

Decision of the ADVERTISING REGULATORY BOARD

Complainant	Prof Martin Olivier
Advertiser	Vodacom (Pty) Ltd
Consumer/Competitor	Consumer
File reference	Vodacom – Prof Martin Olivier
Outcome	Dismissed
Date	24 May 2019

The Directorate of the Advertising Regulatory Board has been called upon to consider a complaint lodged by Prof Olivier against Vodacom online advertising.

Description of the advertising

The material in question is:



and

Why shop online with Vodacom?

- FREE delivery**
 Get FREE delivery within South Africa on cellphone contracts, upgrades and prepaid devices.
[Terms and conditions apply](#)
- Buy online and SAVE!**
 Save up to R300 with your next cellphone contract or prepaid deal with FREE SIM, FREE connection and FREE delivery. Plus, no R150 upgrade fee!
- 14-Day return policy**
 Not satisfied with your smartphone or any other purchase? Contact us within 14 days of delivery and we will arrange for collection, a refund or replacement.*
[*Terms and conditions apply](#)

Contact us

Complaint

The Complainant raised a number of issues:

- He took issue with the claim of “easy self service” because he struggled with setting up his router and the portal which, inter alia, provided the usage report, did not work;
- The advertisement states that the Huawei HG659 is included with all Fibre contracts. However, the included modem is locked down so that the user cannot change and settings in the manner described in the online help section.
- On vodacom.co.za the following promise is made: "14-Day return policy Not satisfied with your smartphone or any other purchase? Contact us within 14 days of delivery and we will arrange for collection, a refund or replacement.*" The terms and conditions state that one should log into the order history to request such a return. However, the Complainant's fibre order was not listed there to request such a return.
- In the "Vodacom Fibre FAQ's" an item is included that purports to be a "Setup guide for a Vodacom Fibre connected home". The Complainant submits that the setup that follows is not for a connected home as that concept is understood in 2019.

Response

The Advertiser advised that Prof Olivier initially placed an order through online for an integrated price plan with interim LTE. Due to the account having a landline number instead of a cell phone, this was logged as a Pseudo Order. This Pseudo Order was cancelled and a new order was created for Prof Olivier for a stand-alone fibre deal once his mobile number details were obtained. The router was delivered to Prof Olivier on 13 March 2019 and the ONT was installed at his premises on the same day, after which Prof Olivier self-installed by following the guides given.

“Easy self-service” claim

The online advert in question clearly states, *“Easy self-service ... Easily view your balances and top up wherever you are”*. Prof Olivier’s complaint, however, suggests that this claim is false as a *“usage measurement”* and for *“top up”*.

The self-service component of the value proposition is clearly stated in the on-line advert: it relates to viewing your balances and topping up data, and nothing else, and not to *“usage measurement”*, as erroneously claimed by Prof Olivier. The self-service ability to view balances and perform top-ups is only available once the solution is completed, and it is submitted that a reasonable consumer would readily understand that prior to completion this self-service ability would not be available.

The fundamental issue with Prof Olivier’s fibre solution was the Geographical Number Porting (GNP) request that was preventing his solution from completion. Prof Olivier’s GNP request was cancelled due to the number being disconnected. The request for the removal of the GNP was submitted on 14 April 2019 and is being processed - once this request is completed, the solution will be completed and Prof Olivier will be able to view/measure his data usage and perform data top up.

It is accordingly submitted that the claim “*Easy self-service ... Easily view your balances and top up wherever you are*” in the context of the on-line advert in question is not misleading, and that Prof. Olivier’s concerns relate to his service-related experience which essentially stemmed from the GNP request.

Vodacom’s 14-day return policy

Prof Olivier submits that contrary to Vodacom’s 14-day return policy, he was unable to return the router. The 14-day return policy that he is referring to is applicable to, *inter alia*, orders placed online for handsets, however, fibre orders do not include tracking and return of Vodacom Fibre sales orders.

The on-line advert in question makes no mention of a 14-day return policy, and as such, the advert cannot be considered to be misleading given the basis of this specific objection.

“Connected home” claim

Prof Olivier suggests that “... *configuration of the modem is required*” to be an appropriate basis for a connected home, as the notion is understood in 2019. The claim “*connected home*” is not used in the on-line advert objected to, and as such the advert cannot be considered to be misleading given the basis of this specific objection.

Prof Olivier further submits that his email to the Fibre Customer Support Centre was ignored. This is clearly not an objection relating to the on-line advert in question, but to a service-related concern.

Application of the Code of Advertising Practice

The following clauses were considered in this matter:

Misleading claims – Clause 4.2.1 of Section II

Decision

Having considered all the material before it, the Directorate of the ARB issues the following finding.

What is clear from the complaint is that the Complainant experienced frustrating service problem with his Vodacom fibre product that appear *ex facie* to stem from his use of a landline and other problems in settings. At the date of complaint these issues were not resolved and the Complainant was not able to use the service.

The ARB cannot consider service related issues. Its sole mandate is to consider whether the advertising is in breach of the Code, and in this matter in breach of Clause 4.2.1 of Section II against misleading advertising. It is this that will be considered.

Easy self service

The “Easy self service” claim is very specifically in relation to two things – “view balances and top up wherever you are”.

This is clearly a service offered once the user is connected to the fibre and is fully functioning, as without that they would not have a “balance” to view, or a need to top up. As submitted by the Advertiser, the Complainant was not yet actually a user and therefore did not have access to these services.

There is nothing before the Directorate to show that an actual user of the fibre services would not be able to access this functionality.

The advertising is therefore not misleading in this regard.

HG659 Router included with all Fibre contracts

The Complainant took issue with this claim because the modem is locked down and he could not change his settings as described in the accompanying instructions.

However, he did *ex facie* receive the HG659 router that is offered with the contract.

The advertising is therefore not misleading, and this once again appears to be a service related issue.

14 Day Return Policy

The 14 Day Return policy is under the heading “Why shop online with Vodacom?” and states “Not satisfied with your smartphone or any other purchase? Contact us within 14 days of delivery and we will arrange for collection, a refund or replacement.*”

It appears on the Vodacom home page, beneath a banner advertising a particular device. It does not appear on and is not referenced on the Fibre offering page.

It is patently clear to the Directorate that this offer refers only to purchases made online, and is therefore by its nature only the type of product – such as a device – that can be delivered. It does not apply to installed services such as fibre, which is the service that the Complainant is using.

The advertisement is not misleading in this respect.

Vodacom Fibre Connected Home

The Complainant takes issue with whether the product offers a connected home in the sense used in 2019, and he refers in his complaint to home automation and smart homes.

The Advertiser has submitted that the term is not used in the advertising.

The Directorate perused the FAQs and found that the term “Vodacom Connected Home” is indeed frequently used (see

<http://help.vodacom.co.za/personal/subtopics/61/Vodacom-Fibre/382/General>)

However, this is clearly used in the context of a fibre offering. The Directorate is of the opinion that the consumer would understand it to mean a home that is connected to

the internet by way of Vodacom Fibre, and not an automated or smart home. The hypothetical reasonable consumer would understand that it takes more than a fibre connection, which is the advertised product, to achieve the outcome of an automated home.

The advertising is therefore not misleading in this respect.