



## Report of the Adjudicator

Complaint number	<b>#57713</b>
Cited WASPA member	<b>OnMobile Global SA Ltd</b>
Source of the complaint	<b>WASPA Compliance Department</b>
Complaint short description	<b>Non-display of pricing information Incorrect marketing</b>
Date complaint lodged	<b>30 September 2022</b>
Date of alleged breach	<b>9 September 2022 and 16 September 2022</b>
Applicable version of the Code	<b>17.2</b>
Clauses of the Code cited	<b>12.1, 15.4, 15.5, 18.4, 18.9 (a), (b), (c) and 23A.5</b>
Related complaints considered	<b>None</b>
Fines imposed	<b>Fine of R25 000.00 for the breach of Clauses 12.1, 15.4, 15.5, 18.4, 18.9 (a), (b), (c) and 23A.5.</b>
Other sanctions	<b>None</b>
Is this report notable?	Not notable.
Summary of notability	N/A

## Initial complaint

1. Whilst monitoring, testing services and conducting compliance checks of test results, the WASPA Compliance Department identified two instances where a service did not comply with the requirements as set out in the WASPA Code of Conduct (the Code).

### First Instance

2. On 9 September 2022 a tester was browsing on an entertainment website with the following URL: <https://www.cinemablend.com/> using a test device on the MTN network.
3. The tester clicked on a banner advertisement with the following text:  
  
***“Play Quiz and Win Air Time”.***
4. The tester was directed directly to the MTN Network Hosted Confirmation Page (NHCP) for a subscription service called Quiz Up from Onmobile charged at R4.00 per day. No landing page was presented or interacted with.
5. The tester clicked on the **“Confirm”** button and the subscription acquisition process was completed.
6. The tester was directed to a confirmation page and clicked on the **“Continue”** button which directed the tester to the Quiz Up subscription service homepage. Screenshots were provided to show the trail.
7. The tester elected to stop the test at this point, as there were multiple breaches of the Code during the subscription acquisition flow for the Quiz Up subscription service from Onmobile.
8. In summary:
  - a. The banner advertisement {Screenshot 1} which, when clicked on, triggered the MTN confirmation page and therefore qualified as the ‘call-to-action’, but did not display any pricing information.
  - b. The banner advertisement, read with the confirmation page, is misleading as it creates the impression that by playing a quiz, winning airtime is a certainty, and that the tester must merely play a quiz to claim the airtime, and/or it is not made clear that winning airtime is ancillary to the tester subscribing to a service.

- c. The information required for a promotional competition was not provided.
  - d. There was no subscription service landing page as required for a service on the MTN network.
  - e. The full terms and conditions did not mention anything relating to winning airtime or competition terms (<https://quizup.onmohub.com/camtsaf/info/tnc/1>).
9. This subscription acquisition flow for the Quiz Up subscription service at R4.00 per day did not comply with the provisions of the Code. The following clauses of the Code had been breached: Clause 12.1, 15.4, 15.5, 18.4, 18.9 (a), (b), (c) and 23A.5.

### **Second Instance**

10. On 16 September 2022 a tester was browsing on a ringtones website with the following URL: <https://okbaza.net/en/ringtone/55640/> using a test device on the MTN network.
11. The tester clicked on an advertisement banner with the following text:
- “PLAY ONLINE GAMES ANYTIME  
Play Compete and Win Air Time”***
12. The tester was directed directly to the MTN Network Hosted Confirmation Page (NHCP) for a subscription service called Quiz Up from Onmobile charged at R4.00 per day. No landing page was presented or interacted with.
13. The tester elected to stop the test at this point, as there were multiple breaches of the Code during the subscription acquisition flow for the Quiz Up subscription service from Onmobile.
14. In summary:
- a. The banner advertisement which, when clicked on, triggered the MTN confirmation page and therefore qualified as the ‘call-to-action’, but did not display any pricing information.
  - b. The banner advertisement appeared to relate to a competition, and by clicking on it, will enter you into a competition for winning airtime, whereas in reality it directed the tester to a confirmation page for a subscription service that related to a Quiz game.
  - c. There was no subscription service landing page as required for a service on the MTN network.
  - d. The wording used on the ad banner suggested that winning was a certainty.

