

A Guide to Compliance on the Optus and Telstra Networks: Advertising

<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
1	Unauthorised adult services Optus PSPP; Telstra Rule	Discontinue offer immediately.
2	Unauthorised charity services Optus PSPP; Telstra Rule	Discontinue offer immediately.
T3	No age limit for restricted services Telstra rule	Disclose that users must be age 18 or older to access restricted services.
4	No product or service disclosure 4.1.3	Disclose accurately, above fold in main body of ad, nature of product or service on offer. Before opting into an offer, customers must be informed of the nature of the product or service they are purchasing. Therefore, ads for “Happy Texts” or “Cool Alerts,” for example, would fail an audit. In the former case, the ad must describe the product in terms that are generally understood (e.g., Bible verses, knock-knock jokes). In the latter, the ad must disclose the type of alerts (e.g., weather reports, news updates, sports scores, daily horoscopes, jokes, trivia). Also unacceptable is displaying a “hook” (e.g., novelty product, celebrity match, love prediction, IQ test) to attract customers into a subscription that actually delivers, as the ongoing product, downloadable content such as ringtones, wallpapers, videos, games, and the like or text services such as celebrity gossip or horoscopes. The main body of such ads must also disclose clearly the nature of the ongoing product or service offered.
5	Product or service disclosure illegible 4.1.3	Increase point size, alter colour scheme to improve contrast, or both. Before opting into an offer, customers must be informed of the product or service they will receive. Ads in which the product and service disclosure is obscured by a graphic element and ads that display the product and service disclosure obscurely, such as in unnecessarily tiny fonts and low-contrast colours, so it likely escapes customers’ notice, are unacceptable. On the contrary, the product and service disclosure must be displayed prominently. Good colour visibility exists when the brightness difference and the colour difference between the two colours are greater than a set range. Colour schemes that employ white and yellow, light grey and white, dark grey and darker grey, and similar low-contrast combinations fail to meet the requirements for legibility. For a colour contrast analyser tool for online ads, please visit Vision Australia at http://www.visionaustralia.org.au/info.aspx?page=628 .
6	Product or service disclosure displayed inside graphic 4.1.3	Display product or service disclosure above fold in main body of ad and unobscured by graphic. Before opting into an offer, customers must be informed of the nature of the product or service they are purchasing. Disclosing <i>only</i> inside a graphic the product or service offered is unacceptable. An example of this practice is an ad whose primary message exhorts “winners” to “CLAIM YOUR PRIZE NOW!” but whose actual product offered—a text alerts subscription—is revealed only inside a graphic of the so-called prize, which is a mobile phone or PDA. The product or service disclosure in this case appears simply as a typical image on a device screen in an illustration of the prize and, hence, fails to suffice as product or service disclosure. Customer understanding is further hampered when the font point size is tiny and the colour contrast low. Such attempts to attract customers into an offer, especially a subscription, without disclosing fully, in a clear, legible, and highly visible manner, the nature of the product or service will be cited accordingly.
7	Product or service disclosure displayed below fold [online @ 1024 x 768] 4.1.3	Display product or service disclosure above fold in main body of ad. Before opting into an offer, customers must be informed of the nature of the product or service they are purchasing. Product or service disclosure displayed below the “page fold,” such that customers must scroll to see it, cannot be regarded as prominent and highly visible. Customer understanding is further hampered when the font point size is tiny and the colour contrast low. An example of this practice is an offer for which the main body of the ad is entirely devoted to a competition attached to the ongoing product, downloadable content such as ringtones, wallpapers, videos, games, and the like or text services such as celebrity gossip or horoscopes. Such attempts to attract customers into an offer without disclosing fully, clearly, and legibly the nature of the product or service are unacceptable and will be cited accordingly.

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Programme continued	8	Product or service disclosure displayed only in summary T&Cs 4.1.3	Disclose accurately, above fold in main body of ad, nature of product or service on offer. Before opting into an offer, customers must be informed of the nature of the product or service they are purchasing. Disclosing <i>only</i> in the summary T&Cs the product or service offered is unacceptable. Examples of this practice are creative that feature in the main body of the ad an IQ test, love prediction reading, or similar “hook” but disclose only in the summary T&Cs that to receive the IQ score or “true love” prediction customers must opt into a subscription for downloadable content, such as games, or for a text service, such as horoscopes.
	9	Disclaimer displayed only in summary T&Cs, disclaimer unlinked to offer by asterisk or other symbol, or both 3.1.3	Display disclaimer in main body of ad adjacent to associated offer, or link disclaimer clearly to offer by asterisk or other symbol. Any disclaimer associated with an offer must be displayed such that customers can notice and read it without difficulty. The disclaimer may either be positioned adjacent to, or it may be linked clearly by an asterisk or other symbol to, the offer in the main body of the ad. If the offer appears in a TV ad, the disclaimer must be conveyed in the voiceover as well as in the video.
