



Report of the Adjudicator

Complaint number	#61868
Cited WASPA members	T-MOB International (1936)
Notifiable WASPA members	Not applicable.
Source of the complaint	WASPA Compliance Department
Complaint short description	Misleading advertising
Date complaint lodged	2026-01-07
Date of alleged breach	2025-11-07 and 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	#61079
Fines imposed	The following fines are imposed on the Member for breaches of the Code as follows: A R5 000.00 fine for the breach of clause 5.5 of the Code;

	<p>A R5 000.00 fine for the breach of clause 8.8 of the Code; and</p> <p>A R10 000.00 fine for the breach of clause 15.4 of the Code.</p>
Other sanctions	<p>The Member must provide proof to the WASPA Secretariat that all customers affected by the non-compliant promotional material and subscription service have been reimbursed within 7 business days of publication of this adjudication report.</p>
Is this report notable?	<p>Not notable.</p>
Summary of notability	<p>Not applicable.</p>

Initial complaint

1. Whilst monitoring, testing services, and conducting compliance checks of test results, the WASPA Compliance Department (the Complainant) identified the Member's service which did not comply with the requirements set out in the WASPA Code of Conduct (Code). Three tests were concluded, and an outline of the test results, together with the alleged breaches of the Code is set out herein.

Annexure A

2. On or about 2025-11-07 a compliance test was conducted on the Telkom network. During the test, the tester clicked on an online article and was redirected to a page inviting participation in a survey offering a chance to win a smartphone with the following text: "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 new smartphone!".
3. After selecting the 'Continue' option to complete the survey, the tester was instead redirected to the landing page of an unrelated subscription service called 'Puppy Baby' charged at R5.00 per day. The tester clicked on the 'Get Started' button and was directed to the confirmation page for the subscription service. The tester then terminated the test due to apparent breaches of the Code within the subscription acquisition flow.

Annexure B

4. On or about 2025-11-24 a compliance test was conducted on the Telkom network. The tester browsed Facebook and clicked on an advertisement that stated: "South Africa – Get 25GB FREE data – All Networks". The tester was directed to a page and selected their network. They

were then directed to a page that had the following text: "Congratulations! You have only 10 seconds. Tap to earn your bonus!".

5. The tester clicked the 'Start' button, expecting to redeem the free data/bonus. Instead, they were directed to a page that stated: "TAP TO EARN YOUR BONUS. YOU HAVE 10 SECONDS." Following the instructions, the tester tapped the screen and was directed to a page that stated: "CONGRATULATIONS. You have 00:01:20 to get the bonus! CLICK THE BUTTON BELOW AND CLAIM YOUR REWARD".
6. The tester clicked the 'Claim Reward' button and was directed to the landing page for an unrelated subscription service called 'Puppy Baby' charged at R5.00 per day. The tester clicked the 'Get Started' button and was directed to the confirmation page for the subscription service. They then elected to stop the test.
7. The Complainant alleged that it appeared that the tester only needed to follow prompts to claim the free reward. However, it later became apparent that they first had to subscribe to the service in order to receive the reward, which constituted a breach of clause 15.4 of the Code. Alternatively, if no reward existed, the service was in breach of clauses 5.4 and 5.5 of the Code.

Annexure C

8. On or about 2025-11-24 a tester conducted a compliance test on the Telkom network. The tester responded to online advertisements promising a free gift or bonus that stated: "CONGRATULATIONS. You have 00:01:20 to get the bonus! CLICK THE BUTTON BELOW AND CLAIM YOUR REWARD." They followed the prompts as instructed, clicking through pages with buttons such as 'Claim Now' and 'Start' with the expectation of redeeming the advertised reward. The tester completed the steps displayed on the screens, including tapping within specified timeframes to earn the bonus. However, instead of receiving the promised free gift, they were redirected to the landing page of an unrelated subscription service called 'Puppy Baby' charged at R5.00 per day. When the tester clicked 'Get Started,' they were directed to the subscription confirmation page. At this point, the tester stopped the test due to observed breaches of the Code.
 9. Once again, the Complainant alleged that it appeared that the tester only had to follow prompts to claim the reward, but in practice, they had to subscribe to the unrelated service to access the bonus. This constituted a breach of clause 15.4 of the Code. Alternatively, if no reward actually existed, the service also breached clauses 5.4 and 5.5, as customers were misled into subscribing under false pretence.
-

