



REPORT OF THE ADJUDICATOR

Complaint reference number:	#20353
WASPA member(s):	Buongiorno SA
Information Provider(s):	Not provided
Membership number(s):	0002
Complainant:	Consumer
Type of complaint:	Advertising and Pricing
Date complaint was lodged:	27 April 2013
Date of the alleged offence:	27 April 2013
Relevant versions of the Code:	12.4 and 13.1 3.1.1 (of Version 12.4) 11.1.1 (of Version 12.4) 14.3.13 of Version 12.4
Clauses considered:	4.2 (of Version 13.1) 7.4 (of Version 13.1) 24.25 (of Version 13.1) 24.29 (of Version 13.1)
Relevant version of the Ad. Rules:	2.3
Clauses considered:	9.2.1.1; 9.2.2.1

Introduction to the Complaint

1. This complaint relates to four promotional campaigns linked to services of the member, all of which were alleged to be misleading.
2. The complaint was assigned for adjudication on 23 October 2013.
3. The initial set of communications and evidence relating of this case appear in the WASPA complaint case file which forms part of the accompanying record.

4. As this report will detail, the complaint gave rise to a number of additional questions being raised by the adjudicator, some of which were answered by the member, some of which remain unanswered.
5. In addition, the requests by the adjudicator for additional information gave rise, in turn, to requests by the member for extensions of time to respond to the questions. Various reasons were advanced by the member in support of the requests for extensions of time including, according to the member, the complexity of the issues. Some extensions were granted, others refused. However, even where information was submitted late, that information was nonetheless considered by the adjudicator.
6. The final set of questions raised by the adjudicator in this complaint also resulted in a request by the member for an extension of time to answer but, after the extension was granted, the member then subsequently refused to answer the additional questions.
7. The responses of the member to the underlying complaint regarding the allegedly misleading promotional materials can essentially be summarised as follows for all but one of the promotional campaigns complained of:
 - 7.1 The member conceded that the four promotional campaigns in question appeared to promote the services of the member, and conceded that some of them were hyperlinked to "landing" pages for services that had been created by the member.
 - 7.2 The member alleged that it was not responsible for the creation or publication of the advertising materials and that it did not know who had caused the advertisements to be published or who had created the links to landing pages that had been created by the member. The member alleged that some other person had acted without its authority in creating the advertisements and that the complaint itself was a vexatious endeavour to discredit the member.
 - 7.3 The member claimed that it had taken certain steps to have some of the advertising discontinued. In this regard, it claimed that it had obtained "certain details" that enabled it to contact the relevant "affiliate network" to request that some of the advertising be discontinued. It also claimed that after it had raised the matter with "the affiliate network", some of the advertising banners that had formed the subject of the complaint thereafter appeared to be linked to "a competitor's website".¹
 - 7.4 The member has, notwithstanding the adjudicator's request, refused to identify "the affiliate network" or the "competitor". In fact, the adjudicator's final requests for this information were met with a letter from attorney Vlad Movshovich of Webber Wentzel Bowens alleging that the adjudicator was "clearly unfit to continue in the role of an objective arbiter of complaints against BSA", calling for the "immediate recusal" of the adjudicator, claiming that the requests for additional information amounted to "a witch hunt", and reserving the member's right to seek "punitive costs" against the adjudicator and WASPA, having regard to what Movshovich alleged was "repeated harassment and other plainly unlawful conduct".²

¹ See pages 136 and 137 of Complaint Record.

² See pages 154 and 155 of Complaint Record.