	10	Disclaimer inconsistent with offer’s principal message 3.1.4	Remove inconsistent disclaimer and conditions it imposes. Content providers are prohibited from offering a product or service that carries a disclaimer inconsistent with the ad’s principal message. For example, an ad promoting a competition may not require a minimum number of participants as a condition for awarding the prize or prizes advertised. Customers must be assured when they enter the competition that a genuine opportunity to win a prize exists.
	11	Message quantity displayed only in summary T&Cs 3.1.2	Display accurately, above fold in main body of ad, actual message quantity for which customer can expect to be billed per charge period. Before opting into an offer, customers must be informed unambiguously of the number of messages for which they can expect to be billed per charge period. An offer for a trivia game subscription, for example, that displays pricing as “\$2.50 per message” in the main body of the ad but reveals only in the summary T&Cs that customers will receive “three trivia questions per week” or “multiple puzzles every week” will be cited for this infringement. In addition, this infringement targets chat and other non-subscription offers that display in the main body of the ad per-message pricing (e.g., \$0.25 to send/\$3.75 receive) but disclose in the summary T&Cs that, for example, “You will receive five messages for each one you send.” In the latter example, many customers expecting to be charged \$4.00 for one message pair will be surprised when, in fact, they are charged nearly five times that much, \$19.00, for a single message exchange.
	12	Offer constitutes a scam 3.1.15	Discontinue offer immediately.
	13	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 3.2.1	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier’s name, the ad may not make such a representation.
	14	Misrepresentation of product offering 3.1.11	Display references to product type accurately, consistently, among main body of ad, call-to-action, and summary T&Cs. This infringement targets creative that display in the main body of the ad an offer for one type of product or service and in the summary T&Cs an entirely different type. Ads that feature downloadable content, for example, but display summary T&Cs for a chat service will be cited accordingly. This infringement is applied, as well, to two or more contradictory offers in the main body of the ad.
	15	Misrepresentation of product quantity 3.1.11	Display only actual product quantity per charge period (e.g., 15 ringtones/month). Ads must not imply that more product or services are available for the stated price than is actually the case. An ad that claims customers “Get 1000s of ringtones!” for the price of “\$6.60 2x/week + \$6.60 signup” is deceptive. Customers who opt into such offers discover that, on the contrary, they get “access to the content provider’s inventory of” thousands of ringtones with the option to choose a few for the stated price. Such ads are cited for this infringement. Also unacceptable is creative that displays product quantity as, for example, “10 wallpapers” in the main body of the ad but as “up to 10 wallpapers” in the summary T&Cs. All references to product quantity throughout the ad must be consistent.

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Programme continued	16	Offer confusing, misleading, or deceptive with respect to target audience 3.1.11	Clarify offer's principal elements in language target audience likely will understand. The carriers require content providers to consider their entire audience when communicating an offer. Although an experienced user probably would understand "send STOP to cancel," for example, the majority of customers new to mobile premium services almost certainly would be confused. Ads that inadvertently or deliberately confuse, mislead, or deceive the target audience (e.g., teenagers versus adults; experienced users versus inexperienced users) trigger this infringement.
	17	Advertising to children 3.1.16	Discontinue advertisement in any medium or format that targets minors specifically.
	18	Insufficient details regarding limited offer 3.1.5	Disclose clearly limited time period, limited quantity, and limited class of customers, as appropriate. Before opting into an offer, customers must be informed of the product quantity they are purchasing. Any offer that claims to apply for a limited time or a limited quantity, for example, but fails to state clearly the time period or the quantity is unacceptable. Customers also have the right to know whether they are eligible for the offer. If some customers are excluded from the offer, the ad must state clearly who fails to qualify.
	19	Insufficient details regarding special offer 3.1.6	Disclose special offer's principal elements, conditions and limitations [e.g., limited time period when discount applies], and start and end dates. Before opting into an offer, customers must be informed of the offer's principal elements and all conditions that apply to the purchase. If a discount is offered, the ad must state clearly the time period during which the discounted price applies. This period must be defined by exact dates (e.g., until 30 June 2010; from 15 May 2010 to June 30, 2010); to say the offer applies during, for example, "the next three months" is insufficient.
