WASPA
WIRELESS APPLICATION SERVICE PROVIDERS' ASSOCIATION

Report of the Adjudicator

Complaint number	**#62604**
Cited WASPA members	**PCCW Vuclip** **Membership no: 2053**
Notifiable WASPA members	**N/A**
Source of the complaint	**WASPA Compliance Department**
Complaint short description	**Misleading advertising** **promotion of unrelated subscription service**
Date complaint lodged	**2026-08-27**
Date of alleged breach	**2026-08-20**
Applicable version of the Code	***17.14***
Clauses of the Code cited	**5.5; 8.8**
Related complaints considered	**N/A**

Fines imposed	**The member breached clauses 5.5 and 8.8.** **The member is fined:** **a) R5,000.00 for the breach of clause 5.5;** **b) R5,000.00 for the breach of clauses 8.8** **Total fine: R10,000, payable to WASPA within 14 days of publication and receipt of this adjudication.**
Other sanctions	**None**
Is this report notable?	**Not Notable**
Summary of notability	**N/A**

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1. Initial complaint

1.1 This complaint was lodged by the WASPA Compliance Department ("the complainant") on 27 August 2026 following two compliance tests conducted on the MTN network on 20 August 2026. The complaint was initially referred to the member under WASPA's informal complaints process. The member did not provide a substantive response within the five-working-day informal period and the matter was accordingly escalated to the formal complaints process on 8 September 2026.

1.2 During the first test, the tester was browsing a Blogspot page and encountered a banner advertisement containing, amongst other things, the wording:

"Game on!
Endless Fun
Download Now,
Play Free!"

The tester clicked on the banner with the expectation of being directed to free gaming content. Instead, the tester was redirected to a landing page for the "Viu Daily" subscription service, charged at R7.00 per day.

1.3 The tester entered their MSISDN and clicked “Continue”, whereafter the tester was directed to a confirmation step setting out instructions on how to subscribe to the service. The tester stopped the test at that point and did not complete the subscription.

1.4 The underlying test record identifies the advertising channel as Blogspot, the advertising platform/brand as an affiliate, and the service as a R7.00 daily subscription. The issues identified during testing included misleading advertising, advertising for a different product, inappropriate use of the word “free” and non-permitted affiliate use.

1.5 During the second test, conducted on the same day, the tester was browsing Facebook and clicked on a link under the “Vogue Vista” profile with the expectation of accessing content or information concerning a Real Madrid player.

1.6 Instead, the tester was again redirected to the Viu Daily subscription landing page, charged at R7.00 per day. The tester entered their MSISDN, clicked “Continue”, and reached the subscription confirmation step before stopping the test.

1.7 The test record for this instance similarly identifies the advertising source as an affiliate, this time through Facebook, and records misleading advertising by omission and non-permitted affiliate use amongst the issues identified.

1.8 The essence of the complaint is therefore that, through two separate advertising placements, consumers were presented with promotional content which created an expectation of receiving content materially different from the paid Viu Daily subscription service to which they were ultimately redirected.

1.9 The complainant accordingly alleges breaches of clauses 5.5 and 8.8 of the WASPA Code of Conduct (“the Code”)

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2. Member’s response

2.1 The member did not provide a substantive response during the informal complaints period. When the complaint was escalated on 8 September 2026, the member responded immediately to advise that the matter had been sent to its team for investigation and action. The member also advised that it had experienced difficulty accessing and downloading the complaint documentation.

2.2 On 24 September 2026 the member provided its substantive response. It stated that it had identified the partner responsible and had shut down all campaigns being run with that partner with immediate effect.

2.3 The member also supplied evidence of an internal communication instructing the relevant partner to pause all MTN South Africa campaigns and to cease sending traffic immediately.

2.4 The member did not dispute the test results, the content of the impugned advertisements, the fact that the advertisements redirected consumers to Viu Daily, or the

complainant's contention that the promotional material was non-compliant. Its response was directed principally at identifying the responsible third-party source and stopping the relevant campaigns.

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3. Complainant's further response

3.1 On 7 October 2026, the complainant advised that it had considered the member's submission but regarded the original complaint and supporting evidence as sufficient to set out the dispute.

3.2 The complainant did not provide any further substantive allegations. It expressly noted the corrective action taken by the member.

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4. Member's further response

4.1 There was no further response from the member.

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5. Sections of the Code considered

5.1 The conduct complained of occurred on 20 August 2026. Version 17.14 of the Code was applicable at that time.

5.2 The specific clauses cited in the complaint read as follows:

> ***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.*

5.3 Because the member attributes the impugned marketing to a third-party partner or affiliate, clauses 3.5, 3.6 and 3.7 are also relevant to the determination of liability.

5.4 In summary, clauses 3.5 and 3.6 require a member to ensure that a non-member client, supplier, affiliate or sub-contractor providing or marketing services covered by the Code is aware of the Code and provides and markets those services consistently with its

requirements. Clause 3.7 provides that the member is liable for Code breaches resulting from services offered or marketed by such a non-member third party, although reasonable preventative steps taken by the member may be considered in mitigation.

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6. Decision

6.1 The factual position demonstrated by the two tests is, in my view, relatively clear. In both instances, consumers were presented with advertising which created an expectation materially different from the Viu Daily subscription service which followed.

6.2 In the first test, a consumer responding to the phrases “Game on!”, “Endless Fun”, “Download Now” and, particularly, “Play Free!” would reasonably expect to be directed to free gaming content. The consumer was instead taken into an acquisition flow for Viu Daily, a subscription service carrying a recurring charge of R7.00 per day.

6.3 The second test demonstrates the same fundamental problem through a separate promotional route. The tester selected content apparently concerning a Real Madrid player but was again redirected into the Viu Daily paid subscription journey.

