarize the argumentation process together: the customer is typically not present in the discourse, and does not necessarily perform argumentation activities.

Although Blair does not question the validity of the standpoint rule, in my view, this criterion is also problematic in implicit discussions.

Standpoint rule: In implicit argumentation, the arguer imagines the potential counterarguments brought by the other party in order to make their statements in opposition to them: in this case, attacking the standpoint means attacking the opposition's standpoint. In implicit discussions, the antagonist cannot respond directly to this

argumentation, so it cannot be decided whether they are actually responding to the original standpoint.

All the other rules (the rules of relevance, validity, argument scheme, and usage) are considered to be valid in implicit argumentation.

I will also examine the validity criteria of the rules in pseudo-explicit discussions. Since such discussions are based on implicit argumentation,

I will start with the five plus one rules previously identified as invalid.

Freedom rule: While implicit discussions did not meet this criterion, our pseudo-explicit ones do. If we break the discourse into two parts, we can see that the rule is inapplicable to the implicit argumentation between the advertiser and the consumer: only one party's standpoint is represented in the argument, and the other party cannot express their concerns. But if another rival company responds directly to the argumentation, the standpoint can be debated, giving validity to the criterion.

Burden of proof rule: Similarly to the previous rule, implicit argumentations do not meet the validity criterion, while the explicit sections of the discourse do. As I have pointed out, the implicitness of the discussion means that the advertiser cannot respond directly to counterarguments, and thus cannot be expected to defend their standpoint if asked to do so. In an explicit setting, however, the rival company often asks the protagonist to defend their position.

Unexpressed premise rule: This rule also presents a duality: the criterion is not met by the implicit argumentation, but when an explicit discussion unfolds, it sometimes becomes applicable. In implicit argumentation, the advertiser is the only participant, and therefore cannot be challenged for denying unexpressed premises. However, in a pseudo-explicit discussion, the rival company entering the discussion may point out that the advertiser has presented an unexpressed premise inappropriately.

Starting point rule: Here, we can see the first difference regarding the validity criteria: neither the implicitly nor the pseudo-explicit sections of the discourse meet this condition. The advertiser cannot directly contact the customer, which means that they cannot agree on the starting premises and they cannot point out if there are any changes throughout the discourse. This rule is similarly invalid in explicit advertising communication, because the advertisers participating in the argument conduct their part of the discourse at different places and

times, meaning that they are unable to settle the starting conditions of the discussion

Closure rule: Similarly to the previous one, this rule is also inapplicable in both the implicit and explicit part of the discussion. The advertiser cannot evaluate the argumentation process with the audience, since the customer is not present in the discourse and does not necessarily engage in argumentation. But while in the pseudo-explicit discussions both rivals put forward their standpoint, their market position makes it impossible for them to openly admit that their competitor won the debate and to retract their standpoint in favor of the opposition. I reiterate here that advertising communication is aimed at selling a product or a service for a profit, which makes the closure rule inapplicable here by definition.

Finally, I look at the validity of the standpoint rule – the one that J. Anthony Blair has found unproblematic – with regard to the pseudo-explicit discussion in advertising communication.

Standpoint rule: The rule is not applicable to implicit argumentation, but it has validity in explicitly behaving implicit ones. In implicit discussions, the advertiser imagines the counterarguments of potential customers and responds to them, and therefore attacking the standpoint means attacking the other party's standpoint. However, in implicit argumentation, the customer cannot respond to the arguments, and thus cannot clarify whether the advertiser is attacking their actual, intended standpoint. In a pseudo-explicit discussions, we have no such problem, since the advertiser can make it transparent to the rival company if they are not attacking the advertiser's actual standpoint.

What we can conclude regarding pseudo-explicit discussions in advertising communication is that there are six rules which are not applicable to the discussion between the consumer and the advertiser, and there are two which are not valid to the argumentation between the advertiser and their competitor.