	O20	Failure to display shortcode for at least 10 uninterrupted seconds [TV] 3.2.2	Display shortcode for at least 10 uninterrupted seconds. TV ads that display the shortcode for fewer than 10 uninterrupted seconds fail to allow customers sufficient time to notice and process this information, particularly when their attention is attracted elsewhere on the screen by colourful moving graphics. Likewise, ads that display the shortcode in multiple bursts of a few seconds each, whether or not the displays add up to 10 or more seconds, are equally unacceptable.
	T20	Failure to display shortcode for at least 10 uninterrupted seconds [TV] 3.2.2	Display shortcode for at least 10 uninterrupted seconds in main body of ad. TV ads that display the shortcode for fewer than 10 uninterrupted seconds in the main body of the ad fail to allow customers sufficient time to notice and process this information, particularly when their attention is attracted elsewhere on the screen by colourful moving graphics. Likewise, ads that display the shortcode in multiple bursts of a few seconds each, whether or not the displays add up to 10 or more seconds, are equally unacceptable.
	21	Unclear product quantity 3.1.11	Disclose actual product quantity (per credit, if appropriate). Before opting into an offer, customers must be informed of the quantity of product or service they can expect (e.g., daily horoscopes, 3x a week, 5 ringtones or wallpapers per month) for the stated price. Therefore, ads that offer "up to 5 videos," for example, for a subscription price are unacceptable. Such offers might deliver any number of videos between one and five; hence, customers have no way to know how many videos they will receive. Also, please note that the term <i>biweekly</i> can mean twice per week or it can mean once every two weeks. Therefore, biweekly is unacceptable as product quantity unless the ad makes absolutely clear its meaning (e.g., the main body of the ad says "Get Biweekly Dating Tips," and the summary T&Cs say "two messages per week").
	22	No product quantity 3.1.11	Disclose product quantity. Before opting into an offer, customers must be informed of the quantity of product or service they can expect (e.g., daily horoscopes, 3x a week, 5 ringtones or wallpapers per month) for the stated purchase price. See also No. 21.
	T23	No product quantity for Telstra customers 4.1.3	Disclose product quantity for Telstra customers. Before opting into an offer, customers must be informed of the quantity of product or service they can expect for the stated purchase price. When the summary T&Cs of an offer include different product quantities for Telstra subscribers of two or more carriers, the ad must make absolutely clear the product quantity Telstra subscribers can expect to receive.

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Programme continued	T24	Insufficient details regarding prize draw date 4.1.3	Display prize draw date. Often a competition's end date and prize draw date are different. For this reason, content providers should advise customers as to when the winner will be announced by displaying the prize draw date. Simply stating that a competition closes on a certain date, without indicating when the prize will be drawn, will be considered insufficient disclosure of a time-sensitive activity.
	25	Offer or elements of offer expired [e.g., competitions, voting services] 3.1.12	Remove outdated material. Ads promoting competitions, voting services, or the like must be removed from market when the activity closes (bids, votes, or whatever is no longer accepted) and winners are selected. Likewise, ads containing a "hook" such as a competition or voting service to entice customers into a subscription for downloadable content or a text or other service must be removed from market when the competition or voting service closes. As an alternative, the content provider may remove the expired element from the ad while maintaining the primary service. <i>Competitions found to be charging for and accepting entries after the stated end date, when would-be participants have no opportunity to win a prize or affect the outcome, will be escalated to the carriers immediately.</i>
Pricing	26	No pricing 3.1.2; 3.2.3	Display pricing within three line breaks of call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. Before opting into an offer, customers must be informed of the associated purchase price. Ads that fail to disclose pricing for the product or service offered are completely unacceptable. Pricing must be displayed prominently <i>in the main body of the ad</i> , which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. Displaying the pricing details in the top line of the summary T&Cs paragraph with the call-to-action immediately above is unacceptable. See also No. 33.
	T27	No Telstra pricing 3.1.2; 3.2.3	Display Telstra pricing in main body of ad. Before opting into an offer, customers must be informed of the associated purchase price. When the summary T&Cs of an offer include different prices for subscribers of two or more carriers, the ad must make absolutely clear the price Telstra subscribers can expect to pay. Pricing must be displayed prominently, which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. See also No. 33.
	T28	No pricing (voiceover) [TV, services exceeding \$2.00] Telstra rule	Convey pricing in voiceover as well as displaying in video. Before opting into an offer, customers must be informed of the associated purchase price. To ensure that customers are aware of this vital information, all TV ads for services costing \$2.00 or more must articulate the pricing in the voiceover.
