



Report of the Adjudicator

Complaint number	#61793
Cited WASPA members	T-MOB International
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	2025-12-03
Date of alleged breach	2025-11-11 & 2025-11-24
Applicable version of the Code	17.14
Clauses of the Code cited	5.4, 5.5, 8.8 & 15.4
Related complaints considered	60143
Fines imposed	6 month Suspended Fines of R 5 000, R 5 000-00, R 5 000-00 and R 5 000-00 respectively.
Other sanctions	<p>In addition, any subscribed customers must be immediately unsubscribed from the Member's service and refunded in full.</p> <p>Proof of the service un-subscription and full refund to be provided to WASPA within 7 days of receipt of this adjudication report.</p>

Is this report notable?	Not notable
Summary of notability	N/A

Initial complaint

The Complaint is here copied verbatim, apart from the screenshots, which have been reviewed by the Adjudicator in support of the Complaint:

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:

2. On or about the 11th of November 2025 a test was conducted on the Telkom network.

3. The tester was browsing on a website which stated: "Get Freebie 10k Chips From Bingo Bash... Exclusive Rewards CLAIM NOW..."

4. The tester clicked on the 'CLAIM NOW' button and was directed to a page that stated:

"INSTRUCTIONS ON HOW TO COLLECT FREE CHIPS:

1. Choose One offer with amount of Chips below that you want to get rewards.
2. Complete that offer for free.
3. After offer completed, just wait a few minutes for our system to verify your participation...."

5. The tester selected a reward as instructed, and was directed to a page stating: "Congratulations! You have only 10 seconds. Tap to earn your bonus!..."

6. The tester clicked on 'START', with the expectation to claim the free reward as promoted.

7. The tester was however directed to the landing page for a totally unrelated subscription service called 'Feeky Panda' charged at R5.00 per day.

8. The tester clicked on the 'Get Started' button and was directed to the confirmation page for the subscription service called 'Feeky Panda' charged at R5.00 per day.
9. 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.
10. In summary:
 - a. The tester was browsing on a site promoting free rewards and clicked on the 'CLAIM NOW' button with the expectation to receive the free reward. The tester followed the prompts as requested, under the impression that each step related to claiming the free reward. The tester was however directed to the landing page for a totally unrelated subscription service charged at R5.00 per day.
 - b. It appeared that the tester merely had to follow the prompts to claim 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.

ANNEXURE B:

11. On or about the 24th of November 2025 a test was conducted on the Telkom network.
12. The tester was browsing on Pinterest and reviewed the following offer: "ROBLOX Gift Cards (Digital Codes) Redeem..."
13. The tester clicked on the offer and was directed to a page that stated: "\$750 Cash App Cash Gift card giveaway CLAIM NOW..."
14. The tester clicked on the 'CLAIM NOW' button, with the expectation to redeem the free gift card. The tester was directed to a page that prompted the tester to select one offer to get their prize. The tester duly selected an offer.
15. The tester was directed to a page stating: "Congratulations! You have only 10 seconds. Tap to earn your bonus!..."
16. The tester clicked on 'START', with the expectation to claim the free reward as promoted. The tester was directed to a page stating: "TAP TO EARN YOUR BONUS YOU HAVE 10 SECONDS..."
17. The tester was directed to a page with a countdown time, stating: "CONGRATULATIONS You have 00:01:22 to get the bonus! CLIKC ON THE BUTTON BELOW AND CLAIM YOUR REWARD. CLAIM REWARD..."

18. The tester clicked on the 'CLAIM REWARD' button, with the expectation to claim the free reward as promoted.

19. The tester was however directed to the landing page for a totally unrelated subscription service called 'Feezy Panda' charged at R5.00 per day.

20. The tester clicked on the 'Get Started' button and was directed to the confirmation page for the subscription service called 'Feezy Panda' charged at R5.00 per day.

21. 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.

22. In summary:

a. The tester was browsing on Pinterest and responded to an advertisement promoting free gift cards. The tester followed the prompts as requested, under the impression that each step related to claiming the free reward. The tester was however directed to the landing page for a totally unrelated subscription service charged at R5.00 per day.

b. It appeared that the tester merely had to follow the prompts to claim 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. 4

CONCLUSION:

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

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.

