



Report of the Adjudicator

Complaint number	#61792
Cited WASPA members	Ndoto Media Membership no: 1948
Notifiable WASPA members	n/a
Source of the complaint	WASPA Compliance Department
Complaint short description	Deceptive marketing of subscription services
Date complaint lodged	03 December 2025
Date of alleged breach	17 November 2025
Applicable version of the Code	17.13
Clauses of the Code cited	5.4; 5.5; 8.8; 15.4
Related complaints considered	n/a
Fines imposed	None
Other sanctions	Suspension of the member pending provision of report to WASPA.
Is this report notable?	Yes
Summary of notability	<i>Requirement to provide a report to prove knowledge and systems in place to comply with WASPA Code of Conduct. Requirement for WASPA to assess report for compliance with WASPA Code of Conduct i.t.o. section 24.32.</i>

Initial complaint

1. The WASPA Compliance Department conducted a test on the 17th November 2025 on the Telkom network while browsing Pinterest.

In the interests of expedience, the exact text of the complaint is reproduced below:

2. *The tester was browsing on Pinterest on the 'Gift card Giveaway' page, which included the following information:*
"Gift Card Giveaways & Deals. Win free gift cards & exclusive rewards! Enter now & treat yourself! Follow for updates & chances to win! Link Open..."
3. *The tester clicked on the link and was directed to a page that stated:*
"Choose your card and click to claim...."
4. *The tester duly selected an option, with the expectation to claim the free Robux gift card as*
5. *promoted.*
6. *The tester was directed to a page that included the following information:*
"Dear user. Today, November 16, 2025, you have been randomly selected to participate in this survey. It will only take you a minute, and you may receive a new device. You only have 2 minutes and 58 seconds, to participate..."
7. *The tester selected their gender, which they believed to be part of the survey to win a new device.*
8. *The tester was however directed to the landing page for a totally unrelated subscription service called 'Cash Hub' charged at R3.00 per day.*
9. *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.*
10. *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.*
11. *In summary:*
 - 11.1. *The tester was browsing on Pinterest and clicked on a link for free gift cards and rewards. The tester duly selected the desired free Robux gift card, with the expectation of receiving same. The tester was directed to a further page stating that they could win*

a free device if they completed a survey. The tester proceeded with the survey, again under the impression that it was related to a free prize. The tester was however directed to the landing page for a totally unrelated subscription service charged at R3.00 per day.

11.2. *It appeared that the tester merely had to follow the prompts to redeem the free gift and/or reward. However, it appears that they first need to subscribe to the service in order to claim the existing reward which is a breach of Clause 15.4. Alternatively, if there is no existing prize/reward, then the member is in breach of Clauses 5.4 and 5.5.”*

Member’s response

12. The Member was informed of the complaint on the 08th December 2025, but failed to respond.

Clauses of the Code considered

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.

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.

General requirements

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”.)

Decision

13. While any WASPA member is entitled to remain silent and not to respond to any complaint, that member runs the risk of the adjudicator drawing an adverse inference from such silence.
14. In the present case the uncontested factual evidence shows a clearly deceptive campaign which was clearly designed to entice the reader to enter into a subscription campaign. Indeed, it is precisely this type of marketing that brings the entire WASP industry into disrepute.
15. Turning to specific breaches of the WASPA Code of Conduct:
 - 15.1. Clause 5.4 of the WASPA Code of Conduct is hereby found to be breached. In that the entire campaign was deceptive, unfair and dishonest.
 - 15.2. Clause 5.5 of the WASPA Code of Conduct is hereby found to have been breached in that there was no “free gift card” which was provided to the consumer.
 - 15.3. Clause 5.8 of the WASPA Code of Conduct is hereby found to have been breached in that the Gift card giveaway, was different to the subsequent survey, which in turn was different to the “Cash Hub” service.
 - 15.4. Clause 15.4 of the WASPA Code of Conduct is hereby found to have been breached in that the free Gift Card would appear to only be provided (if at all), once the consumer had subscribed to the subscription service.

Sanctions

16. Before the question of sanctions is considered it is necessary to consider the prior conduct of the Member in the form of any prior contraventions of the WASPA Code of Conduct and any mitigating or aggravating circumstances.