	29	Pricing illegible 3.1.2; Telstra rule	Increase point size, alter colour scheme to improve contrast, or both. Before opting into an offer, customers must be informed of the associated purchase price. Ads in which pricing details are obscured by a graphic element and ads that display pricing details obscurely, such as in unnecessarily tiny fonts and low-contrast colours, so they likely escape customers' notice, are unacceptable. On the contrary, pricing details must be displayed prominently. Good colour visibility exists when the brightness difference and the colour difference between the two colours are greater than a set range. Colour schemes that employ white and yellow, light grey and white, dark grey and darker grey, and similar low-contrast combinations fail to meet the requirements for legibility. For a colour contrast analyser tool for online ads, please visit Vision Australia at http://www.visionaustralia.org.au/info.aspx?page=628 .
	30	Signup cost illegible 3.1.2; Telstra rule	Increase point size, alter colour scheme to improve contrast, or both. Before opting into an offer, customers must be informed of the associated purchase price, including signup cost. Ads in which signup cost is obscured by a graphic element and ads that display pricing details obscurely, such as in unnecessarily tiny fonts and low-contrast colours, so they likely escape customers' notice, are unacceptable. On the contrary, all pricing details must be displayed prominently. Good colour visibility exists when the brightness difference and the colour difference between the two colours are greater than a set range. Colour schemes that employ white and yellow, light grey and white, dark grey and darker grey, and similar low-contrast combinations fail to meet the requirements for legibility. For a colour contrast analyser tool for online ads, please visit Vision Australia at http://www.visionaustralia.org.au/info.aspx?page=628 .

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Pricing continued	31	Pricing displayed only in summary T&Cs 3.1.2; 3.2.3	Display pricing within three line breaks of call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. Before opting into an offer, customers must be informed of the associated purchase price. Ads that display pricing details obscurely so they are likely to escape customers' notice are unacceptable. On the contrary, pricing must be displayed prominently <i>in the main body of the ad</i> , which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. Displaying the pricing details in the top line of the summary T&Cs paragraph with the call-to-action immediately above is unacceptable. See also No. 33.
	32	Pricing displayed at improper attitude 3.1.2	Display pricing in same orientation and direction as shortcode or primary purchase mechanism. Before opting into an offer, customers must be informed of the associated purchase price. English speakers and writers read from left to right, i.e., <i>horizontally</i> . For this reason, calls-to-action, MSISDN-submit fields, promotional text, and summary T&Cs, like any reading material, are displayed horizontally. Therefore, pricing displayed at any attitude except horizontally is difficult to read and, hence, fails to meet the requirement for clear and prominent disclosure.
	33	Unclear pricing 3.1.2	Display full and correct pricing in prescribed format: \$XX.XX. Before opting into an offer, customers must be informed of the associated purchase price, including any signup cost, or joining fee, imposed. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing under \$1.00 expressed either in this format (e.g., \$0.55) or in cents (e.g., 55¢, 55c) was acceptable Pricing consisting of a whole dollar amount may be expressed as either \$X or \$XX, without the decimal point (e.g., \$1, \$10). A few examples of pricing that trigger the infringement "unclear pricing" are as follows: "10\$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "\$13.20"; "15.00 AUD." Unclear or vague references to signup cost also are unacceptable. Consequently, "\$3sig" would trigger this infringement as would "\$4.00 twice per week plus one off club joining fee at the same price" and "\$6.6/wk, 2 msg join."
	T34	Unclear Telstra pricing 3.1.2; 3.2.3	Specify Telstra pricing individually. Before opting into an offer, customers must be informed of the associated purchase price. When the summary T&Cs of an offer include different prices for subscribers of two or more carriers, the ad must make absolutely clear the price Telstra subscribers can expect to pay. Pricing must be displayed prominently, which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. See also No. 33.
	35	Complete pricing displayed only in summary T&Cs 3.1.2	Display complete pricing, including signup cost if applicable, in main body of ad. Before opting into an offer, customers must be informed of the complete purchase price, including any signup cost, or joining fee, imposed. Ads that fail to disclose conspicuously in the main body of the ad any part of the offer's complete pricing fail to meet the requirement for clear and prominent disclosure. To satisfy this requirement, the complete pricing must be displayed within three line breaks of the call-to-action or the MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. See also No. 33.