6.4 The member does not dispute these facts. Rather, it identifies a third-party partner as the source of the campaigns and confirms that it subsequently stopped the campaigns associated with that partner.

Third-party responsibility

6.5 The fact that the advertisements originated through an affiliate or third-party partner does not, without more, relieve the member of responsibility.

6.6 The Code expressly regulates services marketed by clients, suppliers, affiliates and sub-contractors. Where such a third party is not itself a WASPA member, clauses 3.5 to 3.7 place responsibility on the member to ensure awareness of and compliance with the Code, and clause 3.7 makes the member liable for breaches resulting from the third party’s marketing.

6.7 Nothing in the material before me establishes that the identified partner was itself a WASPA member, and the member has not sought to rely on that proposition or to identify another WASPA member as the proper respondent. On the contrary, it accepted responsibility for investigating the source and shutting down that partner’s campaigns.

6.8 The member has also not produced evidence of the preventative measures which were in place before these tests, such as prior creative approval, restrictions on redirect URLs, monitoring of affiliate placements, compliance obligations imposed on the partner or active traffic-quality controls.

6.9 The steps taken after the complaint are relevant mitigation, but do not remove liability for the campaigns that were already live when tested.

Clause 5.5

6.10 Clause 5.5 contains an element of knowledge. A finding under this clause therefore requires more than the fact that an advertisement ultimately proved inaccurate. The evidence must support a conclusion that misleading or deceptive information was knowingly disseminated.

6.11 On the balance of probabilities, that threshold is met here.

6.12 These were not minor inaccuracies or ambiguous statements within otherwise accurate advertisements. In the first test, the advertising expressly represented gaming, downloading and free play, but its link led to a paid Viu Daily subscription service. In the second test, content apparently concerning a football player similarly led into the same paid subscription flow.

6.13 Two separate promotional placements, through two different channels, produced the same type of mismatched destination. The member subsequently identified the responsible partner and stopped that partner's campaigns. There is no evidence before me of an accidental technical redirect, malicious interception or other event which would explain the mismatch independently of the affiliate advertising activity.

6.14 I therefore find, on the probabilities, that the third-party marketer knowingly disseminated promotional information which was deceptive and likely to mislead consumers as to the service they would receive.

6.15 For the reasons set out above concerning clauses 3.5 to 3.7, that conduct is attributable to the member for purposes of the Code.

6.16 Accordingly, I find a breach of clause 5.5.

Clause 8.8

6.17 Clause 8.8 is directly engaged by the conduct demonstrated in both tests.

6.18 In the first instance, the content promoted was free gaming content. The service presented after the consumer engaged with that advertising was a paid Viu Daily subscription service.

6.19 In the second instance, the promoted content concerned a Real Madrid player. The consumer was instead directed to the same Viu Daily paid subscription flow.

6.20 There is no evidence before me demonstrating that the gaming or football-related content presented in the advertisements formed the content being supplied as part of the advertised Viu Daily service. More importantly, the service presented to the consumer after engaging with the advertising was materially different from what the consumer had been led to expect.

6.21 This is precisely the mismatch which clause 8.8 prohibits: the advertising caused the consumer to believe that they were engaging with one service or category of content when they were instead directed toward an entirely different paid service.

6.22 Accordingly, I find a breach of clause 8.8.

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7. Sanctions

7.1 Before determining sanction, I take into account the nature and seriousness of the breaches, the potential consumer harm, any previous successful complaints of a similar nature against the member, the member's response and remedial action, and any efforts made by the Member to resolve the matter.

7.2 The aggravating factors are:

7.2.1 there were two separate non-compliant advertising instances through two different channels, rather than a single isolated placement;

7.2.2 the mismatch between the advertisements and the service was substantial. Consumers responding to free gaming or football-related content were instead directed to a recurring paid subscription service;

7.2.3 the words "Play Free!" in the first advertisement materially heightened the potential for consumers to be misled when the destination was a service charged at R7.00 per day;

7.2.4 both Blogspot and Facebook are capable of broad consumer reach; and

7.2.5 the member has supplied no evidence of preventative affiliate-monitoring or approval controls that existed before the non-compliant campaigns were detected.

7.3 I do not treat the member's failure to provide a substantive response within the informal complaints period as a significant aggravating factor. Although the informal deadline was missed, the member responded immediately when the matter was escalated and advised WASPA that it was experiencing difficulty accessing the complaint documentation.

7.4 The mitigating factors are:

7.4.1 once the matter was investigated, the member identified the responsible partner and stopped all campaigns being run through that source;

7.4.2 the member supplied evidence that an instruction was issued to stop the relevant MTN South Africa traffic;

7.4.3 the complainant expressly acknowledged that corrective action had been taken and did not seek to add further evidence;

7.4.4 the tests were stopped at the confirmation stage and the evidence in this complaint does not establish that either tester actually subscribed or incurred a charge; and

7.4.5 there are no previous upheld complaints against the member involving the same or similar misleading advertising conduct.

7.5 The remedial action is material mitigation, but it occurred only after the campaigns had been identified through WASPA testing. There is insufficient evidence to justify treating the breaches as having resulted despite a demonstrated and effective pre-existing affiliate compliance framework.

7.6 I have also taken into account previous precedent set by WASPA adjudicators and appeal panels in previous complaints for the same or similar contraventions when determining appropriate sanctions.

7.7 I therefore impose the following fines:

a) **R5 000.00** for the breach of clause 5.5; and

b) **R5 000.00** for the breach of clause 8.8.

7.8 The total fine imposed is **R10 000.00**, payable to WASPA within 14 days of publication and receipt of this adjudication.

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8. Matters referred back to WASPA

N/a