Decision Regarding Recusal Request

8. The request for a recusal will be dealt with first.
9. No detailed reasons were advanced by the member or its attorney in support of the allegation that the adjudicator was “unfit to continue”. It is possible (and some speculation is necessary since no detailed reasons were given) that the member’s concerns stem generally from adjudicator’s reasons why an extension of time for the member to respond to the initial set of questions posed by the adjudicator on 9 April should be refused and/or that the member’s concerns regarding the adjudicator’s impartiality stems from the nature of further questions posed by the adjudicator.
10. In this regard it is relevant to record that when the first set of questions was initially raised, the member was granted a period of 15 business days (i.e. three full weeks) to respond and not just the usual 5 day period as is customary in complaints of this nature. The member however requested a period of two months to respond to the initial questions and it was that specific request for an extension of time (i.e. from three weeks to two months) that was declined.
11. In support of its request for a 2 month period to respond to the questions, the member cited the “multi-faceted nature” of the requests for additional information and claimed that they required “substantial investigation” and “systematic responses” which could not be done “haphazardly”. The member also referred to upcoming appeals in other matters scheduled to be held in May and August 2014. It is relevant to note that the member did not request that the complaints be held in abeyance pending the outcome of the above appeals, but that it requested until 9 June 2014 to “formulate appropriate responses” to the new complaints “without needlessly prejudicing itself”³.
12. Full reasons were given why the request for a 2 month period to respond to the questions should not be granted⁴. In light of the reasons advanced by the member for the further extension, including the alleged complexity of the issues and the need to “formulate appropriate responses”, I was at pains to point out that a member’s complaints history “***should not prejudice an adjudicator when new complaints present themselves to be adjudicated***”, but that the experience of the member in dealing with a very high number of previous complaints regarding misleading advertising would be “***relevant to determining whether service provider reasonably requires more time to familiarise itself with the provisions of the WASPA Code of Conduct and Advertising Rules, or the formal complaints processes themselves***”. [Own emphasis].
13. Furthermore, even if the member remains of the view that it ought to have been given two full months to respond to the initial questions, it is difficult to see how it has been prejudiced by the refusal of this request.
14. It is also relevant to record that when the member did eventually respond to the questions raised, its response was not at all complex, but quite straightforward in that it simply alleged that it was not responsible for creating or publishing any of the advertisements in question. At the time the request for a 2 month period to

³ See page 107 of Complaint Record.

⁴ See pages 110 - 112 of Complaint Record.

answer the questions was made, the adjudicator was of the view that a three week period was reasonably sufficient to formulate a response to the questions and, even with hindsight, it is difficult to fathom why the member would have needed two full months to formulate its response given the eventual content of the response.

15. In its subsequent answers of 2 September 2014 regarding additional questions concerning the steps taken by BSA to uncover who was responsible for the advertisements, the member stated that ***“BSA denies that any failure to investigate the person responsible for the campaign is a breach of the Code. BSA does not have a positive duty to investigate where it is not responsible for any allegedly misleading conduct. If any such duty should be imposed on anyone, it is probably WASPA as regulator.”***⁵
16. BSA has vaguely claimed that it was able to obtain “*certain details*” that enabled it to contact the relevant “*affiliate network*” to request that the advertising be discontinued. It also claimed that after it had raised the matter with “*the affiliate network*”, some of the advertising banners that had formed the subject of the complaint thereafter appeared to be linked to “*a competitor’s website*”.
17. However, the member has steadfastly refused to provide further information regarding these “*certain details*”, “*the affiliate network*” or the “*competitor*”, or any copies of its communications with the relevant affiliate network, while at the same time suggesting that WASPA may have a duty to investigate these facts.
18. It is conceivably open to any WASPA member to argue that non-compliant advertising for that member’s services were not created by that member, nor by anyone else acting on its authority, but rather by a known or unknown vexatious party or a known or unknown competitor. If members do however know who the “*affiliate network*” is to contact in order to discontinue that advertising, there is undoubtedly a line of enquiry that can be followed to determine who is, in fact, responsible for that advertising.
19. Some of the questions raised in the course of this adjudication were aimed at establishing the veracity of the member’s denials of responsibility for the advertising materials promoting its services and at establishing who might be responsible. Other questions were aimed at establishing whether the member had acted professionally in dealing with the matter, as would generally be required of the member at all relevant times by the overarching requirements of section 3.1.1 of versions 12.1 and 12.4 of the Code (now replaced by section 4.2 of version 13.1).
20. Contrary to Movshovich’s assertions in his letter of 24 October 2014, it does not follow that “*carefully crafted*” questions are indicative of a biased process any more than carelessly constructed questions would be indicative of a fair one.
21. With respect, it is Movshovich who appears to be ‘tilting at windmills’ with his imaginings of a “*witch hunt*” and “*predetermined findings*”.⁶
22. Having regard for all the communications on record in this matter, the member has failed to establish any objective grounds for the recusal of the adjudicator and, on that basis, the recusal request is declined.

⁵ See page 144 of Complaint Record.

