



Report of the Adjudicator

Complaint number	#61341
Cited WASPA Members	Gameloft Membership no: 2045
Notifiable WASPA Members	N/A
Source of the complaint	WASPA Compliance Department
Complaint short description	Non-compliant pricing information Non-compliant access to terms and conditions
Date complaint lodged	2025-06-13
Date of alleged breach	2025-05-05 and 2025-05-06
Applicable version of the Code	17.12
Clauses of the Code cited	5.1, 5.4, 5.5, 5.6A, 8.7, 12.5(b), 22.4
Related complaints considered	Not applicable.
Fines imposed	The Member is fined R10 000.00 for the breach of clauses 5.1, 5.5, 5.6A, 8.7, 12.5 and 22.4 of the Code.
Other sanctions	N/A
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 (“the Complainant”) identified a service which they believed did not comply with the requirements as set out in the WASPA Code of Conduct (“the Code”).
2. An outline of the test results are set out in Annexures A and B below.

ANNEXURE A – MANUAL TEST:

3. On or about 5 May 2025 at around 15:08 a tester used a test device with MSISDN +27[REDACTED] to conduct a manual test on the MTN network.
4. The tester:
 - 4.1. Switched on the video recorder to show the date, time, and network.
 - 4.2. Checked the airtime balance: **Airtime: R200.00.**
 - 4.3. Checked that there were no active subscriptions: **Y’ello. Kindly note that you do not have any active Subscriptions Services on your number.**
 - 4.4. Cleared the browsing history.
5. The tester typed the following URL into Google Chrome: <http://flizzy.com/pubg-mobile-lite-bc-generator-without-human-verification/> and was directed to the site.
6. The tester clicked on the banner advertisement which included the following information:

*“The challenge is at your feet
Reach the pro level with the official game of Barca, PSG and Arsenal.
Gameloft...”*
7. The tester was directed to the landing page for the Gameworld subscription service charged at R20.00 per week.
8. The tester clicked on the ‘JOIN NOW’ call-to-action button and was directed to the MTN network hosted confirmation page for the Gameworld subscription service charged at R35.00 per week.
9. The tester clicked on the ‘Confirm’ button and was directed to a page confirming the subscription to Gameworld charged at R35.00 per week. The tester clicked on the

'Continue' button with the intention of accessing the service but was directed to an error page.

10. The tester checked the message inbox and confirmed that a Welcome Message had been received.

11. The tester:

11.1. Checked the airtime balance: **R165.00**

11.2. Checked the active subscriptions: **MTN GAMEWORLD**

It was noted that R35.00 worth of airtime had been deducted despite the landing page promoting the first day as free of charge.

12. The tester used the link in the Welcome Message to access the subscription service for which money had been deducted but was directed to an error page.

13. With no method to access the subscription service, the tester used the USSD self-help portal to unsubscribe from the active subscription service and received an unsubscribe confirmation message.

14. The tester confirmed that the subscription had been cancelled and ended the test.

15. The relevant screenshots and links for the above were provided.

16. In summary it was submitted that:

16.1. Different pricing information was provided on the landing page (R20.00/week) and the confirmation page (R35.00/week).

16.2. The tester was not able to access the service for which money had been deducted.

16.3. Money was immediately deducted despite the landing page promoting the first day as free of charge.

17. It was submitted that the Member had breached clauses 5.1, 5.4, 5.5, 5.6A and 8.7 of the Code.

ANNEXURE B – MANUAL TEST:

18. On or about 6 May 2025 at around 16:31 a tester used a test device with MSISDN +27[REDACTED] to conduct a manual test on the MTN network.
19. The tester:
 - 19.1. Switched on the video recorder to show the date, time, and network.
 - 19.2. Checked the airtime balance: **Airtime: R165.00.**
 - 19.3. Checked that there were no active subscriptions: **Y’ello. Kindly note that you do not have any active Subscriptions Services on your number.**
 - 19.4. Cleared the browsing history.
20. The tester accessed the Google Play Store and selected the downloaded “*Kids Animal Sounds & Games*” app. The tester was directed to the homepage of the app. The tester briefly viewed the content catalogue, which included various games and content specifically designed for children.
21. The tester clicked on a banner advertisement for “*Classic Adventure Games*” at the bottom of the page.
22. The tester was directed to another catalogue of games and selected one of the games. Again, majority of the games were designed for use by children or would reasonably be attractive to children. The tester was directed to a page advertising “*Disney Getaway Blast*” charged at R5.00 per day. The tester clicked on the ‘*OPEN*’ button at the bottom of the page.
23. The tester was directed to a landing page for “*Disney Getaway Blast*” charged at R20.00 per week.
24. The tester clicked on the ‘*JOIN NOW*’ call-to-action button and was directed to the MTN network hosted confirmation page for the Gameworld subscription service charged at R35.00 per week.
25. The tester clicked on the terms and conditions link at the bottom of the page, but nothing displayed. The tester returned the MTN network hosted confirmation page and clicked on the ‘*Confirm*’ button. The tester was directed to a page confirming the subscription to Gameworld charged at R35.00 per week.
26. The tester clicked on the ‘*Continue*’ button but after waiting for some time, the page did not load.

