

<b>COMPLAINT NUMBER</b>	20/238
<b>ADVERTISER</b>	Vodafone NZL
<b>ADVERTISEMENT</b>	Vodafone, Television
<b>DATE OF MEETING</b>	22 June 2020
<b>OUTCOME</b>	No Grounds to Proceed

**Advertisement:** The Vodafone television advertisement promotes its "Endless dataaaaaaaaa" plan which includes a buy one get one half price offer. The voiceover says "endless dataaaaaaaaa" and explains how customers can get one pay monthly mobile plan from \$60 and add up to four more at half price.

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

**Complaint:** Absolutely disgraceful Vodafone NZ ad about Endless Dataaaaaaaaa. The advertisement offends the decency and offensiveness guidelines in the Advertising Standards Code because it is bloody annoying and uses offensive and provocative copy to promote Vodafone's services.

The advertisement is also false and misleading in a way that is likely to mislead because the data is only endless at reduced speeds. This fact is not mentioned on the Television advertisement. So-called "Endless" data that is made available at crippled speeds is not, in any useful or meaningful sense, endless (the definition of which refers to having or seeming to have no end, limit, or conclusion; boundless; infinite; interminable; incessant).

My request is that the advertisement should be taken down or ceased immediately.

**The relevant provisions were Advertising Standards Code - Principle 2, Rule 2(b);**

**Principle 2: Truthful Presentation:** Advertisements must be truthful, balanced and not misleading.

**Rule 2(b) Truthful Presentation:** Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission, false representation or otherwise. Obvious hyperbole identifiable as such is not considered to be misleading.

**The Chair** noted the Complainant's concern the advertisement is annoying is and misleading to use the term 'endless data' when it is only available at reduced speeds.

The Chair carefully reviewed the advertisement and said it was not misleading as it included the standard qualifier in the fine print of the advertisement which said "Speeds reduced after Max Speed data allowance exceeded. All plans must be of the same value, and on the same billing account. T&Cs apply." The Chair said the presence of this super prevented the advertisement from breaching Rule 2(b) of the Advertising Standards Code.

While the Chair acknowledged the Complainant's frustration with the execution and overall tenor of the advertisement, there was nothing in the content that was a breach of the Advertising Codes.

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

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

**APPEAL INFORMATION**

According to the procedures of the Advertising Standards Complaints Board, all decisions are able to be appealed by any party to the complaint. Information on our Appeal process is on our website [www.asa.co.nz](http://www.asa.co.nz). Appeals must be made in writing via email or letter within 14 calendar days of receipt of this decision.