Member's response

10. The Member acknowledged that the complaint concerned multiple test cases conducted in November 2025, where users were exposed to promotional flows advertising free gifts, smartphones, or data but were redirected to its subscription service called 'Puppy Baby' charged at R5.00 per day. The Member recognised that these flows created a mismatch between the advertised content and the actual service provided.
 11. The Member stated that upon receiving notice of the complaint, the Member's Compliance and Traffic Quality teams conducted an internal investigation into the relevant acquisition sources and timelines. The investigation confirmed that the non-compliant flows originated from third-party traffic sources and affiliate-driven promotional pages, which used misleading pre-landers and incentive-based messaging that did not accurately reflect the subscription service. The Member acknowledged that the user journey, as described by WASPA's testing, did not meet the required compliance standards.
 12. The Member confirmed that, prior to formal escalation of the complaint, they had taken corrective actions, including:
 - 12.1. Immediate traffic suspension: Blocking the traffic sources and affiliate networks responsible for the non-compliant flows;
 - 12.2. Affiliate enforcement: Permanently removing the responsible affiliates from their network;
 - 12.3. Operator engagement: Engaging with Telkom to clarify the issue and confirm that the affected traffic had been stopped; and
 - 12.4. Preventive controls: Implementing additional monitoring and filtering rules to detect and block similar incentive-based or misleading pre-lander traffic patterns.
 13. The Member expressed regret that the non-compliant advertising occurred, reconfirmed their commitment to compliance with the Code, and acknowledged the Complainant's findings.
-

Complainant's response

14. The Complainant submitted that the Member acknowledged that the non-compliant advertising flows originated from third-party traffic sources and affiliate-driven promotional pages. The Complainant alleged that the Member's submission did not materially dispute that the acquisition flows occurred. Rather, it relied on attribution of the conduct to third-party affiliates.
15. The Complainant noted that clauses 3.5, 3.6, and 3.7 of the Code imposed an ongoing obligation on members to ensure that any client, supplier, affiliate, or sub-contractor was aware of the Code (clause 3.5); marketed services in a manner compliant with the Code (clause 3.6); and, where not a WASPA member, that the member remained liable for any resulting breaches of the Code (clause 3.7).

16. The Complainant stated that clause 3.7 explicitly provides that liability for Code breaches cannot be avoided by attributing misconduct to third-party marketing suppliers or affiliates. The Complainant also highlighted that clause 3.7 of the Code only allows for “reasonable steps” taken by a member to be considered in mitigation.
17. Furthermore, the Complainant alleged that the Member had not provided sufficient evidence demonstrating that adequate prior approval controls, pre-emptive oversight mechanisms, or risk-based traffic screening were in place to prevent the misleading acquisition flows identified during testing.
18. The Complainant noted the Member’s representations that it had disabled and blocked the relevant traffic sources, terminated the responsible affiliates, engaged with the network operator, and implemented additional monitoring and filtering controls. While these steps were acknowledged as remedial actions and could be considered as mitigating factors to the extent supported by evidence, the Complainant emphasised that such actions had been taken after the non-compliant acquisition flows had already been active and accessible to consumers, and therefore did not negate the Member’s liability for the period during which the breaches occurred.
-

Sections of the Code considered

19. The following sections of the Code are considered herein and the clauses read as follows:

“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”).

Decision

20. The adjudicator considered the evidence, the Member's response, the Complainant's submissions, and the relevant clauses of the Code to determine whether breaches occurred, and, if so, the extent of the Member's responsibility and any mitigating factors. This decision sets out the findings and conclusions in respect of each alleged breach of the Code.
21. It is noteworthy that the Member has not disputed the results of the tests conducted by the Complainant and has in fact acknowledged breaching the cited clauses of the Code within the complaint.

Clause 5.4

22. In WASPA Appeal Panel decision #61079, the Appeal Panel confirmed that clause 5.4 is a generalist provision that should only be applied where a member's conduct breaches the Code and no other specific clause adequately addresses that conduct. The panel specifically held: "Moreover, when the Member's conduct is addressed by a clause other than clause 5.4, adjudicators should avoid finding that the Member also breached clause 5.4, as such a finding would amount to the imposition of a double penalty for the same conduct. Therefore, clause 5.4 cannot be used as a "catch-all" clause in these circumstances and is inapplicable.