MITIGATION

17. None

AGGRAVATION

18. The Member has a dubious track record when it comes to WASPA complaints. The Member:

- 18.1. was fined R45 000 on the 24th February 2025, which adjudication found that the Member breached clause 5.4.
- 18.2. Was fined R10 000 on the 30th October 2024, which adjudication found that the Member breached clauses 5.5 and 8.8
19. Indeed, the Member's poor behaviour can more easily be understood by a full record of the complaints against it as set out in Annexure A below, which information is freely and publicly available on the WASPA website.
20. Bearing the above in mind, as well the Member's apparent disinterest in defending this egregious breach of the WASPA Code of Conduct, as well as the three other pending complaints against the Member, it is unclear what effect – if any – financial sanctions have had or will have in the present case should fines be imposed.

SANCTIONS

21. The Member's membership of WASPA is hereby suspended indefinitely until such time as the Member provides WASPA with a full report which deals with the following issues:

- *Executive accountability + sign-off*
Provide CEO/MD signed accountability, name the compliance owner with a “stop-campaign” veto, and confirm relevant staff are trained on the Code (attach role list + training register).
Clause 4.1 of WASPA CoC.
- *Root-cause analysis of the breach*
Set out (i) what was promised (“free goods”), (ii) what was actually delivered (unrelated subscription), and (iii) why this was misleading/deceptive (attach creatives, landing pages, funnels, billing events).
Clause 5.4 and clause 5.5 of WASPA CoC.
- *“Same service as advertised” control*
Commit that advertising will not promote one thing and subscribe/bill for another; include a pre-launch checklist that verifies the advertised content/service equals the delivered service.
Clause 8.8 of WASPA CoC.
- *Pricing and cost transparency*
Confirm pricing information will be clear, full retail price (incl VAT), and no hidden costs; include your pricing validation checklist.
Clause 8.7 of WASPA CoC.
- *Subscription initiation compliance (no “silent” subscriptions)*
Provide a diagram of every subscription initiation path and confirm no customer can be subscribed without completing a confirmation step.
Clause 15.8B and clause 15.9 of WASPA CoC.
- *Confirmation content requirements*
Provide templates/screenshots proving confirmation pages/messages contain the required information (service name, pricing, support, confirmation instructions, T&Cs link where applicable).
Clause 15.10–15.16B and clause 15.11 (and 15.13/15.15/15.16B as applicable) of WASPA CoC.

- *Landing page before confirmation (web flows)*
Confirm web advertising never links directly to confirmation; it must link to a landing page describing the service (attach example landing page). Clause 23A.5 of WASPA CoC.
- *No misleading cross-sell / post-confirmation flow*
Confirm that once a customer confirms subscription to a specific service, they receive info about that service before any other services are presented, and they are not misled into additional subscriptions. Clause 15.9A of WASPA CoC.
- *Incentives (“free goods”) governance*
If incentives are used, make it explicit that the benefit applies only once the customer has joined (and ensure eligibility/fulfilment is real and auditable). Clause 15.5 of WASPA CoC.
- *Customer support capability + complaint handling*
Demonstrate accessible support and clear support instructions in all ads/comms; include complaint SOP (acknowledge promptly; respond within a reasonable period). Clause 5.11–5.14 of WASPA CoC.
- *Termination and stop-billing controls (with internal SLAs)*
Prove termination is readily available and processed within required timeframes (automated ≤24h; other requests ≤2 working days) and STOP termination where feasible (attach logs/test results). Clause 15.22 and clause 15.27 (and 15.28 if applicable) of WASPA CoC.
- *Third-party / affiliate governance (if used)*
Identify all affiliates/publishers/suppliers used; provide contracts requiring Code compliance, monitoring/audit controls, and takedown powers; confirm the Member’s responsibility where third parties are not WASPA members. Clause 3.1–3.7 of WASPA CoC.
- *Regulator-facing responsiveness: WASPA information requests + records*
Commit to supplying WASPA requested service info and customer records promptly (and keep required records). Clause 7.4–7.5 of WASPA CoC and clause 15.3 of WASPA CoC.
- *Formal complaint procedure compliance (the “no reply” failure)*
Confirm future complaints will be answered within 10 working days; provide logs and marketing materials when requested; acknowledge that supplying incorrect info is itself a breach (include internal escalation timetable). Clause 24.23–24.26 of WASPA CoC.

22. The above report must be provided to WASPA in order for the Member’s suspension to be lifted and such suspension may only be lifted once acknowledgement of receipt of the report by WASPA is provided to the Member.
23. Additionally - in terms of section 24.32 of the WASPA Code of Conduct - WASPA is directed to consider the above report – if provided by the Member - for any potential breaches of the WASPA Code of Conduct and to lay additional charges if required.

