

Draft Code on Advertising, Marketing and Branding

Consultation Document

MINISTRY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (MICT)

Regulatory Authority

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Comments and responses due by January 9, 2014

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1 Introduction and Background

1.1 Objectives in Developing the Code, the Scope and Purpose

The Code will direct licensed Service Providers and their distributors to conform their conduct to the legal requirements of the Telecoms Law 34 of 2006 (The Telecoms Law), The Executive By-Law 1 of 2009 to the Telecoms Law (The By-Law), the Public Mobile and Fixed Networks and Services Licenses (Licenses), and international best practice concerning dealings with consumers and potential consumers.

The aim and purpose of The Code is to provide model procedures for meeting consumer expectations, by providing benchmarks for the benefit of consumers and to achieve higher levels of consumer confidence.

The requirements on service providers will be articulated in an Instruction Letter which clearly outlines Service Providers' requirements for adherence to The Code.

“Please bear in mind that the Supreme Council of Information and Communication Technology has been replaced with the Ministry of Communications and Information Technology and has been kept the name of the Council in the legal statements of the Law and Executive-By Law only as stated in the Telecommunications Law, otherwise it is intended by the Ministry of Communications and Information Technology”

1.2 Background

Ministry of Information and communication Technology (MICT) recognizes that there is increased competition among telecoms Service Providers in Qatar. With increased competition comes an increase in the number of advertisements and promotions that Service Providers engage in to promote such products and services.

This proposed Code will implement a key area of consumer protection (MICT is referred to in Articles 48, 49 and 50 of the Telecoms Law). Article 49 requires Service Providers to comply with the rules, conditions, standards, and practices relating to consumer protection.

1.3 The Purpose of the Consultation

The objective of the consultation is to seek the industry and stakeholder views and comments on the proposed “Code on Advertising, Marketing, and Branding” (The Code). Telecommunications Service Providers and their distributors will be expected to apply the principles set out in this Code when advertising, promoting, marketing, and branding telecommunications products and services to the public in the State of Qatar.

1.4 Scope

This Code will apply to all licensed Telecoms service providers and their distributors, dealers, agents, subcontractors and representatives for which they are responsible,

pursuant to the relevant Clause/s of their Licenses. This Code will also apply to all Service Providers' marketing conduct, advertising and branding material. The Code sets out General Principles that Service Providers are expected to adhere to in their dealings with consumers or potential consumers. The Code is issued without prejudice to other applicable laws and regulations in the State of Qatar, particularly the laws issued by municipality and other government entities related to regulating advertising, marketing and branding. The core objective of the Code is to regulate these activities insofar as the same is within the ambit of communications and information technology.

The Code will cover the following conduct, communication activities, and practices:

- a) Conduct, advertising, marketing, and promotional activities by a service provider (including associated reward programs and offerings related to telecoms services and products) in offering and selling products and services to the public including the presentation, promotion, or marketing of a product or service;
- b) Avoid engaging in misleading or deceptive conduct or conduct that could potentially mislead or deceive consumers;
- c) Branding/names/logos and the packaging and presentation of information, materials, and services offered to or sold to consumers;
- d) Representations made in advertising content, on websites, at retail outlets and other points of sale, at sponsored events, in electronic communications and data messages sent to consumers or potential consumers, including representations made in social media and social networking sites;
- e) Representations made about products or services, in person, to the public by sales personnel, call center staff, consumer management staff, or made in voice recordings or messages; and
- f) Third party providers, authorized representatives, and sales channels of Service Providers.

Specific provisions relating to prohibitions and obligations on Service Providers in this regard are clearly stated in Chapter 9 of The By-Law (Consumer Protection Provisions).

2 Overview of the legislative framework and legal basis

MICT is empowered to issue this consultation document pursuant to the various provisions contained in:-The Telecoms Law;

- The Executive By-Law;

- Ooredoo and Vodafone licenses (service provider licenses) and the annexures thereto, and
- The Applicable Regulatory Framework (ARF).