27. The tester checked the message inbox and confirmed that a Welcome Message had been received.

28. The tester:

28.1. Checked the airtime balance: **R130.00**

28.2. Checked the active subscriptions: **MTN GAMEWORLD**

It was noted that R35.00 worth of airtime had been deducted despite the landing page promoting the first day as free of charge.

29. The tester used the link in the Welcome Message to access the subscription service for which money had been deducted but was directed to an error page.

30. With no method to access the subscription service, the tester used the USSD self-help portal to unsubscribe from the active subscription service and received an unsubscribe confirmation message.

31. The tester confirmed that the subscription had been cancelled and ended the test.

32. The relevant screenshots and links for the above were provided.

33. In summary it was submitted that:

33.1. The tester was engaging with an application that was specifically designed for use by children - Kids & Animal Sounds - where a banner advertisement for a subscription service was placed. The banner advertisement initiated the flow that led to a subscription to Gameworld charged at R35.00 per week. A screenshot of the application description is provided below and can be accessed here: https://play.google.com/store/apps/details?id=com.kidsfungame.animalsounds&hl=en_ZA.

33.2. Different pricing information is provided on the advertisement (R5.00/day), the landing page (R20.00/week) and the confirmation page (R35.00/week).

33.3. The link to the terms and conditions does not work.

33.4. The link to the terms and conditions does not work.

33.5. Money was immediately deducted despite the landing page promoting the first day as free of charge.

34. The Complainant submitted that the Member had breached clauses 5.1, 5.4, 5.5, 5.6A, 8.7, 12.5 and 22.4 of the Code and should be held liable for their non-compliant service.

Member's response

35. The Member appreciated the opportunity to respond formally and provide context around the matters raised in the complaint.

Context Around Pricing and Campaign Management

36. The Member submitted that the period in question coincided with a change in the pricing structure of the service, which was part of a broader update coordinated with the mobile operator, MTN.
- 36.1. During this transition, they intentionally paused all campaigns to ensure users were not presented with inconsistent information regarding service pricing.
- 36.2. While the landing page (LP) and banner creatives were in the process of being updated on their side, the final payment confirmation pages (hosted and managed by MTN) had already been updated with the correct price, ensuring pricing transparency at the actual point of billing.
- 36.3. This transition period may have caused residual impressions of legacy banners or LPs, despite campaigns being on hold, but no active acquisition was taking place.

Clarification on Portal Access Issues

37. The Member submitted that the link referenced in the complaint screenshot (which includes "mtngold") is not owned or managed by the Member.
- 37.1. This link is managed by MTN's billing platform provider, and it acts as an intermediate redirection before users land on the Member's service portal.
- 37.2. As a result, any access issues or downtime experienced on this link are outside of the Member's control.
- 37.3. The Member does actively monitor the user journey and, where disruptions are observed, they raise these with MTN or their partners for resolution.
- 37.4. The Member wanted it to be clear that they do not and never would, intentionally restrict access to users who have subscribed to their services.

Clarification on Ad Placement and Targeting

38. The Member submitted that they could not retrieve the specific placement related to the ad banner seen in a children's app, as the complaint references content from May 2024.

39. However, the Member would like to clarify:
- 39.1. The ad in question was delivered via Google Ads, where they selected “Family content” as part of a broad targeting strategy, not to specifically target children, but to maximise general inventory reach.
- 39.2. Removing this category would significantly reduce their campaign visibility across legitimate channels.
- 39.3. They do not directly target children, and they adhere to ethical marketing standards.
40. The Member encourages WASPA to alert them in real time to any banner placements of concern. They are committed to immediate investigation and action where needed.

