

COMPLAINT NUMBER	22/121
ADVERTISER	Spark NZ Ltd
ADVERTISEMENT	Skinny NZ, SMS message
DATE OF MEETING	26 April 2022
OUTCOME	No Grounds to Proceed

Advertisement: The Skinny text message states, "Hey! We've got a deal just for you! Reply YES to get our \$36 Plan for \$16. That's just \$16 for 4.5GB High Speed Data, Endless data at reduced speeds, unlimited NZ/AU minutes, AND unlimited texts to NZ/AU (renews every 28 days!)! This new plan will replace and cancel any plan you are currently on. Offer available once and ends 17Apr22. Plan will renew at full price in 4 weeks' time /Skinny".

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

Complaint: I received a SMS from Skinny on 11th April 2022 as follows:
"Hey! We've got a deal just for you! Reply YES to get our \$36 Plan for \$16. That's just \$16 for 4.5GB High Speed Data, Endless data at reduced speeds, unlimited NZ/AU minutes, AND unlimited texts to NZ/AU (renews every 28 days)! This new plan will replace and cancel any plan you are currently on. Offer available once and ends 17Apr22. Plan will renew at full price in 4 weeks' time /Skinny "

Essentially tis is a short term i month deal that expires in 4 weks and then one has to pay the full \$36 d/ month.

This is deliberately uncklealry wiorderd.

I asked an online Skinny Customer consultant to explain and they were able to clearly state that:

Me

"I got a txt saying I could getr the \$36 Plan for \$16 dollars, does this mean then i continue to pay only \$16 and get the full \$36 Paln for \$16 forever."

"[Skinny Customer Consultant]:

No, it is only valid for one month at that price."

In the SMS ad it is not clear which plan will renew in 4 weeks and the crucial condition that it is only a month discount of \$20 is not at all obvious.

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 acknowledged the Complainant was concerned the advertisement did not make it clear the offer applied for one month only and their plan would then renew at full price.

The Chair reviewed the advertisement. She considered the likely consumer takeout was that the “\$36 Plan”, usually \$36 per month, was being offered for \$16. She noted the advertisement included the statement, “Plan will renew at full price in 4 weeks’ time” and said she believed most consumers would understand they would be charged \$36 – the full price of the plan – after 4 weeks.

The Chair said the terms of the offer were made sufficiently clear and the advertisement was not likely to mislead most consumers. She confirmed it was not in breach of Principle 2 or Rule 2(b) of the Advertising Standards Code.

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

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 with notification of the intent to appeal lodged within 14 calendar days of receipt of the written decision. The substantive appeal application must be lodged with the ASA within 21 calendar days of receipt of the written decision.