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	No.	Infringement	Explanation of Action Required
Pricing continued	36	Pricing displayed within insufficient proximity to call-to-action or MSISDN-submit field 3.1.2 ; 3.2.3	<p>Display pricing within three line breaks of call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. Before opting into an offer, customers must be informed of the associated purchase price. Ads that display pricing details obscurely so they are likely to escape customers' notice are unacceptable. On the contrary, pricing must be displayed prominently, which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. <i>Neither text nor graphics may be displayed between the pricing details and the call-to-action or the MSISDN-submit field.</i></p> <p>The "MSISDN-submit field" in mobile premium services advertisements is the box designated for entry of the customer's mobile phone number. The action required to correct this infringement means the pricing must appear immediately adjacent to the call-to-action or the MSISDN-submit field and must not be displayed in a graphic, such as a starburst or bubble. Therefore, if a content provider chooses to display the pricing in a paragraph, the complete pricing details must appear in the line of text closest to the call-to-action or the MSISDN-submit field. Three line breaks refers to three physical line breaks the point size of the pricing rather than to an HTML line break. In other words, the space between the pricing and the call-to-action or the MSISDN-submit field must be insufficient in which to display more than two lines of text.</p>
	37	Incomplete pricing 3.2.4 ; 3.3.3	<p>Disclose complete MO and MT pricing. Before opting into an offer, customers must be informed of the complete purchase price. Ads that fail to disclose complete pricing for the product or service offered are unacceptable. Complete pricing includes both the MO (send) and MT (receive) cost. Ads must disclose the MO cost, even for standard rate price points. Furthermore, ads that disclose simply in the summary T&Cs that "standard rates may apply" will be cited for this infringement. Complete pricing must be displayed prominently <i>in the main body of the ad, which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics.</i></p>
	38	Pricing point size too small [print] 3.2.3	<p>[shortcode point size is 24 to 48] Increase pricing point size to at least 25% as large as shortcode point size. Before opting into an offer, customers must be informed of the associated purchase price. Ads that display pricing details obscurely, in unnecessarily tiny fonts that likely escape customers' notice, are unacceptable. On the contrary, pricing details must be displayed prominently.</p> <p>[shortcode point size is larger than 48] Increase pricing point size to at least 12. Before opting into an offer, customers must be informed of the associated purchase price. Ads that display pricing details obscurely, in unnecessarily tiny fonts, so they are likely to escape customers' notice are unacceptable. On the contrary, pricing details must be displayed prominently.</p>
	39	Pricing point size too small [online and TV] 3.2.3	<p>Increase pricing point size to at least 50% as large as shortcode point size. Before opting into an offer, customers must be informed of the associated purchase price. Ads that display pricing details obscurely, in unnecessarily tiny fonts that likely escape customers' notice, are unacceptable. On the contrary, pricing details must be displayed prominently and must be at least 50% as large as the shortcode point size, including when the shortcode expands in, for example, TV ads.</p>
	40	Pricing display time too brief [TV] 3.1.2 ; 3.2.3	<p>Display pricing for at least 10 seconds or for as long as shortcode is displayed, whichever is longer. Before opting into an offer, customers must be informed of the associated purchase price. TV ads that display the purchase price for fewer than 10 uninterrupted seconds, or for as long as the shortcode is displayed, fail to allow customers sufficient time to notice and process this information, particularly when their attention is attracted elsewhere on the screen by colourful moving graphics. Likewise, ads that display pricing details in multiple bursts of a few seconds each, whether or not the displays add up to the required time, are equally unacceptable.</p>
	41	Pricing displayed below fold [online @ 1024 x 768] 3.1.2 ; 3.2.3	<p>Display pricing above fold in main body of ad. Before opting into an offer, customers must be informed of the associated purchase price. Pricing displayed below the fold in online ads fails to meet the requirement for clear and conspicuous pricing displayed prominently because customers are unable to see it without scrolling.</p>

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Pricing continued	T42	Telstra pricing displayed only in summary T&Cs 3.1.2; 3.2.3	Display Telstra pricing in main body of ad. Before opting into an offer, customers must be informed of the associated purchase price. Ads that display pricing details obscurely so they are likely to escape customers' notice are unacceptable. On the contrary, pricing must be displayed prominently <i>in the main body of the ad</i> , which the carriers interpret as within three line breaks of the call-to-action or MSISDN-submit field, directly above, below, or to either side, with no intervening text or graphics. Displaying the pricing details in the top line of the summary T&Cs paragraph with the call-to-action immediately above is unacceptable. See also No. 33.
	43	Conflicting pricing 3.1.2	Display pricing accurately, consistently, in prescribed format throughout ad: \$XX.XX. Before opting into an offer, customers must be informed of the associated purchase price. This infringement targets creative that display one price point for a product or service in the main body of the ad and a different price point for the same product or service elsewhere in the ad. Creative that states the purchase price as \$5.00/ringtone in the main body of the ad, for example, but \$5.50/ringtone in the summary T&Cs will be cited accordingly. Moreover, this infringement will be cited for ads that display a price point that differs from the price point recorded at www.19sms.com.au for the same service. See also No. 32.
