

COMPLAINT NUMBER	17/421
COMPLAINANT	D. Razmirez Claros
ADVERTISER	MyRepublic
ADVERTISEMENT	Digital Marketing
DATE OF MEETING	27 November 2017
OUTCOME	No Grounds to Proceed

Advertisement: The banner advertisement for MyRepublic appeared on the Trade Me website and said, in part: “Blast into Ultra-Fast Fibre Broadband. Ultra-Fast upto 950mbps. \$99.99 mth. Unlimited data.” The fine print said “T/C’s 12 month term. Offer only available for new residential customers in select areas. \$249 Early Termination Fee Applies.”

The Chair ruled there were no grounds for the complaint to proceed.

Complainant, D. Razmirez Claros, said: “Advertising an offer for fibre broadband, but when I click through the offer is only available in certain areas, I would have thought it could be only targeted to the correct cities in New Zealand. Seems misleading making me click to their website and find out the offer isn’t available to me, they then use the opportunity to promote another price and speed.

Additionally, It’s hard to read if the offer is \$99.99 per month and if the speed is 950Mbps download and upload or just download.”

The relevant provisions were Code of Ethics - Basic Principle 4, Rule 2;

The Chair noted the Complainant’s concerns it was not clear the broadband offer was only available in certain areas and it was difficult to read aspects of the advertisement.

The Chair noted the advertisement said “Offer only available for new residential customers *in select areas*” and she was of the view this made it clear the offer did not apply in all areas. The Chair also noted that it was well known that Fibre was not available in all areas of New Zealand and the nature of the product meant that consumers had to enter their address details to see availability in their specific location.

With regard to the Complainant’s concerns the advertisement was hard to read, the Chair noted the advertisement was a lower resolution however, in her view the advertisement was sufficiently clear.

The Chair ruled the advertisement was unlikely to mislead or deceive consumers and had been prepared with a due sense of social responsibility and ruled the complaint was not in breach of Rule 2 or Basic Principle 4 of the Code of Ethics.

Accordingly, the Chair ruled the complaint had No Grounds to Proceed.

Chair’s Ruling: Complaint **No Grounds to Proceed**