- e. The full terms and conditions did not mention anything relating to winning airtime or competition terms (<https://quizup.onmohub.com/camtsaf/info/tnc/1>).
15. This subscription acquisition flow for the Quiz Up subscription service at R4.00 per day did not comply with the provisions of the Code. The following clauses of the Code had been breached: Clause 12.1, 15.4, 15.5, 18.4, 18.9 (a), (b), (c) and 23A.5.
- 

### **Member's response**

16. The Member responded to the Complainant's complaint in an email on 19 October 2022 and submitted that they had currently stopped promotions on the service and had raised to the SDP provider the issue leading to a single confirmation page as they were only using the link that was provided to them by the SDP partner of MTN South Africa.
17. The Member undertook to ensure that the pricing as well as other items such as Terms and Conditions that apply will be present on all banners.
18. They were going to correct all artwork that may appear misleading before resuming promotions. All their traffic is Google traffic since they had stopped all affiliate marketing
19. They were planning on resuming promotions of the service sometime in November 2022.
- 

### **Complainant's response**

20. The complainant was informed of the Member's response but did not wish to add any additional information.
- 

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

- 12.1. *For any web page, pricing information does not need to be displayed for services which are free or which are billed at standard rates, provided that the mobile network operator does not prescribe any specific advice of charge requirements. For all other services, where there is a call-to-action, pricing information must be clearly and prominently displayed adjacent to the call-to-action.*
- 15.4. *A member must not require that a customer join a subscription or notification service in order to claim an existing reward, to be able to redeem existing loyalty points or to*

*claim a similar benefit. (Example of incorrect marketing: “to claim your prize, join this service”.)*

15.5. *A member may offer an incentive for joining a subscription or notification service, provided that it is clear that the benefit only applies once the customer has joined the service. (Example: “if you join this subscription service, you will be entered into a monthly draw for a prize”.)*

18.4. *An offer to participate in a promotional competition must clearly state:*

*(e) the closing date for the competition;*

18.9. *Promotional competitions must not:*

*(a) use words such as “win” or “prize” to describe items intended to be offered to all or a substantial majority of the participants;*

*(b) exaggerate the chance of winning a prize;*

*(c) suggest that winning a prize is a certainty; 23A.5. Subscription services must have a landing page prior to the confirmation step. An advert for a subscription service may not send a customer directly to a confirmation page but must link the customer to a landing page for the service. A landing page:*

*(a) must clearly show the pricing information for the service;*

*(b) must contain a link to, or the URL of, the Ts&Cs for the service;*

*(c) must not have a misleading call-to-action (such as “download” instead of “subscribe” or “join”);*

*(d) must not mislead by presenting examples of content not available as part of the service;*

---

## **Decision**

21. It is clear from the Member’s response that they do not deny the breach of the WASPA Code of Conduct as listed in the formal complaint but submitted that they had stopped the promotions until the non-compliance of the Code had been corrected.

22. While there are two instances listed as found by the tester on 9 September 2022 and on 16 September 2022 it will be regarded as one ongoing breach of the Code until the promotional competition was terminated by the Member.
  23. Consequently the Member is found to have breached:
    - 23.1. Clause 12.1 for failing to provide clear and prominent pricing information;
    - 23.2. Clause 15.4 in that the customer was required to join a subscription service in order to claim an existing reward;
    - 23.3. Clause 15.5 in that the Member did not make it clear that the benefit only applied once the customer had joined the service;
    - 23.4. Clause 18.4 in that the offer to participate in the promotional competition did not clearly state the closing date for the competition;
    - 23.5. Clause 18.9 (a), (b) and (c) in that the promotional competition used the word “win” to describe the item offered to all or a substantial majority of the participants, exaggerated the chance of winning a prize and suggested that winning a prize was a certainty.
    - 23.6. Clause 23A.5 in that there was no landing page prior to the confirmation step.
- 

## **Sanctions**

24. In my view the non-compliance by the Member all relates to an ongoing offering of a non-compliant subscription service and a non-compliant promotional competition and therefore one fine of R25 000.00 (twenty five thousand rand) is being imposed for the cumulative breach of Clauses 12.1, 15.4, 15.5, 18.4, 18.9 (a), (b), (c) and 23A.5.
  25. No other sanctions are imposed.
- 

## **Matters referred back to WASPA**

None

---