Commitment to Compliance and User Experience

41. The Member submitted that they are committed to maintaining high standards of service, transparency, and ethical marketing.
- 41.1. The situation described in the complaint arose during a temporary service pricing transition, not as a result of negligence or intentional misconduct.
- 41.2. They paused campaigns proactively during this time to avoid user confusion or poor experience.
- 41.3. They regularly monitor service delivery, and when issues outside their control (e.g., URL accessibility or operator-side downtime) arise, they take swift steps to escalate and resolve them.
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Complainant’s response

42. The Complainant submitted that they had reviewed the original complaint as well as the Member’s submissions in respect thereof and took note of the submissions made by the Member under each heading below.

Context Around Pricing and Campaign Management

43. The Complainant noted that the Member stated that they intentionally paused all campaigns to ensure users were not presented with inconsistent information regarding service pricing. However, as evidenced by the respective test results, the tester was able to access promotional material and landing pages with incorrect or misleading pricing

information, which lead to an active subscription service for which the tester was charged.

44. The Complainant submitted that the Member's explanation ignored the core issue namely that the advertising and landing page was presented to the consumer with misleading pricing of R20.00 per week, while billing occurred at R35.00 per week. The Complainant submitted that this constituted a clear breach of Clause 5.5 and 8.7 of the Code.
45. The Complainant submitted that the argument that the confirmation page was correct does not excuse misleading upstream advertising. The consumer's expectation is shaped before reaching the confirmation page, and inconsistent pricing across the journey constitutes a deceptive practice.
46. Furthermore, the Member's assertion that campaigns were "paused" is contradicted by the fact that the test resulted in a successful subscription and billing.
47. The Complainant submitted that although they noted that this was an alleged transition phase, the subscription acquisition flow was misleading and non-compliant on the dates of testing.

Clarification on Portal Access Issues

48. The Complainant submitted that regardless of whether the MTN platform hosts the redirection link, the Member is responsible for ensuring that the customer experience is seamless. The failure to access the service post-subscription constitutes a clear breach of Clause 5.1 and 5.6A of the Code.
49. Additionally, repeated test failures to access the service via the Welcome Message link further established systemic service failure. The Member cannot refute liability by pointing to operator-side infrastructure when it continues to market and bill for the service.
50. The tester was able to subscribe to a subscription service offered by the Member, and was duly charged, without having access to the service for which they paid. The Member should be held liable for this breach.

Clarification on Ad Placement and Targeting

51. The Complainant submitted that there is a positive obligation on the Member to ensure that any client, supplier, affiliate or sub-contractor, in this case the third-party marketing

supplier, promotes and markets the Member's services in accordance with the requirements of the Code. The Complainant referred to clauses 3.5, 3.6 and 3.7 of the Code in this regard.

- 52. The Member needs to ensure that the promotional material used to market their subscription services complies with the requirements of the Code. Specifically, promotional material may not be placed on any platform or site which is specially designed for use by children or would reasonably be expected to be used by children.
- 53. The Complainant submitted that the argument that removing this category would reduce campaign reach does not justify the breach of obligations relating to the protection of children and the Member remains liable for the breaches occasioned or facilitated by their third-party marketing suppliers.

Commitment to Compliance and User Experience

- 54. The Complainant submitted that the Member should ensure that all elements of the service are compliant before making the service live for access by public users. If changes are being made, this should be done in a testing environment and finalised before being activated for consumer access. The Member is further responsible to ensure that all elements, including access to terms and conditions and access to the service is fully functional and cannot simply bypass that responsibility to the network or third party. If a technical issue is observed, WASPA should be notified of same.
 - 55. The Complainant submitted that the reality remains that at the time of testing, the tester was able to access the promotional material and complete a subscription acquisition flow and was charged and then had no access to the service.
 - 56. The service tested showed multiple and repeated breaches of the Code. The Member's explanations either admit the conduct, for example pricing changes and campaign targeting settings, or seek to shift responsibility to others without justification. The core tenets of consumer protection, transparency, access, accurate pricing, and ethical advertising, were not upheld.
 - 57. The Complainant submitted that the Member failed to address the breach of the non-functional terms and conditions link and also that no explanation was provided regarding the misleading free trial offer where there was the discrepancy between the advertised "first day free" and the immediate deduction of R35.00.
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Member's further response

58. The Member provided a further response as set out below.

59. ANNEXURE A – Manual Test on 5 May 2025:

59.1. Breach: Different Pricing (Clauses 5.5, 8.7). The Member submitted that the allegation was that the landing page showed R20.00 per week, while the confirmation page and billing showed R35.00 per week. The Member's response was that this discrepancy occurred during a transition period following a service-wide pricing change implemented by MTN. The update was applied directly to the live billing environment, without following the usual staging/testing process. While they paused campaigns as a mitigation measure, some residual or cached promotional materials (such as banners and landing pages) may have still reflected the previous price. However, the confirmation page, the final point before opt-in, clearly stated the updated price of R35.00 per week, ensuring pricing transparency at the moment of subscription. Two to three days after MTN initiated the change, they aligned all frontend materials to reflect the current pricing structure and they are enhancing coordination processes for external billing changes.