2.1 The Telecommunications Law - Decree 34 of 2006 – “The Telecoms Law”

- The Telecoms Law empowers ictQATAR to issue regulations, decisions, orders, rules, instructions, and notices that are transparent and non-discriminatory, with regards to Service Providers or other market participants that will safeguard the interests of telecommunications consumers and the public (Articles 4 and 5).
- Anti-competitive conduct and abuse of dominance are prohibited by the Telecoms Law (see Articles 41, 43, 45). Dominant Service Providers are also required to offer equivalent terms and quality of service to all consumers, unless a difference can be objectively justified based on differences in supply conditions (Article 44).
- Chapter 10 of the Telecoms Law (Consumer Protection), permits ictQATAR to set rules that implement consumer protection measures and how a service provider deals with its consumers and potential consumers. Article 50 (2) makes provision for the development and implementation of a Consumer Protection Policy which regulates the approval and the terms of the provision of services, their approval, publication and advertising.
- Article (51) also requires Service Providers to deal fairly with consumers by providing sufficient information to the consumer prior to purchase
- Article (52) requires Service Providers to have due regard to the privacy rights of consumers by protecting their information. Service Providers are not allowed to collect, use, retain, or advertise any consumer information without a consumer's consent (unless permitted by law).

2.2 Executive By-Law to the Telecoms Law – “The By-Law”

The Executive By-Law further elaborates on specific service provider conduct towards consumers:

- Article 90 prohibits false or misleading claims or suggestions regarding the availability, price, or quality of products or services - or the products or services of another service provider - even if the service provider did not know at the time but ought to have known that a claim or suggestion was misleading or false or could have been misleading or false;
- A service provider must tell a consumer the purpose of collecting the consumer's information at or before collection. And is legally responsible for the security and safety of the consumer information it collects (Article 92). It cannot disclose the information or use it for another purpose without a consumer's consent;
- Under Article 96, ictQATAR may require Service Providers to submit terms of service to the regulatory authority for approval. ictQATAR currently imposes this requirement on both Ooredoo and Vodafone Qatar, where both Service

Providers are required to file their terms of service or any related changes to such terms of service prior to application. Unilateral changes to the Terms of Service are not permitted and prior notification must be provided to consumers of any proposed changes to the approved terms of service.

2.3 Telecommunications Licenses

Telecoms Licensees (currently includes Ooredoo, Vodafone Qatar, and QNBN) must comply with all decisions issued by ictQATAR concerning consumer protection, pricing and tariffs, and competition (Clause 14). They must take all reasonable and practicable steps to adapt their business practices to facilitate competition in accordance with directives issued by ictQATAR (Clause14.2)

Nothing in The Code shall be construed or deemed to excuse, disqualify, or modify a service provider's obligations to comply with any other laws of the State of Qatar or any other obligations and legal requirements under The Telecoms Act, The Executive By-Law, and the Applicable Regulatory Framework.

3 Consultation

3.1 Consultation Procedures

MICT seeks further input with regards to the draft policy. This input, especially from operators will help in addressing or at least being informed of any significant concerns with regards to the draft policy or any unintended effects. The draft policy sets out MICT's initial views. The responses received during the consultation will be used to review the draft prior to the public notification of the final policy. MICT will consider working with Service Providers to ensure coordinated, effective, and accurate messages for the public launch of the policy.

Interested parties are invited to respond in writing to MICT with comments and suggestions on this document. Once MICT has considered the responses to the consultation, it will publish a report that:

- identifies any significant concerns expressed in relation to the draft policy;
- sets out MICT's initial position regarding those concerns; and
- highlights any actions that MICT might take.

MICT may also conduct a workshop for those intending to respond to the consultation. The workshop will be scheduled before the deadline for comments. MICT invites comments and views on this consultation from the industry and interested parties. All comments should be submitted via email to CGAconsult@ict.gov.qa not later than 09th January, 2014.

Alternatively, you may write to us at:

Head of Consumer & Government Affairs Department,
Regulatory Authority
Ministry of Communications and Information Technology
P O Box 23264
Doha, Qatar

3.2 Publication of Comments

In the interest of transparency and public accountability, MICT may publish the submissions to this consultation on its website at www.ictqatar.qa. All submissions will be processed and treated as non-confidential unless confidential treatment of all or parts of the response has been requested.

While MICT will endeavor to respect the wishes of respondents, in all instances the decision to publish responses in full, in part, or not at all remains at the sole discretion of MICT.

By submitting material to MICT, in this consultation process, respondents will be deemed to have waived all copyrights that may apply to intellectual property contained therein.

