



Report of the Adjudicator

Complaint number	#61633
Cited WASPA members	Ndoto Media
Notifiable WASPA members	N/A
Source of the complaint	WASPA Complaints Department
Complaint short description	Non-Compliant Service and Related Promotional Material
Date complaint lodged	2025-10-02
Date of alleged breach	2025-08-29
Applicable version of the Code	17.14
Clauses of the Code cited	5.5 & 5.8
Related complaints considered	59864, 60143, 60412, 60414, 60814 & 61634
Fines imposed	R 20 000-00 & R 7 500-00 respectively, suspended for 6 months
Other sanctions	N/A
Is this report notable?	Not notable
Summary of notability	N/A

Initial complaint

The Complainant stated the following in its initial complaint, here copied verbatim:

1. Whilst monitoring, testing services and conducting compliance checks of test results, the WASPA Compliance Department identified a service which does not comply with the requirements as set out in the WASPA Code of Conduct (Code). Below is an outline of the test result, together with the alleged breaches of the Code.

2. On or about the 29th of August 2025 a test was conducted on the Telkom network.

3. The tester was browsing on the Monopoly Go! page, which included the following information: "Monopoly go! Free dice & Rewards Sticker Partners. Collect link...."

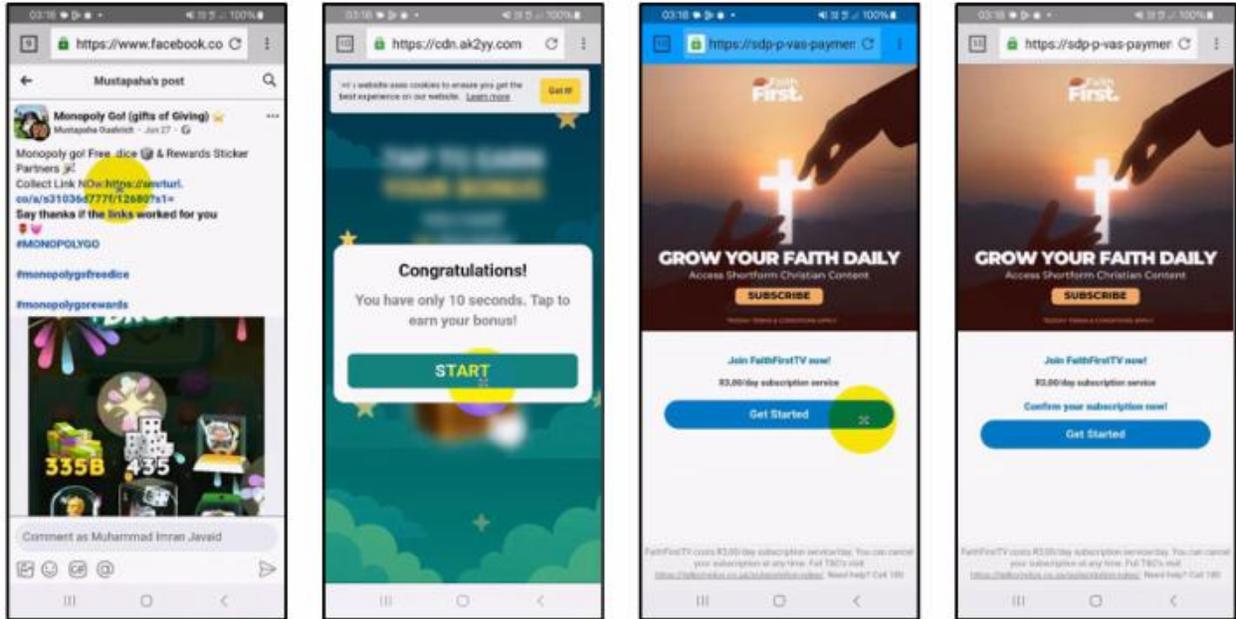
4. The tester clicked on the link and was directed to a page that included the following information: "Congratulations! You have only 10 seconds. Tap to earn you bonus!..."

5. The tester clicked on the 'START' button, with the expectation to claim their bonus, but was directed to the landing page for a totally unrelated subscription service called 'Faith First' charged at R3.00 per day.

6. The tester clicked on the 'Get Started' button and was directed to the confirmation page for the subscription service called 'Faith First' charged at R3.00 per day.

7. The tester elected to stop the test at this point as there were breaches of the Code during the subscription acquisition flow for the 'Faith First' subscription service.

8. In summary, the tester was engaging with the Monopoly Go! Facebook page and clicked on a link with the expectation to be directed to free dice and rewards sticker partners and offers. The tester was directed to a page congratulating the tester and advising that they had 10 seconds to earn their bonus. Responding to this offer however directed the tester to the landing page for a totally unrelated subscription service charged at R3.00 per day.



CONCLUSION:

9. The following provisions of the Code have been breached:

- 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.
- 8.8. Content that is promoted in advertising, must be the same content that is provided to the customer as part of the advertised service. Advertising must not mislead consumers into believing that it is for an entirely different service or for different content.

