



## REPORT OF THE ADJUDICATOR

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|-----------------------------------|---------------|
| <b>WASPA Member (SP):</b>         | INTEGRAT      |
| <b>Information Provider (IP):</b> | SAM MEDIA LTD |
| <b>Service Type:</b>              | Various       |
| <b>Complainants:</b>              | Anonymous     |
| <b>Complaint Number:</b>          | 11003         |
| <b>Code Version:</b>              | 10.0          |
| <b>Advertising Rules Version:</b> | 2.3           |

### Complaint

The Complainant had a complaint against one of the services of the SP and highlighted certain aspects pertaining thereto:

“1.No extra content items except for small phrase in blue next to the handset image.

2.Top Subscription Service is very close to main heading and appears obscured as is not on a solid background

3.T&Cs at bottom isn't 12point font size

4.No Double Opt-in CONFIRM button with confirm phrase visible.

Advertisement is in Breach on Bundling as a single content item is displayed.”

In its reply to the IP's response the Complainant stated the following;

“I have read the response and do not agree with the response.

A pic of the Globe is not in any way a content item but, a mere plot in passing this off as one.

Looking at the advertisement the company is referring to the fact that one can track a person via gps signal.

This is just another cob breach as members should not offer a service they cannot support.

In no way does the advertisement give the feel or look of a subscription service.

Thus in conclusion the advertisement is certainly not compliant as will be viewed by the public in the same manner.

I insist this be viewed by an adjudicator for clarity, as also provide clarity on previous code breaches stated in this mail chain.”

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### **Service provider's response**

In its response the SP requested that the Complaint be directed at the IP in this matter.

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### **Information provider's response**

#### **9.2.2.1 T&C Display Rules:**

Formatting& Font Criteria For T&C Text • The T&C text must be in 12 point font size, or 50% of the largest access number on a Web page, whichever is the greater. The T&C must be in a non-serif font • All T&C information must be placed horizontally.

#### **Response:**

The T&C from our tracker service is indeed 12 point font size, and we do not believe that we have breach of any COC as per guideline. However, all our T&C font sizes in the landing pages are standardized and were approved by WASPA's monitor. We constantly ask for advises prior to launching our online campaigns and we strong believed and trust the opinion from the waspa monitor.

#### **Other complaints:**

1. No extra content items except for small phrase in blue next to the handset image.

Response: This is not correct, we display two images, one was on the main page, the second was the globe which was on the bottom middle and we also indicated there are more products by stating “**get this and many others more**”

2. Top Subscription Service is very close to main heading and appears obscured as is not on a solid background.

Response: This is a non-valid complaint as both Subscription Service words were visible and not obscured as per complaint.

3. T&Cs at bottom isn't 12point font size

Response: The existing is 12 point font and we have asked for approval from the waspa's monitor for all our previous services. Our T&C font sizes are standardized for all of our services.

4. No Double Opt-in CONFIRM button with confirm phrase visible.

Response: Not a requirement - double opt in is done through a PIN which is sent to the handset as per the WASPA code.

As happened numerous times before, the above complaint is groundless and seems driven by competitors jealousy and they are trying to compete in the market, these competitors are simply find fault on others and trying to damage others in the playing field. SAM Media LTD always put WASPA COC in mind for all of our services, and to comply fully with the WASPA.

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### **Sections of the Code considered**

11.1.1. Promotional material for all subscription services must prominently and explicitly identify the services as "subscription services". This includes any promotional material where a subscription is required to obtain any portion of a service, facility, or information promoted in that material.

11.1.2. An advert for a content subscription service which includes examples of the content provided as part of that service must include at least two examples of that content clearly displayed, except as provided for in 11.1.3.

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### **Sections of the Advertising Rules considered**

#### **9.2.2 T&C DISPLAY RULES**

##### **9.2.2.1 Formatting & Font Criteria for T&C Text**

- The T&C text must be in 12 point font size, or 50% of the largest access number on a Web page, whichever is the greater. The T&C must be in a non-serif font
- All T&C information must be placed horizontally

#### **9.3.15 SUBSCRIPTION SERVICES:**

##### **(i) Must Use the Words "Subscription Service"**

If the Content provider is providing a continuous, subscription-like or subscription-based service, then the words "Subscription Service" must be prominently displayed as per specification within the advertisement as well as at each Content or service section in the advertisement where various subscription types are displayed.

## Decision

In adjudicating a matter the Adjudicator has to rely on the information submitted and hence presented to him/her. The Adjudicator has taken note of the Complaint and the IP's subsequent response.

After reviewing the debated website in this matter, the Adjudicator came to the conclusion that the font size did in fact not adhere to the 12 point font size as is required by the Advertising Rules. It is in fact in an 11point format and therefore in breach with section 9.2.2.1 of the Advertising Rules.

The Adjudicator is of the opinion that the IP in this matter does conform to section 9.3.15 (i) of the advertising Rules and that the phrase "Subscription Services" is prominently displayed. It is displayed at the top and bottom of the graphic image in a font and colour that satisfies the term "prominently".

The double opt-in allegation by the Complainant does not hold any merit and the Adjudicator is satisfied with the response offered by the IP in this matter.

With regards to the display of at least two examples; section 11.1.2 states that an advert for a content subscription service which includes examples of the content provided as part of that service must include at least two examples of that content clearly displayed...

The Adjudicator is of the opinion that although the IP in this matter did include more than one example, the display of the second example was most definitely not clear. The IP is therefore found to be in partial breach of section 11.1.2.

The Adjudicator does however feel that the Complaint was made merely to stifle business of a competitor rather than preventing consumer harm and that this matter could have been resolved informally, without resorting to the formal complaint procedure, which is costly and time consuming.

The Complaint is partially upheld.

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## Sanctions

In determining an appropriate sanction, the following factors were considered:

- The prior record of the IPs with regard to breaches of the relevant sections of the Code of Conduct; and
- The IPs' subsequent response.

The IP is formally reprimanded for its breach of section 9.2.2.1 of the Advertising Rules and is fined R 10 000-00 for its partial breach of section

11.1.2, payable to the WASPA Secretariat within five (5) working days after receiving notice hereof.