5. THE APPLICATION OF TEN RULES IN THE IMPLICIT AND PSEUDO-EXPLICIT COMMERCIAL COMMUNICATION

While the ten rules of pragma-dialectics provide a normative framework for argumentation, in practice, the conditions tend to be violated, which consequently infringes on the dialectical norms. I will now discuss the application of these rules to implicit and pseudo-explicit discussions. I will observe their application only where their

validity has been established – if we have excluded their validity, I will not consider how they are applied. First, I am going to discuss the application of the valid rules in implicit argumentation.

Relevance rule: valid, but often violated. In an implicit discussion, the advertiser can defend the point made by the advertisement in other ways, not only by putting forward arguments in favor of their standpoint. The original relevance of the rule is to exclude non-argumentative persuasion techniques from the discussion. If we observe advertising communication, we can conclude that it mostly applies such non-argumentative persuasion techniques that means derailment.

Argument scheme rule: unlike the previous one, this rule is not only valid but also applied to the practice of implicit advertising communication. In implicit discussions, the arguer has no possibility to agree on the general argument schemes with their partner, and therefore arguers are solely responsible for putting forward sound arguments.

Validity rule: similarly, the validity rule is also valid and applied to implicit argumentation. In an implicit discussion, the arguer is only responsible for arguing in favor of their own standpoint, and therefore they must exercise caution in putting forward correct and formally valid arguments.

Usage rule: valid for implicit argumentation but violated in practice. Advertisements are not known for using clear and unambiguous statements; advertisers tend to use multi-modal arguments, which are reconstructed in various individual ways.

Now, I am going to discuss the application of the valid rules to pseudo-explicit discussions.

Freedom rule: valid and applied for pseudo-explicit discussions. If an explicit discourse unfolds in the media sphere, the parties cannot prevent new standpoints or related concerns from emerging.

Burden of proof rule: valid, but this type of argumentation is often violated. The protagonist can be asked to defend their standpoint in the media sphere (as they were, for instance, in the Mercedes versus Jaguar advertisement series) but it is atypical for them to actually respond to the request and prove their standpoint.

Standpoint rule: valid but rarely violated in pseudo-explicit discussions. Advertisements reflecting on each other may attack a distorted opinion

instead of the other party's actual standpoint. Violating the standpoint rule usually serves the interest of the advertisers, who tend to focus on gaining the sympathy of customers in a variety of ways instead of identifying the appropriate standpoint.

Relevance rule: valid and partly violated. Similarly to implicit argumentation, advertisers tend to use unclear phrasing here; their toolset includes persuasion techniques derived from social psychology.

Unexpressed premise rule: although an applicable criterion for pseudo-explicit discussions, it is regularly violated. The unexpressed premises that can be deducted from the standpoints put forward by advertisements are usually reconstructed by the opposing party in an inaccurate, exaggerated, or superficial way.

Argument scheme rule: valid for pseudo-explicit discussions, but sometimes violated. A norm for critical discussion is that an accepted argument cannot be (logically) invalid. In advertising communication, the opening stage of the discussion is missing, and therefore the parties cannot be expected to agree on the valid forms of argumentation. On the other hand, advertisers have a general knowledge of what we consider to be valid arguments, and therefore – without an opening stage – we can expect them to use that knowledge.

Validity rule: valid and partially violated in pseudo-explicit discussions. When rival companies are conducting a discussion in the media sphere, their main goal is to respond to the counterarguments of the potential customer, but they do it in a way as if they were attacking the opposition's standpoint. Therefore, the parties typically fail to adhere to the valid forms of argumentation.

Usage rule: valid for pseudo-explicit discussions, and rarely violated. Instead of using clearly phrased statements, advertisers communicate through visuals (open to individual interpretation) combined with short text (multi-modal arguments). In some cases, they attack their rivals through enigmatic ambiguous messages.

6. SUMMARY

We can conclude that while the standards of critical discussion are only partially met by implicit and pseudo-explicit discussion in advertising communication, the analytical criteria are valid. I argue furthermore that the validity and application criteria regarding the rules of implicit argumentation should be considered valid not only for advertising

communication, but for all other forms of implicit argumentation as well.

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