3.3 Commencement date

It is intended that the Code will come into force immediately upon finalization. MICT intends to issue binding Instructions to Service Providers. Below are the indicative dates for the finalization of the draft code and the final Instruction.

Table 1 Indicative dates for Policy finalisation

Milestone	Indicative date
Draft Policy released for public comment	05 th December 2013
Submissions due	09 th January , 2014
Public launch date for Code	02 nd March 2014

4 Underlying and enforceable Provisions of the Code

This Code is intended to ensure that advertisements and marketing relating to the telecoms market provide a clear, yet non-intrusive consumer experience.

Request 1: Comments on the Regulatory need for a Code on Advertising, Marketing and Branding that sets out clear rules, provisions, and standards for

advertising, marketing, and branding strategies are welcome.

4.1 Provision of Information

Service Providers must provide consumers with information on products and services that are sufficient, accurate, true, and up-to-date, in a simple format. Should a consumer request information from a service provider on products or services currently available, this information must be provided to a consumer (within 10 working days) of the receipt of such a request and by no later than 30 calendar days after the date of such request. A service provider may accumulate a data base of frequently asked questions (FAQs) as a strategy to address basic information requests from consumers or potential consumers.

A service provider must supply or make available to a consumer a copy of the approved terms of service/contract or agreement/s for the provision of services as per the approved tariff. The approved tariffs and associated terms of service/use must be published on the Service Providers' website. Additional copies of these contractual terms and conditions must be provided to a consumer, upon request, and where applicable a reasonable fee may be charged. The approved and published tariff document should contain the service description and applicable charges as a minimum requirement.

Request 2: MICT is firm on the understanding that consumers need to be fully informed before making informed choices. It is proposed that FAQs and full publication of the Terms of Service and approved Tariffs will assist in meeting the gaps in information exchange and in keeping consumers informed. Stakeholders to please comment here with views.

4.2 Description of a Service

Before entering into a contract, a Service Provider must make available a sufficient and clear description of the product or service, in plain language (both English and Arabic) to a consumer or potential consumer. A Consumer should also be notified of what other products and services, if any, are necessary in order to use the service s/he intends to acquire.

Service Providers and their distributors must:-

4.2.1 Be honest and truthful:

Service Providers must be honest and truthful in their dealings with consumers and potential consumers. They should be able to substantiate all claims made in marketing communications or by their direct or implied conduct in dealings with consumers. All advertisements should be factually correct and culturally sensitive, prepared with a sense of responsibility towards the consumers.

4.2.2 Clearly disclose to the consumer all comprehensive and appropriate

information before, during, and after the point of sale. Service Providers shall enable consumers and potential consumers to make informed choices before they buy, by clearly disclosing all the necessary information about a product or service and any terms and conditions that may apply. Consumers should be kept appropriately informed after the point of sale as well. Should terms of service on products or services change, consumers should be well informed in advance of the proposed changes, allowing a consumer the choice to continue with the product or service or have the choice to leave.

- 4.2.3 Do not take advantage of a consumer’s lack of experience or knowledge: Service Providers are in positions of power as they have more knowledge, experience, and understanding about their own company and associated products and services. This should not permit such Service Providers to take advantage of that power or use it to exploit consumers for their own gain. Service Providers must trade fairly, ensuring that the consumers understand any documentation or sales advice prior to purchase. Service Providers should not impose any conditions that are not reasonably necessary for the service, merely to protect the supplier's business interests.
- 4.2.4 Do not unfairly criticize, discredit, or denigrate a competitor or its services: The conduct of Service Providers towards each other in the marketplace should be of the highest professional standard of fair competition and respect. Advertisements should not denigrate another service providers’ quality of service, so as to reduce public confidence of the products/services offered by the service provider. Publicly discrediting competitors or their products and services, preventing or hindering their ability to compete fairly, or unauthorized churning practices are not acceptable. Service Providers are encouraged to compete fairly on a level playing field and distinguish their offerings by pointing out real benefits, innovations, and genuine distinguishing factors without discrediting or unfairly criticising the competitor.
- 4.2.5 Comparing products or services with a competitor: Advertisements containing comparisons with other competitors or other Service Providers products or services are permissible however these should not mislead the public as a result of the comparison. Comparisons should not create an unfair advantage for the advertiser nor mislead the consumer. Such advertisements shall also refrain from judgments and opinions about the competitor or its products or services unless those assertions are based on fact. The comparison should be fair and address either comparable offers or comparable services. The advertisements should refrain from making judgements and opinions about the other service provider’s products and/or services. Points of comparison should be based on facts that can be substantiated and should not be unfairly selected.

