



Report of the Adjudicator

Complaint number	#61634
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 and 2025-09-12
Applicable version of the Code	17.14
Clauses of the Code cited	5.5 & 8.8
Related complaints considered	59864, 60143, 60412, 60414 & 60814
Fines imposed	R 20 000-00 & R 7 500-00 respectively
Other sanctions	N/A
Is this report notable?	Not notable
Summary of notability	N/A

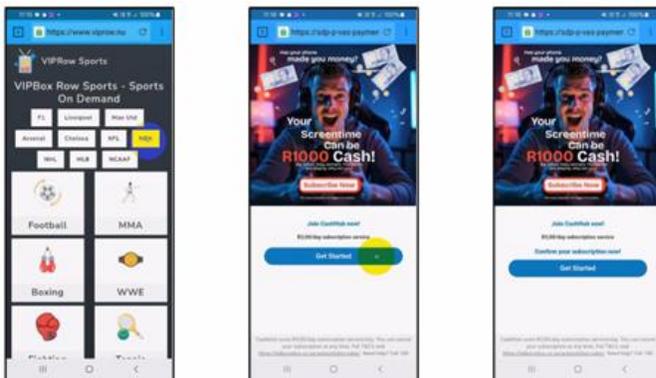
Initial complaint

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 results, together with the alleged breaches of the Code.

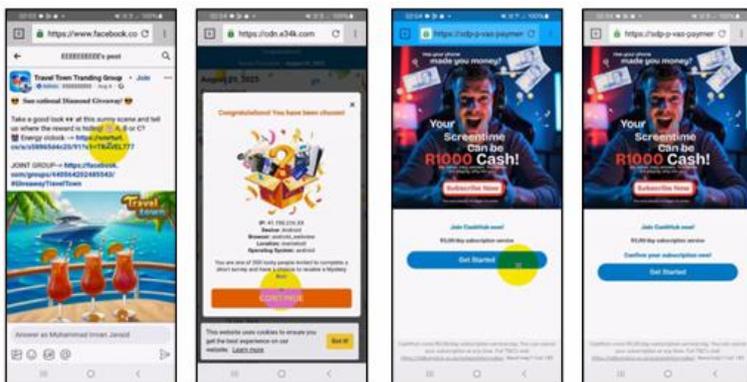
ANNEXURE A (Cash Hub):

2. On or about the 12th of September 2025 a test was conducted on the Telkom network.
3. The tester was browsing on the VIP Row Sports website and selected the 'NBA' category from the options provided, with the expectation to be directed to basketball content.
4. The tester was however directed to the landing page for an unrelated subscription service called 'Cash Hub' charged at R3.00 per day.
5. The tester clicked on the 'Get Started' button and was directed to the confirmation page for the subscription service called 'Cash Hub' charged at R3.00 per day.
6. The tester elected to stop the test at this point as there were breaches of the Code during the subscription acquisition flow for the 'Cash Hub' subscription service.
7. In summary, the tester was browsing on the VIP Row Sports website and selected the NBA category, with the expectation to be directed to basketball content. The tester was however directed to the landing page for a totally unrelated subscription service charged at R3.00 per day.



ANNEXURE B (Cash Hub):

8. On or about the 29th of August 2025 a test was conducted on the Telkom network.
9. The tester was browsing on the Travel Town Facebook page, which included the following information: “Sun-sational Diamond Giveaway! Take a good look at this sunny scene and tell us where the reward is hiding! A, B or C...”
10. The tester clicked on the link and was directed to a page that included the following information: “Congratulations! You have been chosen! You are one of 200 lucky people invited to complete a short survey and have a chance to receive a Mystery Box!...”
11. The tester clicked on the ‘CONTINUE’ button, with the expectation of completing the survey to be entered into the competition to win a mystery box, however, was directed to the landing page for an unrelated subscription service called ‘Cash Hub’ charged at R3.00 per day.
12. The tester clicked on the ‘Get Started’ button and was directed to the confirmation page for the subscription service called ‘Cash Hub’ charged at R3.00 per day.
13. The tester elected to stop the test at this point as there were breaches of the Code during the subscription acquisition flow for the ‘Cash Hub’ subscription service.
14. In summary, the tester was engaging with the Travel Town Facebook page and clicked on a link to participate in the giveaway. The tester was directed to a page advising the tester that they had been selected as a participant and had to complete a survey to be entered into the draw for a mystery box prize. The tester was however directed to the landing page for a totally unrelated subscription service charged at R3.00 per day.