⁶ See page 155 of Complaint Record.

Decision Regarding Promotional Material for Ringtones.mob.org Service

23. Of the four promotional campaigns complained of in this matter, the only material which the member (eventually) admitted responsibility for is the promotional banner for the "**Ringtones**" service.
24. A copy of the relevant promotional material, which features an image of the well-known pop star, Katy Perry, was presented by the complainant in her email of 1 May 2013 04:53PM, and has been reproduced without modification below:



*T&Cs apply.
R5/day subscription service

25. In relation to this promotional material, the complainant alleged as follows:

"This [ad] on <http://ringtones.mob.org/> is deliberately deceitful. Note the large white space between the bottom of the [ad] and the small print of "subscription service". I didn't initially see the "subscription service" part – only after scrolling down on the website did I notice it. One is deliberately lured here into subscribing to their service."

26. With regard to the above banner and the date of the complaint, section 11.1.1 of version 12.1 the Code is relevant. This section states as follows (own underlining added):

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.

27. In the course of this complaint, the member has been given repeated opportunities to respond to a potential breach of section 11.1.1 of the Code, both in response to the initial complaint itself, and in response to the following specific comments and questions that were put by the adjudicator to the member on 9 April 2014 in relation to the above advertisement:

[4.4] The Code provides that "[p]romotional 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." [Own emphasis added].

In determining whether the overarching 'prominent' and 'explicit' requirements have been met the Code and Rules provide certain minimum font sizes to be used for displaying access costs in advertisements. Regard must also be given to the introductory paragraphs to the Rules which explain that the individual Rules must be regarded as either obligatory standards or minimum standards. Furthermore the introductory section of the Rules states that "while this document has specific instructions on formatting..... WASPs and their Information Providers may not seek to circumvent these criteria in any way by attempting to exploit any potential loopholes in the Rules where by doing do they may deprive the consumer of the minimum information required to make informed choices as the cost of access to Content/services....".

Taking into account the above, please comment fully on whether or not BSA believes that all the promotional material for this campaign prominently and explicitly identify the services as "subscription services" in line with the Code and Rules? Please provide full reasons for your answers.⁷

28. After several requests by the member for extensions of time to deal with the questions raised, the member initially responded to these questions on 22 May

⁷ See pages 103 of Complaint Record.

2014 and its answer to the above questions was a simple and concise "N/A" (i.e. not applicable).

29. In essence, the member initially treated the "Ringtones" advertising in the same way that it treated the other three campaigns that had been complained of, i.e. by alleging that it was not responsible for any of the advertising and therefore was not obliged to answer questions regarding the advertising itself.
30. Further questions regarding the campaign were then raised on 24 July 2014 as follows:

"The adjudicator's understanding of the responses of BSA is that BSA is of the belief that some unauthorised third party has been running adverts for BSA services.

11.1 Is BSA aware of the identity of the person causing promotional campaigns for BSA services to be published?

11.2 If the answer to 11.1 is yes, then who is that person and what relationship, if any, does that person have with BSA?

11.3 If the answer to 11.1 is no, then what steps, if any has BSA taken to identify the person and when were those steps taken? Please detail all steps and advise of the outcome of any such investigations.

11.4 BSA is also requested to answer the questions 4.3 to 4.7 posed on 9 April irrespective of whether the answer to 11.1 is yes or no."⁸

31. The member eventually responded to these further questions on 2 September 2014 and, this time, finally admitted that ***"the banner was created by BSA and published with its authority"***.⁹
32. The member went on to explain and describe how the banner is just one step in a subscription process and stated further, inter alia, that ***"the banner is an advertising hook and cannot be expected and, under the Code, is not required to contain all the information about the service in question."*** The member went on to state that ***"in any event, the banner in question (even if taken in isolation) clearly makes reference to subscription services and sets forth the subscription price"***.¹⁰
33. This is not the first time that the member has raised this particular argument. It raised the same argument, along with some additional submissions relating to the principle of *caveat subscriptor* in relation to complaints 15477, 15722, 16851, 16977, 17184 and 17236 where the member argued that during the course of a multi-stage subscription process, a consumer would come to a ***"growing realisation"*** of the nature of the member's offerings. These arguments were rejected by Appeals Panel in its combined report on the above complaints published on 31 October 2013.
34. Whether the banner in question is used simply an ***"advertising hook"*** (as claimed by the member), or as one part of a multi-stage process, or to ***"lure"***

⁸ See page 130 of Complaint Record.