	44	Use of <i>free, complimentary</i> , or similar term implying product that comes with purchase is without charge 3.1.9	Remove <i>free, complimentary</i> , or other such term. Promoting <i>free</i> bonus content or messages in the main body of an ad that fails also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive. In such cases, customers who fail to read the summary T&Cs closely might believe the primary offer is free of charge. In addition to being cited for displaying the term <i>free</i> , such ads are cited for "pricing displayed only in summary T&Cs" or "no pricing," as appropriate. Simply displaying the pricing prominently in the main body of the ad (see also No. 31) will correct the infringement "use of <i>free, complimentary</i> , or similar term . . ." in addition to the pricing infringement.
Subscription	45	No subscription disclosure 3.3.3	Disclose subscription nature of offer by displaying word <i>subscribe</i> or <i>subscription</i> in main body of ad. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Therefore, all ads, including the video in TV ads, must display the word <i>subscribe</i> or <i>subscription</i> , clearly and legibly, above the fold in the main body of the ad. Other forms of the word (e.g., subscribing, subscribed) are unacceptable. See also No. 48.
	46	No subscription disclosure (voiceover) [TV] 3.3.3	Convey subscription nature of offer in voiceover as well as displaying in video. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. To ensure that customers are aware of this vital information, the voiceover in all TV ads must articulate the word <i>subscribe</i> or <i>subscription</i> . Other forms of the word (e.g., subscribing, subscribed) are unacceptable.
	47	Subscription disclosure illegible 3.3.3	Increase point size, alter colour scheme to improve contrast, or both. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Ads in which the subscription disclosure is obscured by a graphic element and ads that display the subscription disclosure obscurely, such as in unnecessarily tiny fonts and low-contrast colours, so it likely escapes customers' notice, are unacceptable. On the contrary, the subscription disclosure must be displayed prominently. Good colour visibility exists when the brightness difference and the colour difference between the two colours are greater than a set range. Colour schemes that employ white and yellow, light grey and white, dark grey and darker grey, and similar low-contrast combinations fail to meet the requirements for legibility. For a colour contrast analyser tool for online ads, please visit Vision Australia at http://www.visionaustralia.org.au/info.aspx?page=628 .
	48	Subscription disclosure displayed below fold [online @ 1024 x 768] 3.3.3	Display subscription disclosure above fold in main body of ad. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Product or service disclosure displayed below the "page fold," such that customers must scroll to see it, cannot be regarded as prominent and highly visible. Customer understanding is further hampered when the font point size is tiny and the colour contrast low. Therefore, all ads, including the video in TV ads, must display the word <i>subscribe</i> or <i>subscription</i> , clearly and legibly, above the fold in the main body of the ad. Other forms of the word (e.g., subscribing, subscribed) are unacceptable.

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Subscription continued	49	Subscription disclosure displayed only in summary T&Cs 3.3.3	Disclose subscription nature of offer by displaying word <i>subscribe</i> or <i>subscription</i> in main body of ad. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Ads that display the subscription disclosure obscurely so it is likely to escape customers' notice are unacceptable. On the contrary, the subscription disclosure must be displayed prominently, which the carriers interpret as in the main body of the ad.
	T50	Subscription disclosure displayed at improper attitude 3.1.2	Display subscription disclosure in same orientation and direction as shortcode or primary purchase mechanism. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. English speakers and writers read from left to right, i.e., <i>horizontally</i> . For this reason, calls-to-action, MSISDN-submit fields, promotional text, and summary T&Cs, like any reading material, must be displayed horizontally. Therefore, subscription disclosure displayed at any attitude except horizontally is difficult to read and, hence, fails to meet the requirement for clear and prominent disclosure.