ANNEXURE C (Cash Hub):

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

16. The tester was browsing on the Quora website, which included the following information: “Want to enjoy and gift others gift cards? Here are the links for easy gift cards... Click the links below to enjoy!!...”

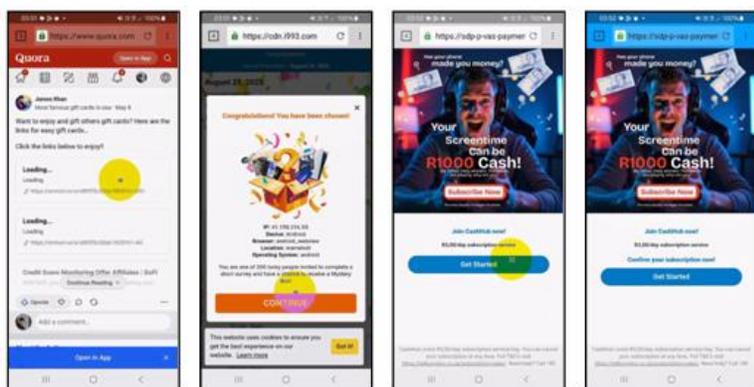
17. The tester clicked on the link and was directed to a page that included the following information: “Congratulations! You have been chosen! You are one of 200 lucky people invited to complete a short survey and have a chance to receive a Mystery Box!...”

18. The tester clicked on the ‘CONTINUE’ button, with the expectation of completing the survey to be entered into the competition to win a mystery box, however, was directed to the landing page for an unrelated subscription service called ‘Cash Hub’ charged at R3.00 per day.

19. The tester clicked on the ‘Get Started’ button and was directed to the confirmation page for the subscription service called ‘Cash Hub’ charged at R3.00 per day.

20. The tester elected to stop the test at this point as there were breaches of the Code during the subscription acquisition flow for the ‘Cash Hub’ subscription service.

21. In summary, the tester was browsing on the Quora website and clicked on a link that related to gift cards. The tester was directed to a page advising the tester that they had been selected 3 as a participant and had to complete a survey to be entered into the draw for a mystery box prize. The tester was however directed to the landing page for a totally unrelated subscription service charged at R3.00 per day.



CONCLUSION:

22. 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.

23. 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:

Following a detailed internal review, we can confirm that the marketing activities in question were conducted by the same external agency as first under a contracted agreement. Similarly, despite repeated attempts to engage the agency to obtain clarification and rectify the issue, we have been unsuccessful in receiving any feedback or cooperation from them thus far.

Consequently, we have taken the decision to immediately cease all marketing activity associated with this agency. As we retain full administrative access to our marketing dashboards, we have suspended all active campaigns linked to this partner. Ndoto Media has always ensured that all materials campaign guidelines are properly communicated to our marketing partners, in line with the WASPA Code of Conduct.

Unfortunately, as in this case, certain agencies occasionally deviate from the approved parameters. We treat such incidents with the utmost seriousness and act swiftly to prevent any recurrence. To further strengthen all our services as mentioned before and aid our oversight and compliance controls, we have opted to take up the MCP Scanner solution, which will enable us to proactively monitor all campaigns in real-time. This tool will help us identify and terminate any campaigns that fail to meet our compliance and ethical standards, as well as remove any marketing agency found to be acting contrary to our directives.

We remain committed to maintaining transparency, compliance, and integrity in all our marketing operations and appreciate your continued collaboration and understanding.

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.

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,

to be paid within seven days to WASPA after having received notice hereof.

Matters referred back to WASPA

None