⁹ See page 140 of Complaint Record.

¹⁰ See page 141 of Complaint Record.

consumers” (as alleged by the complainant) is not determinative of the question as to whether section 11.1.1 of the Code has been breached.

35. Section 11.1.1. applies to any promotional material used by a member where a subscription is required to access any service promoted in that material.
36. The banner in question falls squarely within the ambit of section 11.1.1.
37. The WASPA Appeals Panel also considered the “prominence” requirements of section 11.1.1 in its combined report on complaints 15477, 15722, 16851, 16977, 17184 and 17236 and held that ***“[t]he Advertising Rules effectively give much needed substance to many of the Code’s prominence requirements by expanding on those requirements in many respects. The two frameworks have developed at different paces over the years and may well be due for a co-ordinated update but contrary to the Appellant’s (SP’s) assertions that adjudicators should have limited themselves to the Code’s “prominence” provisions, our view is that adjudicators are correct to look to the Advertising Rules for clarity on what those prominence requirements are, where appropriate”.***
38. As a guideline the Appeals Panel held that they consider the ***“position, size and colouring of the text informing a consumer to be important when deciding whether the text is sufficiently prominent to comply with clause 11.1.1 of the Code as read with chapter 9 of the Advertising Rules.”***
39. I agree with the complainant that the campaign was deceptive and likely to mislead. In my view, and based on the evidence presented in this complaint, the subscription information on the advertisement in question is not prominent and the material breaches section 11.1.1 of the Code.

Decision on the Remainder of the Campaigns

40. On the information before me, including the denials of the member, I am unable to make any factual finding as to who is responsible for the publication of the three other advertising campaigns complained of. The complaints against the member of misleading advertising in relation to these three campaigns are therefore dismissed for lack of proof of authorship or responsibility for publication.
41. In light of the apparently conflicting initial responses of the member in relation to the Ringtones service, and its refusal to answer all further questions in relation to the other services complained of, I should mention that I have made no finding regarding the veracity of the member’s allegations regarding who may actually be responsible for publishing the three other campaigns, nor have I made any findings as to whether the advertising used in those campaigns was misleading or breached the Code in any respect.

Sanction Regarding Advertising for the “Ringtones” Service

42. I have had regard for the prior adjudication record of the member. For the avoidance of doubt I have not considered any complaints upheld by WASPA

against other companies trading as “Boungiorno South Africa” and “Boungiorno UK”. However, I have considered previous complaints that been upheld against the member, “Boungiorno SA”. It is beyond the scope of this report to discuss each and every one of those complaints in any detail, suffice it to say that the member has been held to be in very serious breach of the Code of Conduct on many occasions and several very large fines have already been imposed with fines in some complaints having reaching several hundred thousand rand.

43. Repeated breaches of the Code are very damaging to the reputation of an industry that is already the subject of consumer frustration, not to mention the constant watch of consumer protection journalists'. The purpose of WASPA was stated in paragraph 1.2 of Version 12.4 the Code as being “to ensure that members of the public can use mobile services with confidence, assured that they will be provided with accurate information about all services and the pricing association with those services”.
44. The very purpose of the Code of Conduct has been repeatedly undermined by the member and numerous findings of breach and significant sanctions have not prevented the SP from persisting in repeatedly breaching the Code.
45. I have therefore considered whether the mere imposition of another fine against the member is insufficient sanction and whether a point has been reached where suspension or expulsion from WASPA is appropriate, particularly for another breach of the Code regarding non-compliant advertising for the member's subscription services.
46. In light of the nature of the defence raised by the member to the complaint regarding its Ringtones service (i.e. that its promotional materials should be viewed as a whole), had the Appeals Panel Report in complaints 15477, 15722, 16851, 16977, 17184 and 17236 been published prior to the institution of the present complaint, that may have been immediately determinative of the above question. As it was, the Appeals Panel Report was published shortly after the complaint regarding the “Ringtones” advertising arose.
47. I regard the date of publication of the Appeals Report in 15477, 15722, 16851, 16977, 17184 and 17236 to be relevant when determining whether the member's conduct amounts to what can be described as an egregious breach in direct violation of a ruling made by WASPA's highest complaints body and when determining whether the member should receive the ultimate sanction of being permanently expelled from WASPA.
48. In this matter, and based on the date on which the above Appeals Panel ruling was published, I have decided that permanent expulsion from WASPA should not be imposed.
49. The only other mitigating factor weighing against the heaviest of sanctions is that this complaint does not address a situation where the complainant (or body of complainants) alleges to have suffered substantial loss.
50. However, for the several reasons that are set out below, I find that a significant sanction is both justified and called for.
51. Firstly, it is a matter of record that the member has breached the advertising requirements for subscription services on numerous previous occasions, including section 11.1.1 in particular.

