



## REPORT OF THE ADJUDICATOR

<b>WASPA Member (SP)</b>	MobileNOBO
<b>Information Provider (IP)</b> (if any)	
<b>Service Type</b>	Subscription service
<b>Source of Complaints</b>	Anonymous
<b>Complaint Number</b>	8344
<b>Date received</b>	4 January 2010
<b>Code of Conduct version</b>	8.0

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### Complaint

The complainant alleges that the SP is offering a free (or bonus) item of content to entice users into joining a subscription service. The user is able to choose a specific free item of content, but is then also subscribed to the service.

The complainant alleges that the SP has contravened sections 11.1.2 and 11.1.3 of the WASPA Code of Conduct.

An example of the promotion has been provided and was accessed at the following web page: <http://meta.mobilenobo.com/c/ZA/games?s=basketball&m=meta>

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### SP's response

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The SP has argued that the campaign mentioned is not part of a competition or a quiz. Furthermore it is clearly written in several places that this is a subscription service.

Only first time subscribers can get one of the games offered as a bonus with their subscription.

All the games shown on the landing page are examples of actual content. Following the arrows under the image will allow more examples of content provided to be viewed. Any one of these games are part of the subscription service and are examples of content available.

The SP states that it has already replaced the word “free”, which was originally used in the campaigns, with the word “bonus”.

This subscription service includes five downloads monthly and with the first signup the users gets one more as a bonus. This is clearly stated in the text at the bottom of the page.

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### **Complainant's reply**

The complainant argues that the SP is bundling a specific content item with a subscription service. The fact that the specific content item is free (or a bonus item) does not change the fact that it is a specific content item that is used to initiate a subscription service.

The text clearly reads CHOOSE YOUR GAME. This deceives customers into believing they are only buying that specific item of content.

This offer is still in breach of the code and the complaint can therefore not be closed.

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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. Any request from a customer to join a subscription service must be an independent transaction, with the specific intention of subscribing to a service. A request from a subscriber to join a subscription service may not be a request for a specific content item and may not be an entry into a competition or quiz.

11.1.5. Customers may not be automatically subscribed to a subscription service as a result of a request for any non-subscription content or service. Customers may not automatically be subscribed to a subscription service without specifically opting in to that service.

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## **Decision**

I have viewed the examples of the promotional material which is the subject of this complaint and I am satisfied that the SP has complied with sections 11.1.2 and 11.1.3 of the WASPA Code.

It is clearly stated that this is a subscription service and that the content advertised is one of many games that can be accessed. It is also clearly explained how a first time subscriber can enjoy the benefit of obtaining a bonus game when joining the service.

I am also satisfied that more than one example of the content offered through the service has been given by the SP.

The complaint is accordingly dismissed.