10. The member has breached the Code and should be held liable for their non-compliant service.

Member’s response

In its response, the Member stated the following, here copied verbatim:

We acknowledge receipt of the formal complaint regarding the ‘Faith First’ service and the associated non-compliant activity identified during your test on 29 August 2025. We have investigated the matter and can confirm that the marketing campaign in question was executed by an external agency. Despite multiple attempts to reach the agency for clarification and rectification, we have not received any response from their side.

Consequently, we have opted to immediately cease all marketing activity conducted by this agency. As we maintain access to our marketing dashboards, we have used this capability to terminate the campaigns linked to the issue. It is important to note that Ndoti Media consistently

provides all approved promotional materials, codes, and compliance guidelines to our marketing partners.

However, on occasion, certain agencies act outside of the provided parameters, leading to instances such as the one cited. We take such matters very seriously and continuously strive to ensure that all promotional activity adheres strictly to WASPA's Code of Conduct.

To further strengthen our compliance measures and enhance proactive monitoring, we have decided to proceed and implement the MCP Scanner solution you have offered. This will allow us to independently track and validate all our campaigns, ensuring that any partner found in breach of our standards or WASPA's Code will be promptly removed from our network.

We appreciate your understanding and continued cooperation as we work to maintain the highest standards of transparency and compliance in all our operations.

Complainant's response

In its response, the Complainant stated the following, here copied verbatim:

1. The abovementioned matter has reference.
2. We have reviewed the original complaint as well as the Respondent's submissions in respect thereof. We will endeavour to address the points raised by the Respondent that are relevant to the non-compliant service complained of and the correlating breaches, however, any failure to address a specific point should not be construed as an admission of any sorts.
3. There is a positive obligation on the Respondent to ensure that any client, supplier, affiliate or sub-contractor – in this case the third-party marketing supplier – promotes and markets the Respondent's services in accordance with the requirements of the WASPA Code of Conduct (Code).
4. Please refer to the following clauses as set out in the Code:
 - 3.5. Members must ensure that any client, supplier, affiliate or sub-contractor who is not a member of WASPA, but is providing or marketing services covered by this Code of Conduct, is aware of the requirements of this Code of Conduct.
 - 3.6. Members must ensure that any client, supplier, affiliate or sub-contractor who is not a member of WASPA, but is providing or marketing services covered by this Code of Conduct, provides and markets those services in a manner consistent with the requirements of this Code of Conduct.

3.7. A member is liable for any breaches of this Code of Conduct resulting from services offered or marketed by a client, supplier, affiliate or sub-contractor if that party is not also a member of WASPA. If the member can demonstrate that they have taken reasonable steps to ensure that that party provides and markets services in a manner consistent with the requirements of this Code of Conduct, this must be considered as a mitigating factor when determining the extent of the member's liability for any breaches.

5. The Respondent remains liable for the breaches occasioned or facilitated by their third-party marketing suppliers.

6. We take note of the remedial and corrective actions taken by the Respondent. The Respondent acknowledges that the breach occurred, at least implicitly, by terminating the agency and committing to additional controls. The response attempts to shift proximate blame to the third-party agency, but does not demonstrate evidence of sufficient pre-emptive monitoring or approval controls. The introduction of MCP Scanner is a positive step, but does not extinguish liability.

7. We respectfully submit that the Respondent's service was in breach of the Code on the date of testing the service, and that our original complaint sufficiently sets this out. The Respondent should be held liable for their non-compliant service.

Member's further response

N/A

Sections of the Code considered

Service levels

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.

Accuracy of services and content advertised

8.8. Content that is promoted in advertising, must be the same content that is provided to the customer as part of the advertised service. Advertising must not mislead consumers into believing that it is for an entirely different service or for different content.

Decision

After having considered all the information provided by both the Complainant and Member in this matter, the Adjudicator is of the opinion that the Member, having acknowledged the alleged

breaches, is liable as per section 3.7 of the WASPA Code of Conduct, for the breaches of sections 5.5 and 8.8 committed by its contracted agency.

The Adjudicator concurs with the Complainant's assessment that the Member's response is merely an attempt to shift proximate blame to the third-party agency, and that such response does not demonstrate evidence of sufficient pre-emptive monitoring or approval controls.

The Adjudicator further agrees with the Member that the introduction of MCP Scanner is a positive step, but that such measure does not extinguish existing liability.

The Complaint is upheld.

Sanctions

In determining appropriate sanctions against the Member, the following factors have been taken into consideration:

- any previous successful complaints made against the Member in the past three years;
- any previous successful complaints of a similar nature;
- the nature and severity of the breach; and
- any efforts made by the Member to resolve the matter.

The Adjudicator has taken note of the fact that the Member has on several occasions stated its intention of hammering out breaches by its third parties, but the record indicates that such breaches remain.

However, due to the fact that the Member has already been fined by this Adjudicator for exactly the same breach in Adjudication 61634 over the same period of time, albeit in respect of a different third party, the Member is handed a suspended fine.

Therefore, a fine of:

- R 20 000-00 is levied against the Member for its breach of section 5.5, and
- R 7 500-00 is levied against the Member for its breach of section 8.8,

but suspended for a period of 6 months after having received notice hereof.

Any breach of any of these sections within this period will cause the suspension to lapse and the Member will be liable for the fines issued above.

Matters referred back to WASPA

None