52. Secondly, although the member lodged an appeal against the findings in complaints 15477, 15722, 16851, 16977, 17184 and 17236, *inter alia*, on the basis that not all promotional material for a subscription service needs to comply with section 11.1.1, the member itself had previously conceded that section 11.1.1 is directly applicable to banner advertising. Some limited examples are cited below:
- 52.1 In complaint 11863, it was found that a particular banner advert did not comply with section 11.1.1. In that complaint, the member did not argue that the banner should not be viewed in isolation, but conceded that section 11.1.1 applied to the banner itself, notwithstanding the existence of other promotional pages in the subscription sign up process.¹¹
- 52.2 In complaint 16479 the member argued that its banners contained the requisite information “as is required by the Code and the Rules”¹² and in fact distinguished its banners from other pages in its promotional campaign “into which our banners link”.¹³
53. Notwithstanding the outcome of any pending appeal, the member must have known that it continued to market its subscription services in a non-compliant manner at its own significant risk.
54. Thirdly, the initial responses of the member to the questions posed in relation to the Ringtones complaint do not evidence a high degree of effort by the member to efficiently resolve the complaint in relation to the Ringtones service advertising.
55. Fourthly, I have agreed with the complainant that the positioning of the subscription information and pricing for the service was indeed deceptive and likely to mislead. I find this to be a very serious breach of the Code given the experience of the member, the very high number of previous complaints upheld against it for non-compliant promotion of subscription services and the relative ease with which section 11.1.1 of the Code could have been complied.
56. Fifthly, I have had regard for the fact that the provisions of the Code designed to ensure that consumers are made acutely aware of the costs and nature of subscription services before they are “hooked” by advertising are key provisions of the Code when it comes to safeguarding the interests of consumers and in upholding the reputation of the WASP industry as a whole.
57. Sixthly, in light of the many fines already imposed against the member in the past, several of which I regard as “heavy” fines, it appears as though the mere imposition of another fine is insufficient deterrent to dissuade the member from further breaches of the Code. It is important to avoid a situation where fines simply become an indirect cost of running commercial campaigns in a non-compliant but otherwise profitable manner.
58. Of paramount concern is the protection of consumers against deceptive marketing.

¹¹ See paragraphs 17 – 21 of the Adjudication Report in complaint 11863 and paragraph 6.2.2 of the member's concession in response to the initial complaint.

¹² See report at <http://old.waspa.org.za/code/download/16479.pdf>

¹³ See paragraphs 6.1 and 10 of the members response as contained at pages 2 and 3 of the report at <http://old.waspa.org.za/code/download/16479.pdf>.

59. Therefore, in the light of all relevant circumstances, while I have found that the member should not be permanently expelled from WASPA, I find that the member should be fined R100 000 and its membership of WASPA suspended for a period of 3 months.

Further Issues Arising in the Course of the Complaint and Referral Back to the WASPA Secretariat

60. The conduct of the member in the course of this complaint has raised a number of specific concerns which should be referred back to the Secretariat for further consideration regarding potential additional breaches of the Code not originally contemplated at the time the complaint was initially lodged and responded to.
61. The member has, in particular, refused to respond to a number of questions raised in relation to the three other advertising campaigns that were also complained of in this matter.
62. In this regard, it is worth repeating that on 10 October 2014, Movshovich wrote to WASPA and requested an extension of time to answer the final set of questions posed, stating that:

“In relation to the adjudicator's further questions, we note that the questions are convoluted and complex, relate to numerous alleged campaigns and require BSA's careful consideration and investigation, which cannot take place in the very limited time period afforded to BSA. In the circumstances, it is imperative that an extension is granted until, at least, 27 October 2014.”¹⁴

63. The requested extension was granted, and then on 24 October 2014, Movshovich wrote again, but this time communicating that his client was ***“not prepared to participate in this witch-hunt”***.
64. Movshovich stated that ***“[t]he Further Questions amount to nothing other than impermissible interrogation and cross-examination of BSA. There is no warrant for it under the WASPA Code of Conduct to the extent that such Code is lawful.***

BSA has sought to co-operate with every request put to it by the adjudicator and to provide responses, even where it was not obliged to do so in law and where the requests were excessive.

The Further Questions, however, exceed all conceivable bounds of propriety and reasonableness. Our client is forced to incur massive legal costs in responding to a myriad of questions which are not permitted under the Code, under the guise of the adjudicator obtaining further “information”. What the adjudicator is transparently attempting to do is to pose leading questions and carefully crafted queries in the hope of establishing a factual basis (which does not exist) to support his/her predetermined findings of guilt.”¹⁵

¹⁴ See page 153 of Complaint Record.

¹⁵ See pages 154 and 155 of Complaint Record.

65. It should also be noted that the member initially claimed that questions regarding the “Ringtones” campaign advertising were also not applicable to it. However, in response to the detailed further questions raised, the member subsequently conceded that it had in fact created and published the campaign. If the further detailed questions posed on 24 July 2014 had not been raised, this truth would not have come to light and the complaint regarding the “Ringtones” campaign would not have been properly resolved.
66. In its answers of 2 September 2014 regarding questions concerning the steps taken by BSA to uncover who was responsible for the advertisements, the member stated that ***“BSA denies that any failure to investigate the person responsible for the campaign is a breach of the Code. BSA does not have a positive duty to investigate where it is not responsible for any allegedly misleading conduct. If any such duty should be imposed on anyone, it is probably WASPA as regulator.”***
67. WASPA is a voluntary association. It is not a court of law, there is no evidence-leader in the adjudication process and neither WASPA nor an adjudicator has any powers to subpoena information at pain of criminal sanction. A key purpose of the association is to ensure that members operate according to ethical and reasonable business practices. Persons who choose to join the association voluntarily submit themselves to the Code of Conduct. In this regard, Section 24.29 of the Code (Version 13.1) provides that:

*An adjudicator may ask WASPA to request that the complainant, the member, or both, furnish additional information relating to the complaint. A party requested to provide additional information **must provide that information** within five working days. If the party so requests, an extension to this time period may be given at the discretion of WASPA.*

(Own emphasis added).

68. As outlined elsewhere in this report, some of the questions raised in the course of this adjudication were aimed at establishing the veracity of the member's denials of responsibility for the advertising materials promoting its services and at establishing who might be responsible. Other questions were aimed at establishing whether the member had acted professionally in dealing with the matter, as was required of the member at all relevant times by the overarching requirements of section 3.1.1 of versions 12.1 and 12.4 of the Code (now replaced by section 4.2 of version 13.1).
69. If members know who the “affiliate network” is to contact in order to discontinue certain advertising, there is undoubtedly a line of enquiry that can be followed to determine who is, in fact, responsible for the advertising. By not providing relevant information regarding the affiliate network or its communications with that network, the member withheld information that could have been of assistance to that line of factual enquiry.
70. With due regard for the fact that versions 12.1, 12.4 and 13.1 of the Code have all been in effect at different times from the date on which the complaint was made, I now refer the following issues back to the Secretariat for further consideration:
- 70.1 whether the initial responses by the member regarding the non-applicability of the adjudicator's questions regarding advertising for the

“Ringtones” service amounted to providing “incorrect information” in response to a complaint or a request to provide information as contemplated by section 14.3.13 of Version 12.1 or 12.4 of the Code and/or section 24.25 of Version 13.1;

70.2 whether the refusal of the member to provide information in its possession or to answer various questions in the course of the adjudication process amounted to a breach of:

70.2.1 section 3.1.1 of Version 12.1 or 12.4 of the Code and/or section 4.2 of Version 13.1;

70.2.2 section 7.4 of Version 13.1; and/or

70.2.3 section 24.29 of Version 13.1