59.2. Breach: No Access to Service (Clauses 5.1, 5.6A). The Member submitted that the allegation was that the tester was redirected to an error page after subscribing and receiving a welcome SMS. Response: The Member's response was that this was not a case of a broken service or blocked access, but a Firebase dynamic link timeout. Firebase generates smart links that redirect users to either the app or web version of the MTN Gameworld platform. If the link cannot resolve within 2 seconds, it times out and displays an error. A simple page refresh would have resolved the issue. They are currently evaluating their Firebase link performance to reduce these occurrences and improve load consistency, while they finalise the process of switching to a new solution to replace Firebase altogether, which they believe will further reduce or eliminate such occurrences.

59.3. Breach: Free Trial Offer (Clauses 5.5, 5.4) The Member submitted that the allegation was that billing occurred despite the landing page promoting a "first day free." The Member's response was that the tester had a previous subscription history and was therefore not eligible for a new free trial. They submitted that this aligns with standard industry practices, similar to platforms like Netflix or Spotify, where free trials are granted once per user. Their "First day free" banners and

landing pages are generic because they cannot identify the user at that stage. When running campaigns, they target a general audience, and the system has no visibility on whether a viewer is a new or a returning user until the user reaches the confirmation page. However, once a user is identified via MSISDN, the confirmation page dynamically updates to display the user's eligibility status. As the tester reached the confirmation page, the historical subscription data was available, and it clearly showed that "0 free trials" were available which was visible in the test video. The deduction of R35.00 was therefore accurate and fully compliant, with no misleading messaging at the point of confirmation. And the last subscription date before test was on 2025-04-03 at 14:39:39.

59.4. In a final note for Annexure A the Member submitted that they understand that Point 1 may constitute a technical breach, though not intentional, due to the short-lived misalignment. However, they challenged the breach allegations of Points 2 and 3 and respectfully submitted that they are not in breach of those obligations.

60. ANNEXURE B – Manual Test on 6 May 2025:

60.1. Breach: Ad Placement in Children's App (Clauses 22.4, 3.5–3.7). The Member submitted that the allegation was that a Gameworld ad appeared in an app targeted at children. The Member's response was that the ad was served via Google Ads, with the "Family content" targeting option enabled to expand inventory, not to intentionally reach minors. The Member submitted that they do not control or approve where Google ultimately places ads. However, to mitigate the risk, they have removed "Family content" from their targeting settings. Additionally, they believe apps that host child-focused content must also bear responsibility for the ads they approve, especially where content is clearly aimed at children. They submitted that a shared accountability model is critical for ensuring a safe ad environment.

60.2. Breach: Pricing Mismatch across the Journey (Clauses 5.5, 8.7). The Member submitted that the allegation was that pricing varied between R5.00 per day (ad), R20.00 per week (landing page) and R35.00 per week (confirmation page). The Member submitted that the allegation was that, as in Annexure A, this inconsistency reflects the billing update initiated by MTN, which went live without staging and required reactive alignment on their side. They submitted that some outdated creative elements may have still been cached or visible during the test,

despite campaign pausing. However, the confirmation page displayed the correct R35.00 per week pricing, ensuring compliance at the point of opt-in.