4.2.6 Be clear on ‘who is offering what’ in joint advertising: Where more than one service provider, or a service provider and another entity, are promoting a joint offer or a bundled product and/or service, it must be clearly stated that all items in the bundle are also available individually for purchase. The advertisement should create no room for doubt about the different services, price, and availability.

4.2.7 High speed and very high speed: Products or services should not be described as being “High speed and/or very high speed” when the available capacity/bandwidth doesn’t correspond to the appropriate service.

Request 3: Service Providers are invited to comment on whether these provisions are sufficient when providing consumers with a description of the products or services they offer or promote.

What other crucial provisions may be considered here?

Are there specific examples that Stakeholders may want to include as an illustration of the provisions? Please provide detail.

4.3 Pricing Information

A Service Provider, before entering into a contract, must provide a consumer with information on:

- What charges may apply;
- What the charges relate to;
- The amount of each type of charge and/or the manner of calculation and;
- The frequency of the charge or circumstances giving rise to the charge becoming payable.

Before entering into a contract, a Service Provider must inform the consumer if the charges or components thereof may vary during the term of the contract. Any terms of variation must be clearly explained to the consumer prior to uptake.

Eg: “Your monthly rental charge might change from time to time...” must be explained in detail to a consumer as without an explanation this clause may permit a Service Provider to unilaterally impose a price change which the consumer becomes aware of (if at all) when s/he receives and views a bill.

4.3.1 "Free" should mean free and without a charge:
 Products or services should not be described as being "free" where there is any direct or indirect cost to the consumer in obtaining the product or service. In the case of a bundle of services, where a claim is made that if one service is purchased, another will be provided 'free of charge', the

offer should clearly state what component of the offering is free, eg. Registration fee, connection charge, monthly subscription, or usage charges.

4.3.2 “Unlimited” means unlimited

No telecommunications service, texts, calls, broadband, or data can be unlimited in an absolute sense. These services are limited by virtue of natural constraints, such as the number of people using a service at once, and further constraints imposed by the providers to structure and manage their services. Products or services should not be described as being “unlimited” (without an accompanying explanatory Fair Usage Policy) capacity/bandwidth/speed, accessible services and/or uses. The terms of service should clearly state when a service described is limited by an FUP, allowing no room for doubt on the part of the consumer.

(a) Fair usage Policies (FUPs)

Service Providers may impose Fair Usage Policies (FUPs) as a tool to manage network resources, with several purposes in mind:-

- Managing Network services at certain times Eg: Some FUPs may stifle heavy user’s speeds to ease congestion at peak times. Some providers of data services engage in practices commonly referred to as “traffic management” or “traffic shaping”. This generally involves either the reduction of overall speeds that users receive or the reduction of speed access to a certain type of traffic, for instance, peer-to-peer downloads. Some providers reduce the speed of access to a certain type of traffic at peak times for all users as a matter of course. The practice is distinct from traffic management undertaken as a part of an FUP.
- Monitoring accounts for illegitimate usage. Eg: Business use of a consumer service or the practice of “SIM boxing” (this is an illicit practice where SIM cards on unlimited tariffs are used in conjunction with an automatic dialling machine to send , for instance, SMS marketing).
- Ensuring that a small minority of the extremely high users do not affect the integrity of the service provider networks to the detriment of other users.

(b) Setting expectations:

Advertisements should not mislead a consumer, and this includes misleading a consumer by the omission of information. An advertisement must not contain misleading claims, or omit material information, to the extent that the advertisements are likely to adversely affect consumers’ transactional decisions about products.

Question 1: Please comment on these provisions and whether stakeholders may experience any challenges in implementation of such provisions.

4.4 Packaging or Bundling of Services

Where services are packaged or bundled with another service and/or product, a service provider must inform the consumer about each service and or product, by providing a full description of the product or service, along with the individual available prices, separately.