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.

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".)

24. The Member's service has breached several clauses of 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:

1. Acknowledgment and Summary

We confirm receipt of the complaint (Ref: #61793) categorized as "High Severity."
We understand the concerns raised involve "Advertising for a different product (mismatched)," "Misleading advertising," and the "Use of pressure selling techniques."

Specifically, it was reported that an affiliate promoted a "Bingo Bash" bonus to generate subscriptions for a general content service.

2. Investigation Details

Upon notification, our Compliance Team immediately initiated a forensic investigation of the transaction logs dated 11-11-2025 and 12-11-2025.

Traffic Analysis: We traced the user journey and confirmed the traffic originated from a third-party Google Site (<https://sites.google.com/view/bingobashdailybonus/...>).

Flow Identification: The user was redirected from the Google Site through a tracking domain (fastunlock.press) to the Telkom payment page (sdp-p-vas-payment).

Content Verification: We verified that the affiliate used unauthorized "Bingo Bash" assets to incentivize the click, which did not align with the actual service provided.

3. Findings and Outcome

Our investigation confirms that the advertising method employed by this specific affiliate was in breach of the WASPA Code of Conduct. While our technical systems functioned correctly, the affiliate's acquisition strategy was misleading. The use of a "Bingo Bash" pre-lander created false expectations regarding the nature of the service, constituting a clear violation of our internal policies and industry standards.

4. Resolution and Remedial Actions

To address this breach and prevent recurrence, we have taken the following strict measures:

Affiliate Termination: The affiliate account responsible for this traffic source has been permanently suspended from our network.

Traffic Block: We have blocked the specific referrer URLs and the associated domains (fastunlock.press) from accessing our offers.

Enhanced Monitoring: We have updated our compliance monitoring tools to flag and block incoming traffic from unverified sites.google.com subdomains, thereby preventing similar deceptive flows.

5. Next Steps

This constitutes our final response regarding this incident. We are confident that the removal of the non-compliant affiliate and the blocking of the traffic source have fully resolved the issue. We remain committed to upholding the WASPA Code of Conduct.

Additionally, the Member also provided screenshots of its preventative measures and communications with the third party.

Complainant's response

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

1. We refer to the abovementioned matter.
2. We have reviewed the original complaint, including the two independent tests performed on the 11th of November 2025 and the 24th of November 2025, as well as the Respondent's formal submission dated the 10th of December 2025.
3. Our response below deals with the material issues raised and the applicable provisions of the WASPA Code of Conduct ("Code"). Any omission to respond to a specific point should not be construed as an admission of any sort.

Member Liability for Third-Party Marketing (Clauses 3.5 – 3.7)

4. The complaint arises directly from misleading advertising and subscription acquisition flows used to promote the Respondent's "Feeky Panda" subscription service, as documented in the original complaint and test results.
5. Clauses 3.5, 3.6 and 3.7 of the Code impose a positive obligation on the Respondent to ensure that any client, supplier, affiliate or sub-contractor - including its chosen third-party marketing supplier - is aware of the Code (clause 3.5), markets services in accordance with the Code (clause 3.6), and where the supplier is not a WASPA member, the Respondent remains liable for any resulting breaches (clause 3.7).

6. The Respondent's submission implies that the misconduct originated with the third-party marketing agency. However, in terms of clause 3.7, liability remains with the Respondent, irrespective of which party executed or implemented the marketing material.

7. No evidence was provided demonstrating that the Respondent implemented sufficient pre-emptive oversight, prior-approval processes, or ongoing screening controls that would constitute "reasonable steps" under clause 3.7 to mitigate liability.

Breaches of the WASPA Code of Conduct

8. Based on the test evidence, the Respondent's service was in breach of the following provisions of the Code:

- Clause 5.4 – failure to deal honestly and fairly with consumers;
- Clause 5.5 – dissemination of information likely to mislead by implication and omission;
- Clause 8.8 – advertising promoted content materially different from the service supplied; and
- Clause 15.4 – requiring or inducing consumers to subscribe to a service in order to claim an existing or implied reward.