24. WASPA is directed to inform all relevant network operators of the Member's suspension and, if such suspension is lifted as set out above, to inform the relevant network operators of the lifting of the suspension.

In terms of clause 24.37, the Member may appeal this decision within 10 days of the release of this adjudication.

Matters referred back to WASPA

None.

Annexure A

Complaint number	List of respondents	Source of the complaint	Complaint short description	Applicable version of the Code	Clauses cited	Related complaints	Adjudication outcome	Fines	Other sanctions	Date complaint lodged	Date of publication of adjudication	Date of last update
58631	Ndoto Media	Public	Unsubscribe request	17.4	5.14	58635,58634,58633,58632	Complaint upheld	R5000.00	Refund complainant	2023-04-18	2023-05-30	2023-07-21
58632	Ndoto Media	Public	Unsubscribe request	17.4	5.14	58635,58634,58633,58631	Complaint upheld	R5000.00	Refund complainant	2023-04-18	2023-05-30	2023-07-21
58633	Ndoto Media	Public	Unsubscribe request	17.4	5.14	58635,58634,58632,58631	Complaint upheld	R5000.00	Refund complainant	2023-04-18	2023-05-30	2023-07-21
58634	Ndoto Media	Public	Unsubscribe request	17.4	5.14	58635,58633,58632,58631	Complaint upheld	R5000.00	Refund complainant	2023-04-18	2023-05-30	2023-07-21
58635	Ndoto Media	Public	Unsubscribe request	17.4	5.14	58634,58633,58632,58631	Complaint upheld	R5000.00	Refund complainant	2023-04-18	2023-05-30	2023-07-21
60412	Ndoto Media	Compliance Department	Non-Compliant Service Levels, Accuracy of services and content advertised by third parties, responsibilities of the Member	17.7, 17.9	5.4, 5.5, 8.8, 12.1, 8.9	57478,53158	Complaint upheld	R15000.00, R5000.00, R15000.00		2024-08-07	2024-10-24	2025-09-10
60413	Ndoto Media	Compliance Department	Non-Compliant Service Levels, Accuracy of services and content advertised by third parties, responsibilities of the Member	17.9	5.4, 5.5, 8.8, 12.1, 8.9, 15.4, 15.5	59472,57366	Complaint upheld	R15000.00, R5000.00, R10000.00, R10000.00		2024-08-07	2024-11-01	2025-09-10

60414	Ndoto Media	Compliance Department	Non-Compliant Service and Related Promotional Material	17.7	5.5, 8.8, 12.1, 8.9, 21.11	60143,59864	Complaint upheld	R15000.00, R5000.00, R10000.00, R15000.00		2024-08-07	2024-12-13	2025-11-20
60729	Ndoto Media	WASPA Secretariat	Unsubscribe requests	17.9	5.14, 7.5, 24.24		Complaint upheld	R5000.00, R5000.00, R5000.00		2024-09-17	2024-12-13	2025-09-10
60809	Ndoto Media	WASPA Secretariat	Unsubscribe requests	17.9	5.14, 7.5, 24.24		Complaint upheld	R5000.00, R5000.00, R5000.00		2024-10-01	2024-12-13	2025-01-14
60814	Ndoto Media	WASPA Compliance Department	Non compliant service	17.9	5.5, 8.8, 21.3, 21.4, 21.11		Complaint upheld	R2000.00, R2000.00, R1000.00, R1000.00, R2000.00, R2000.00		2024-10-01	2024-10-30	2025-09-10
60932	Ndoto Media	WASPA Compliance Department	Call-to-action, Terms and conditions, Pricing information	17.9	5.1, 5.4, 5.6A, 5.8, 8.2, 8.9, 12.1, 12.5	60414,60413,60412	Complaint upheld	R15000.00, R15000.00, R15000.00		2025-01-15	2025-02-24	2025-11-20
61633	Ndoto Media	WASPA Compliance Department	Non compliant service		5.5, 8.8		Pending			2025-10-02	2025-11-27	2025-11-27
61634	Ndoto Media	WASPA Compliance Department	Non compliant service		5.5, 8.8		Pending			2025-10-02		2025-11-20
61646	Ndoto Media	WASPA Secretariat	Failure to comply with sanctions		24.40, 24.41	60932	Pending			2025-10-07	2025-12-11	2025-12-11
61792	Ndoto Media	WASPA Compliance Department	Non compliant service		5.4, 5.5, 8.8, 15.4		Pending			2025-12-03		2026-01-15