	51	No charge period 3.3.3	<p>Display charge period in main body of ad. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges and the billing frequency, or charge period. Therefore, the charge period must be displayed prominently in the main body of the ad. The charge period might be expressed as, for example, "per day," "per week," or "per month."</p> <p>In the case of chat or other text services, the charge period must be expressed as "per message sent," "per message received," or "per message pair." When opting into such services, customers should be able to determine the complete cost of an entire "send and receive" transaction. The following expressions of charge periods are acceptable: "Per message pair" defines the complete cost for customers to send one message and to receive one message. "Per send" indicates the cost for customers to send one message; therefore, the received message that follows is free. "Per receive" indicates the cost for customers to receive one message; therefore, the preceding message they sent costs \$0.25 or is free.</p> <p>Some acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," "sr," "snd," "rcv," and "rcvd" as unclear and, hence, unacceptable.</p>
	52	Charge period illegible 3.1.2	<p>Increase point size, alter colour scheme to improve contrast, or both. Before opting into an offer, customers must be informed of the charge period associated with the purchase price. Ads in which the charge period is obscured by a graphic element and ads that display the charge period obscurely, such as in unnecessarily tiny fonts and low-contrast colours, so they likely escape customers' notice, are unacceptable. On the contrary, the charge period must be displayed prominently. Good colour visibility exists when the brightness difference and the colour difference between the two colours are greater than a set range. Colour schemes that employ white and yellow, light grey and white, dark grey and darker grey, and similar low-contrast combinations fail to meet the requirements for legibility. For a colour contrast analyser tool for online ads, please visit Vision Australia at http://www.visionaustralia.org.au/info.aspx?page=628.</p>
	53	Charge period displayed only in summary T&Cs 3.3.3	<p>Display charge period in main body of ad. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges and the billing frequency, or charge period. Disclosing the charge period <i>only</i> in the summary T&Cs is unacceptable. The charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Some acceptable abbreviations for charge period include "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," "sr," "snd," "rcv," and "rcvd" as unclear and, hence, unacceptable.</p>

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<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Subscription continued	54	Subscription disclosure point size too small [print] 3.3.3
		[shortcode point size is 24 to 48] Increase subscription disclosure point size to at least 25% as large as shortcode point size. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Ads that display the subscription disclosure obscurely, in unnecessarily tiny fonts that likely escape customers' notice, are unacceptable. On the contrary, the subscription disclosure must be displayed clearly and prominently.
		[shortcode point size is larger than 48] Increase subscription disclosure point size to at least 12. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Ads that display the subscription disclosure obscurely, in unnecessarily tiny fonts that likely escape customers' notice, are unacceptable. On the contrary, the subscription disclosure must be displayed clearly and prominently.
	55	Subscription disclosure point size too small [online and TV] 3.3.3
		Increase subscription disclosure point size to at least 50% as large as shortcode point size. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Ads that display the subscription disclosure obscurely, in unnecessarily tiny fonts that likely escape customers' notice, are unacceptable. On the contrary, the subscription disclosure must be displayed clearly and prominently.
56	Subscription disclosure display time too brief [TV] 3.3.3	Display subscription disclosure for at least 10 seconds or for as long as shortcode is displayed, whichever is longer. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. TV ads that display the subscription disclosure for fewer than 10 uninterrupted seconds, or for as long as the shortcode is displayed, fail to allow customers sufficient time to notice and process this information, particularly when their attention is attracted elsewhere on the screen by colourful moving graphics.
57	Unclear charge period 3.3.3	<p>Display charge period accurately, consistently, among main body of ad, call-to-action, and summary T&Cs. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges and the billing frequency, or charge period. This infringement targets creative that display one charge period for a product or service in the main body of the ad and a different charge period for the same product or service elsewhere in the ad. Creative that states the charge period as "per month" in the main body of the ad, for example, but "per week" in the summary T&Cs will be cited accordingly.</p> <p>The charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period must be expressed as "per message sent," "per message received," or "per message pair." When opting into such services, customers should be able to determine the complete cost of an entire "send and receive" transaction. The following expressions of charge periods are acceptable: "Per message pair" defines the complete cost for customers to send one message and to receive one message. "Per send" indicates the cost for customers to send one message; therefore, the received message that follows is free. "Per receive" indicates the cost for customers to receive one message; therefore, the preceding message they sent costs \$0.25 or is free.</p> <p>Some acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," "sr," "snd," "rcv," and "rcvd" as unclear and, hence, unacceptable.</p>
58	Minimum subscription period 5.1.6	Remove stipulation for minimum subscription period. Customers must be permitted to opt out of any service <i>at any time</i> . Therefore, no offer or any element of an offer may be contingent on a minimum subscription period.

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<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
59	Summary T&Cs illegible 3.2.4	Increase point size, alter colour scheme to improve contrast, or both. Before opting into an offer, customers must be informed of all of the associated terms and conditions. Ads that display the summary T&Cs obscurely, such as in unnecessarily tiny fonts and low-contrast colours that are difficult or impossible to read, are unacceptable. On the contrary, the summary T&Cs must be displayed clearly. Good colour visibility exists when the brightness difference and the colour difference between the two colours are greater than a set range. Colour schemes that employ white and yellow, light grey and white, dark grey and darker grey, and similar low-contrast combinations fail to meet the requirements for legibility. For a colour contrast analyser tool for online ads, please visit Vision Australia at http://www.visionaustralia.org.au/info.aspx?page=628 .
