

DECISION

FIRST INSTANCE JURY

Complaint by	Consumer
Advertiser	Primetel - Christmas Mobile Offer 2022
Issue / Complaint	“Misleading advertising - Offer is for mobile plan however when taken with device - monthly price shown appears to be for the device only and does not indicate the total cost with the mobile plan even though the price states for example "With Giga Unlimited" underneath the price”
Decision issued	Monday 16 January 2023

Advertiser’s Response (translated into English):

«With reference to the above subject and in continuation of your email dated 04/01/2023 but also of our telephone communication, we note the following:

1. As a general comment, we note that our company always complies with the relevant legislation regarding consumer protection but also the proper promotion of its products and services.
2. From what we have realized after the clarifications given to us by phone, the Complainant's complaint has nothing to do with the content of Christmas Offer (hereinafter the "Offer") of our company (as the company's Offer is not misleading) but refers to the way it appears on the website during device selection. Having proceeded to investigate what you mentioned to us, we found that there was a technical problem with our website which was generally affecting the possibility of choosing a device in combination with a mobile telephony package.
3. Upon finding the technical problem, our company immediately proceeded to remove the relevant offer and this has resolved the problem to a degree. At present, when a consumer chooses to add a device with a plan in the shopping cart, and then chooses from the shopping cart the option "Proceed to Checkout" (stage where someone can see what they've included in their cart – without making any purchase), then one can review the breakdown of the price in detail (monthly fixed monthly charge, down payment and device instalment).
4. At the same time, we note that our company is in communication with the manager of our company's website in order to solve the technical problem that arose during the Christmas offer, as well as to add the pricing analysis from the first stages of browsing our website, for greater convenience of our website visitors.

We remain at your disposal for any clarifications and/or any additional information.».



Jury Assessment:

1. The jury took careful note of the complaint filed and the advertisers' written information.
2. It also devoted significant time to perusing the website online, replicating the consumer journey with the choice of a mobile plan and then a device, using as starting point the URL <https://primetel.com.cy/giga-smart-mobile-plans-en>
3. The jury notes the following issues during that process, which, as mentioned above, starts with the choice of a plan, then a device, addition to cart and finally the choice of "Proceed to Checkout", where the buying information analysis is displayed.
4. As the company confirms, the website displays the analysis of the entire offer **after** the consumer **a)** has added the plan/device to cart and **b)** Proceeded to checkout. In the opinion of the Jury, that is not an acceptable situation. The Jury welcomes the company's willingness and actions to make the necessary changes and confirms that the **analysis of the offer** should be presented to the consumer **before the consumer makes any transactional/purchase indication**, i.e., before adding to cart.
5. Moreover, the jury notes that if, as is the case at present with the Primetel mobile plans, a plan has a discounted price for the first 12 months, the analysis shown to the consumer should include **all the information for the discounted period and the period when the plan will revert to the higher/non-discounted price**, which is not the case at present.
6. Finally, the Jury realises that at present, when calculating the cost of a plan with a device, the website has a **default** position which does not comply with the consumer choice. Having tried the consumer journey many times, the Jury notes that, even when the choice made was the plan *Giga Smart* or *Giga Smart Plus*, when they proceeded to choose a device, the calculation was made with *Giga Unlimited*. In essence, despite the prior consumer choice of mobile plan, when proceeding to device choice, the website reverts to a default position, and the consumer has to "change plan" in order to get back to their original choice. In the Jury's opinion, that is also unacceptable. **When the consumer has already indicated his chosen plan, the website should calculate the device cost based on the chosen plan.**
7. The Jury finds that, as the website stands, it is in breach of the first paragraph of **Article 2** of the Sales Promotion Code which specifies that sales promotions "should not be presented in a way likely to mislead those to whom it is addressed about their value or nature", of **Article 3b** of the Cyprus Advertising Code, which specifies that "Relevant factors likely to affect the final decision of the consumer should be communicated clearly and at such a time that consumers can take them into account", and of **Article 5b** of the Cyprus Advertising Code, regarding the value of the product and the total price to be paid by the consumer and other sale terms such as payment by instalments, on credit, at sales prices etc. It should be amended within **5 working days** from the dispatch of this decision. Please note that, for the purpose of assessing the deadline, count begins the working day following the dispatch of this decision.



CYPRUS ADVERTISING
REGULATION ORGANIZATION

Appeal to the Second Instance/Appeal Jury is provided for in the Regulations of the latter (Article 1, par. d). A request for review to the Appeal Jury is made in writing with reference to the original case and the relevant decision of the First Instance Jury, within 15 working days from notification of the decision of the First Instance Jury to the parties involved.

Given that the exercise of a review request by the Appeal Jury does not suspend the decision of the First Instance Jury, the Appeal Jury will not review applications if the party requesting the review has not complied with the decision of the First Instance Jury.