

COMPLAINT NUMBER	20/176
ADVERTISER	Vodafone NZL
ADVERTISEMENT	Vodafone Unaddressed Mail
DATE OF MEETING	4 May 2020
OUTCOME	No Grounds to Proceed

Advertisement: The text advertisement for the Vodafone Social Pass said “Lockdown levels are changing, but the way we stay social remains the same... Reply YES by Thursday and we’ll give you a 90 day Social Pass for FREE ...Some functions will still use your plan data. Terms apply, see [Vodafone.co.nz/pass](https://www.vodafone.co.nz/pass).”

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

Complaint: On reading this text, at no point in the ad did I get a sense that by responding I might be signing up to an automatically rolling over option that would cost up to \$10 a month. Nowhere in there terms and conditions page does it show any information about renewal or whether it automatically rolls over at the end of the period. Etc...
If this does trigger an ongoing contract or auto rollover I believe it's extremely disingenuous advertising.

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 concerns the advertisement was misleading.

The Chair said the offer outlined in the advertisement was available for existing customers until 30 April 2020 and is still available for new customers until 30 June 2020.

The Chair acknowledged there was limited information about the offer in the text advertisement, as text communication is generally brief. The Chair noted there was a hyperlink to the full terms and conditions, which included the following:

“This offer will automatically be added to your account once you have activated your MyFlex SIM before 30 June 2020. Once activated, the offer will last for 90 days. This offer will show in your MyVodafone app as a monthly social pass which will renew 3 times.”

The Chair said the advertisement promoted a special offer linked to the COVID-19 Lockdown. Information in the full terms and conditions noted the offer would last for 90 days. The Chair also noted the pricing for Social Passes on the Vodafone website included “Social

Pass options available in the My Vodafone app: \$2 for 1 Day, \$5 for 7 Days, \$10 for 28 Days.”

The Chair said the advertisement was not required to list pricing options for Social Passes, should customers wish to continue with the option at the end of the 90 days.

The Chair said the advertisement was not likely to mislead or deceive consumers and was not in breach of Principle 2 or Rule 2(b) of the Advertising Standards Code.

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. Appeals must be made in writing via email or letter within 14 calendar days of receipt of this decision.