Clause 5.5

23. Noting the Member's concession that certain clauses were contravened by a third-party, two provisions of the Code require specific consideration. The first is clause 5.5, which provides that a member must not knowingly disseminate information that is false, deceptive, or likely to mislead through inaccuracy, ambiguity, exaggeration, or omission. Clause 5.5 contains an element of knowledge or intention. The issue that arises is whether this requirement relates solely to the Member's direct conduct, or whether a member may be found to have contravened clause 5.5 where a third-party knowingly disseminates misleading information in connection with the Member's service. Clause 3.7 of the Code provides that a member is strictly liable for breaches of the Code committed by a third-party utilising its systems where that third-party is not a WASPA member. Therefore, in the circumstances where the identity of the third-party is known, the conduct of that third-party must, in terms of clause 3.7, be attributed to the Member.
24. The Member disseminated advertising flows that promised free data, prizes, and smartphones. Customers were led to believe they could claim these rewards without any additional cost, but in reality, they were redirected to a paid subscription service called 'Puppy Baby' charged at R5.00 per day (the Member's service). Furthermore, the Member did not dispute breaching clause 5.5 of the Code, nor did they confirm that the free data or smartphone were actually claimable once subscribed to its service. It is consequently inferred with confidence that the advertised iPhone and data rewards did not exist as prizes. Therefore, the Member's advertising was both false and misleading.

25. The enquiry then turns to whether the third-party knowingly disseminated false or misleading information. Having regard to the nature, extent, and on a balance of probabilities, the dissemination of false and misleading information is found to have occurred knowingly, as three separate compliance tests resulted in the same non-compliant findings. The Member is therefore found to have breached clause 5.5 of the Code.

Clause 8.8

26. Clause 8.8 requires that the content promoted in advertising must be the same as the content delivered to the customer as part of the advertised service. In this case, the Member advertised free data, prizes, and smartphones, creating the impression that customers would receive those rewards directly when engaging with the Member's service. However, customers were instead redirected to the Member's service, which related to educational content for children. The content customers received was entirely different from what was advertised, and customers were misled into believing they would get free rewards that never materialised. Therefore, the Member is found in breach of clause 8.8 of the Code.

Clause 15.4

27. Clause 15.4 of the Code provides that a member may not require a customer to subscribe to a subscription or notification service in order to claim an existing reward, redeem loyalty points, or obtain a similar benefit. The clause specifically prohibits marketing practices that suggest that a reward can only be claimed once a customer has joined a service.
28. The Member's promotional material prompted customers to subscribe to its service in order to claim a reward. The promotional wording stated: "CONGRATULATIONS. You have 00:01:20 to get the bonus! CLICK THE BUTTON BELOW AND CLAIM YOUR REWARD". This wording created the impression that customers were eligible to receive a reward and that immediate action was required to secure it.
29. The tests conducted under Annexures A, B, and C instructed customers to click on buttons such as 'Claim Reward' and 'Get Started'. Customers who followed these prompts were led to believe that they were redeeming the advertised reward. However, instead of receiving the promised free prizes, customers were redirected to the landing page of the Member's unrelated service.
30. The requirement that customers subscribe to the Member's service in order to claim the advertised reward constitutes a contravention of clause 15.4, as customers were required to join a paid subscription service before being able to claim the purported reward.

31. In conclusion, the Member is found in breach of clauses 5.5, 8.8, and 15.4 of the Code.

Sanctions

32. In determining an appropriate sanction, consideration is given to the mitigating factors presented. The Member submitted that it disabled and blocked the relevant traffic sources, terminated the responsible affiliates, engaged with the network operator, and implemented additional monitoring and filtering controls. Although these measures were implemented after the non-compliant acquisition flows had already been active and do not absolve the Member of liability, they demonstrate remedial action and a willingness to address the identified compliance failures. It is further noted that there are no previous adjudication reports against the Member involving the same or similar breaches of the Code, which is taken into account as an additional mitigating factor.
 33. The adjudicator also considered the following aggravating factors. The Member's service was a paid subscription service, which created a risk of recurring financial harm to consumers. It is apparent that real customers were adversely affected by the misleading marketing. Additionally, three separate promotions were non-compliant, increasing the potential reach of the contraventions and the likelihood that multiple consumers were impacted.
 34. The following fines are imposed on the Member for breaches of the Code as follows:
 - 34.1. A R5 000.00 fine for the breach of clause 5.5 of the Code;
 - 34.2. A R5 000.00 fine for the breach of clause 8.8 of the Code; and
 - 34.3. A R10 000.00 fine for the breach of clause 15.4 of the Code.
 35. Furthermore, the Member must provide proof to the WASPA Secretariat that all customers affected by the non-compliant promotional material and subscription service have been reimbursed within 7 business days of publication of this adjudication report.
-