- 60.3. Breach: Terms and Conditions Link Not Working (Clause 12.5). The Member submitted that the allegation was that the tester clicked on the Ts&Cs link but it didn't load. The Member's response was that they are investigating this report and submitted that preliminary internal tests suggested that this was likely a temporary load failure, not a persistent or deliberate omission. The Ts&Cs are always intended to be accessible, and they are reinforcing this through stricter QA checks.
- 60.4. Breach: No Access to Service (Clauses 5.1, 5.6A). The Member submitted that the allegation was that the tester received a welcome message but couldn't access the platform. The Member's response was that this issue is the same as explained in Annexure A, being a Firebase dynamic link timeout. The Member submitted that the issue was temporary and unintentional, and a simple page refresh would likely have resolved it. They are already in the process of switching to a new solution to replace Firebase and they will closely monitor performance to ensure this does not recur.
- 60.5. Breach: Free Trial Messaging vs Billing (Clauses 5.5, 5.4). The Member submitted that the allegation was that the billing occurred immediately, despite a "first day free" message. Response: The Member submitted that, as in Annexure A, the tester was a returning subscriber and therefore ineligible for a free trial. The Member submitted again that their banners and landing pages are generic, since they don't know who is seeing the content at the moment it's served. Once the user lands on the confirmation page and is identified, the system dynamically shows whether the user has a free trial left and in this case, "0 free trials remaining."
- 60.6. In a final note for Annexure B the Member submitted that as far as Points 1 and 2 above are concerned they acknowledge these as breaches from a technical perspective, but emphasise that there was no intentional misconduct. As far as Point 3 is concerned they do not believe that this constitutes a breach, as temporary downtimes do not equate to permanent inaccessibility and submit that a refresh could have resolved it. As far as Point 4 is concerned it is the same as above, namely that a short-term Firebase timeout is not equivalent to a failure to provide the service. As far as Point 5 is concerned they challenge this allegation,

as the free trial logic was properly applied and transparently shown on the confirmation page.

61. In a closing statement the Member submitted that they have taken all complaints seriously and have already implemented changes to ensure that this does not happen again, including:
 - 61.1. Removing "Family content" targeting from all Google Ads campaigns.
 - 61.2. Aligning all pricing displays across platforms post-transition.
 - 61.3. Migrating from Firebase to a more robust link generation solution.
 - 61.4. Reinforcing terms and conditions loading reliability via additional QA testing.
 62. The Member submitted that they remain fully committed to transparency, consumer protection and ethical service delivery and appreciate WASPA's role.
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Sections of the Code considered

63. The following sections of the Code were considered:
 - "5.1. Members must not offer or promise or charge for services that they are unable to provide.*
 - 5.4. Members must have honest and fair dealings with their customers.*
 - 5.5. Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or omission.*
 - 5.6A. Members must ensure that customers have ready access to information on how to access and use services.*
 - 8.7. Pricing information must not be misleading. The price must be the full retail price of the service, including VAT. There must not be any hidden costs over and above the price included in the pricing information.*
 - 12.5. The minimum terms and conditions displayed on any web page must include at least the following information:*
 - (a) ...*
 - (b) a link to a web page where the full terms and conditions for the service are available.*

Decision

64. The submissions by both the Complainant and the Member are set out above and I will not be repeating these as part of the decision save insofar as may be necessary.
 65. At the outset it needs to be pointed out that in terms of clauses 3.5, 3.6 and 3.7 of the Code the Member remains responsible to ensure that any client, supplier, affiliate or sub-contractor, in this case the third-party marketing supplier, promotes and markets the Member's services in accordance with the requirements of the Code.
 66. The Complainant has submitted that the Member is in contravention of all the clauses of the Code mentioned in the initial complaint and the Member has only acknowledged a technical and unintentional contravention of clauses 5.5, 8.7 and 22.4 of the Code.
 67. While I accept that the contraventions by the Member were unintentional, in my view the Member has in fact contravened clauses 5.5, 8.7 and 22.4 (read with clauses 3.5, 3.6 and 3.7) of the Code. However, I will take the fact that it was unintentional into account as mitigation when it comes to the imposition of the sanctions.
 68. While it may have been technical issues that the Member has now rectified, or will be doing, the Member, in my view, also contravened clauses 5.1, 5.6A and 12.5 of the Code.
 69. As far as the allegations of a misleading free trial offer are concerned I will accept the explanation provided by the Member that the tester was recognised as a returning subscriber and therefore ineligible for a free trial.
 70. I am satisfied that the Member contravened the Code as set out in paragraphs 67 and 68 above and the complaint is accordingly upheld in this regard.
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Sanctions

71. In determining appropriate sanctions against the Member for its breach of the WASPA Code of Conduct, the following has been taken into consideration:
 - 71.1. any previous successful complaints made against the Member in the past three years;
 - 71.2. any previous successful complaints of a similar nature;

- 71.3. the nature and severity of the breach; and
- 71.4. any efforts made by the Member to resolve the matter.
72. As mentioned above I will accept that any contraventions of the Code were unintentional and also take into account the efforts made by the Member to resolve the technical issues as mitigating factors.
73. Taking all factors into account the Member is fined R10 000.00 for the breach of clauses 5.1, 5.5, 5.6A, 8.7, 12.5 and 22.4 of the Code.
74. Consequently the Member is to pay an amount of R10 000 within the timeframe as set out in clause 24.41 of the Code.
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Matters referred back to WASPA

N/A
