



## REPORT OF THE ADJUDICATOR

<b>WASPA Member (SP)</b>	Sybase 365
<b>Information Provider (IP)</b> (if any)	Blink International BV
<b>Service Type</b>	Subscription service
<b>Source of Complaints</b>	Anonymous
<b>Complaint Number</b>	1761
<b>Date received</b>	9 August 2007
<b>Code of Conduct version</b>	5.3

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### Complaint

An anonymous complainant who is employed by a WASP lodged a complaint via the WASPA website on 9 August 2007. The complaint claims that a television advertisement flighted on SABC for a RADAR graphic screensaver contravenes the WASPA Code of Conduct and Advertising Rules in 2 ways:

Firstly, the complainant alleges that the advert contravenes section 11.1.2 of the Code in that the viewer is misled into joining a subscription service by requesting the single content item advertised; i.e. bundling.

Secondly, the complainant alleges that the advert contravenes Rule 1.6 of the WASPA Advertising Rules in that it fails to disclose the required pricing / cost information for the advertised subscription service. In particular, this includes: a) the periodic subscription charge; b) the charging frequency; and c) any additional premium-rated charges that might be applicable to access particular content.

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### SP Response

The IP in this matter is also a member of WASPA. The SP's response includes a substantive response from the IP to the complaint. The IP deals with the 2 issues raised in the complaint separately. Firstly, the IP argues that the advert clearly states in various places that a subscription service is being offered. The advertised content item is but one of the screensaver graphics on offer to users of the subscription service.

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Secondly, the IP argues that the necessary information required in the Advertising Rules regarding the subscription service, in particular the periodic subscription charge, the frequency of the charges and any additional premium rated charges for accessing content.

The IP goes on to state that it has in any event amended its advertisements to provide further clarity around the nature and pricing of the advertised service. The form of the advert complained of is no longer being broadcast by the IP.

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### **Sections of the Code considered**

Section 11.1.2 of the Code and Rule 1.6 of the Advertising Rules.

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### **Decision**

I have examined the advertisement complained of in its past and current form. It is clear from the advert that the IP is offering a subscription service and that the RADAR graphic is but one of the screensavers available to users of the service. I find no evidence of bundling here.

Regarding the proper disclosure of the required pricing information etc for the IP's subscription service, I am satisfied that the Advertising Rules have been complied with. The cost per screensaver e.g. R10/screensaver, together with the words "subscription service" below it, appears in a rectangle in the top right hand corner of the display screen. The frequency of the charges and the total cost of the service appears in the terms and conditions displayed at the bottom of the page.

I therefore find that there has been no contravention of the Code or the Advertising Rules and the complaint is accordingly dismissed.