60	No local-charge or free-call Helpline number 3.1.2; 4.1.6; 6.1.1	Display local-charge or free-call Helpline number. Only 1300, 1800, and 13 numbers are acceptable. Moreover, so customers can recognise these numbers as a source of assistance, they must be labeled clearly as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
61	Alphanumeric Helpline number 3.1.2; 4.1.6; 6.1.1	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 60.
62	No unsubscribe information 3.3.3; 4.1.6	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. An email address or a phone number to call are insufficient information to satisfy this requirement. Content providers must <i>always</i> allow customers the option of cancelling their subscription by sending a free standard dedicated SMS message. This instruction must, without fail, include 1) the action word <i>Text</i> , <i>Send</i> , <i>SMS</i> , or <i>Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777). The content provider may allow a choice of keywords (e.g., Unsubscribe, End, Quit), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable.
63	Unclear unsubscribe information 3.3.3; 4.1.6	Associate unsubscribe command with shortcode and preface with "Send," "Text," "SMS," or "Reply" (e.g., Send STOP to 19XXXX). Customers must be permitted to opt out of any service at any time, and content providers must give customers the information they need to do so. This instruction must, without fail, include 1) the action word <i>Text</i> , <i>Send</i> , or <i>SMS</i> , or <i>Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777). The content provider may allow a choice of keywords (e.g., Unsubscribe, End, Quit), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable.
64	Incorrect unsubscribe information 3.3.3; 4.1.6	Display <i>STOP</i> as unsubscribe command. Customers must be permitted to unsubscribe from any service at any time, and content providers must give customers the information they need to do so. This instruction must, without fail, include 1) the action word <i>Text</i> , <i>Send</i> , <i>SMS</i> , or <i>Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777). The content provider may allow a choice of keywords (e.g., Unsubscribe, End, Quit), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> are unacceptable unless accompanied by the option to simply use the word <i>STOP</i> .
T65	Unsubscribe information too small [TV] 3.3.3; 4.1.6	Increase unsubscribe information point size to at least as large as promotional font. This information must be clear, legible, and prominent.
T66	Failure to display time-accuracy statement [publications with shelf-life of 3 months or more] Telstra rule	State that T&Cs were correct on publication as well as publication date; disclose if charges increase during life of promotion.

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	<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
T&Cs continued	67	No instructions for opting out of marketing, prompt, or inducement messages 3.2.5	Display instructions or link for opting out of marketing, prompt, or inducement messages. Under no circumstances should customers be sent unwanted marketing messages. Therefore, it is incumbent on content providers to give customers the information they need to stop such messages. The instruction for opting out of marketing messages is the same as it is for opting out of a service: "Text [Send, SMS] STOP to [shortcode]."
	68	Unclear instructions for opting out of marketing, prompt, or inducement messages 3.2.5	Articulate instructions clearly or display link for opting out of marketing, prompt, or inducement messages. Under no circumstances should customers be sent unwanted marketing messages. Therefore, it is incumbent on content providers to give customers the information they need to stop these messages. The instruction for opting out of marketing messages is the same as it is for opting out of a service: "Text [Send, SMS] STOP to [shortcode]." Ads for non-subscription services, as well as subscription services, should make clear the text command that will stop marketing messages as opposed to the command for canceling the service itself.
	69	No account holder authorisation disclosure [under age 18] 3.1.16	Disclose clearly that customers under age 18 must have account holder's permission. Content providers who place PSMS ads in publications, TV shows, Websites, or other locations where they are reasonably likely to encourage minors to attempt to subscribe must display a warning to the effect that users under age 18 must obtain the mobile phone account holder's permission. To trigger this requirement, the content of such offers also must be of a nature that would attract children. For example, an ad for children's Disney ringtones in <i>Take 5</i> , whose stated target demographic is all ages and whose stated readership is 14–65+ years, would require this disclosure. However, a PSMS ad to "WIN a Fridge!" in the same magazine would be exempt from this requirement.
	70	No end date [e.g., competitions and voting services] 4.1.3	Display end date. To ensure that customers do not inadvertently opt into competitions and voting services after the activity has closed (bids, votes, or whatever are no longer accepted and would-be participants have no opportunity to win a prize or affect the outcome), ads for such services must display clearly the end date.
	71	No refund arrangements [e.g., competitions and voting services] 4.1.3	Display refund arrangements.
Chg & B	72	No mention that carriage fees might apply [content downloads only] 4.1.3	Disclose that carriage fees might apply. Ads promoting products, such as ringtones, wallpapers, videos, games, and themes, where customers open a WAP session to download purchased content, must disclose that, in addition to the cost of the content, carriage fees apply to such purchases. Examples of acceptable language for this disclosure include the following: GPRS rates apply, carrier and data charges, WAP/GPRS/UMTS charges apply, carriage fees might apply, download charges.