9. The Respondent does not dispute that the documented acquisition flows occurred. Rather, it attributes them to an affiliate. As noted above, this does not negate liability under clause 3.7.

Remedial Actions Noted

10. The Compliance Department notes that the Respondent has:

- terminated the affiliate responsible for the traffic;
- blocked specific referrer URLs and domains;
- implemented additional monitoring and filtering controls.

11. These actions are acknowledged as remedial measures and may be considered in mitigation. However, they were implemented after consumer exposure had already occurred and do not extinguish liability for the period during which the service was non-compliant.

Conclusion

12. The evidence confirms that, at the time of testing, the Feeky Panda subscription service was promoted through misleading acquisition flows, in contravention of the Code.

13. In terms of clauses 3.5 to 3.7, the Respondent remains liable for breaches arising from the conduct of its third-party marketing suppliers. The Respondent's submission does not displace the findings of the original complaint, nor does it provide a valid defence under the Code.

14. We trust that the above clarifies the position and confirms the basis upon which the Respondent should be held liable for operating a non-compliant service.

Member's further response

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

We would like to take this opportunity to clarify our position and to reaffirm our full cooperation throughout this process.

At no point did we intend to distance ourselves from, or avoid responsibility for the incident in question.

As reflected in our previous submission, we conducted a thorough internal investigation and transparently shared all relevant technical data, traffic sources, and findings available to us at the time.

We intended to assist WASPA by providing a complete and accurate account of what occurred.

With regard to the acquisition channel, we would like to clarify that the traffic originated from Google-owned properties. Within the digital advertising industry, Google Ads and related Google platforms are generally regarded as among the most reliable and transparent traffic sources available. For this reason, and in line with common market practice, we do not apply additional pre-approval or security checks beyond our standard compliance controls specifically for Google originated traffic.

That said, our investigation confirmed that the affiliate misused unauthorized creative assets on a Google Site, which resulted in misleading representations to end users.

We acknowledge that this conduct breached the WASPA Code of Conduct, and we took decisive action by permanently terminating the affiliate and blocking the relevant domains, as previously communicated.

We trust that this clarification demonstrates that we acted in good faith, responded comprehensively with the information at our disposal, and implemented appropriate remedial measures to prevent a recurrence.

We remain committed to ongoing cooperation with WASPA and to maintaining the highest compliance standards within our network.

Sections of the Code considered

Service levels

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.

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

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, not having denied the alleged breaches, and having acknowledged some, is liable as per section 3.7 of the WASPA Code of Conduct, for the breaches of sections 5.4, 5.5, 8.8 and 15.4 committed by its affiliate.

The Adjudicator therefore concurs with the Complainant’s assessment that sections 3.5, 3.6 and 3.7 of the Code impose a positive obligation on the Member to ensure that any client, supplier, affiliate or sub-contractor - including its chosen third-party marketing agency - is aware of the Code (section 3.5), markets services in accordance with the Code (section 3.6), and where the supplier is not a WASPA member, the Member remains liable for any resulting breaches (section 3.7).

The Adjudicator further concurs, as per clause 11 of the Complainant’s Response, that even though the Member terminated the affiliate responsible for the traffic, blocked specific referrer URLs and domains, and implemented additional monitoring and filtering controls, that this in itself does not extinguish liability for the period during which the service was non-compliant.

The Complaint is therefore 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 taken several steps to prevent further harm and has considered these as mitigating factors.

Therefore, a fine of:

- R 5 000-00 is levied against the Member for its breach of section 5.4,
- R 5 000-00 is levied against the Member for its breach of section 5.5,
- R 5 000-00 is levied against the Member for its breach of section 8.8 and
- R 5 000-00 is levied against the Member for its breach of section 15.4,

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

In addition, any subscribed customers must be immediately unsubscribed from the Member's service and refunded in full.

Proof of the service un-subscription and full refund to be provided to WASPA within 7 days of receipt of this adjudication report.

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