Should a Service Provider represent in advertising materials or promotions that a service is provided under a package, the Service Provider must be in a position to supply ALL components of the said package. In the event that the Service Provider is unable to do so, a clear disclaimer must be included in the promotional and advertising materials allowing a consumer to be able to exercise an informed choice.

Where savings are applicable, a Service Provider must, prior to the consumer entering into the contract, inform the consumer of such savings and indicate any condition/s that may apply, to qualify for such savings without being vague or unclear.

The Service Provider must disclose in all advertising and promotional materials, its legal name, trade name, and contact details.

Question 2: Please comment on whether these are sufficient requirements to satisfy consumer’s knowledge in being adequately informed through the packaging information enabling a consumer to make an informed decision on take of the product or service.

4.5 Terms and Termination

If applicable, and before a contract is entered into, a Service Provider must inform the consumer of the minimum service period of commitment to such a contract, along with any special terms in the contract, and any specific provision, which states that a Consumer must be liable for any early termination charge.

Question 3: Is there any other information that consumers should be aware of with respect to “Terms and Termination”? Please elaborate.

4.6 Consumers Rights of Redress

A Service Provider must inform a consumer, before entering into a contract with provide services, and if there is any contractual warranty relating to the products or services, on the consumer’s rights of redress, should these be broken. A copy of the warranty or guarantee must be provided to the consumer at the point of sale.

Question 4: Is this provision clear or is there further clarity required in this provision?

4.7 Consumer Obligations

In a contract or in the terms of service, a Service Provider must inform the Consumer of their obligations and the repercussions arising from any breach of such obligations.

Should ‘Cancellation’ and ‘early termination’ fees be applicable then these fees and charges must be clearly communicated to the consumer prior to uptake of the product or service. Consumers must be advised clearly of any applicable minimum service periods and any associated penalties and specific charges that will apply for early termination within such minimum service period.

Question 5: Are there any other obligations upon a consumer that Service Providers construe as necessary? Please provide details.

4.8 Instructions for use

A Service Provider must provide general instructions to the Consumer on how to use its offered Services.

Where a Service Provider packages its Services with services and/or products of another party, the Service Provider will be responsible for the provision of instructions relating to the usage of the services and/or products to the consumer.

Question 6: Is this provision clear? If not, why not? Please substantiate.

4.9 After Sales Support

After-Sales support and service should always be available. Should after-sales support be unavailable then the Service Provider must inform the Consumer of this fact before entering into a contract.

Question 7: Is there further information a Service Provider should be obliged to provide a consumer on “after-sales” service? Please elaborate.

4.10 Spoken/Published Communications of Prices, Offerings, Promotions, and Terms and Conditions, including Social Media;

This provision relates to verbal, written, and published communication of information on the price, terms of services, and terms of use as expressed by a Service Provider to a Consumer during the course of telemarketing; direct personal sales eg at retail shops; sales through authorised representatives or information provided over the consumer services hotline and on the Service Providers website or through social media. During the sales part of the spoken communication the Service Provider must provide a brief description of the Services, the applicable charges, and the nature of the special offer, discount or package along with a copy of the applicable terms of service or terms and conditions. This provision requires Service Providers to provide

clear marketing and advertising on the product and service. Service Providers must avoid misleading phrases that say one thing, yet may mean something different: Eg “for life” should mean for the life of a customer, not refer to the life of the product or service.

4.10.1 Reading the ‘fine print’:

Any footnotes, disclaimers, words, or symbols qualifying or excluding services in marketing communications or practice must be readily visible and legible, audibly apparent, and understandable and should not contradict, materially qualify, or otherwise alter the basis of the marketing communication or practice.

4.10.2 Quoting research and statistics:

Research results and quotations from technical literature should be used with care. Advertisement using statistics or results from a research study should be capable of substantiation by quoting the source of the study or producing the methodology and results if required.

4.10.3 Do not use technical jargon that may confuse or mislead:

Technical jargon and technology comparisons should be used with care, as inappropriate use of terms can mislead and confuse the public rather than explain the merits of the product or service. Any communication shall be in simple and clear language, understandable by any person without the need for a technical background and/or special capacities.

4.10.4 Do not go outside the law or encourage others to do so:

Marketing communications and practices shall comply with the laws of the State of Qatar and should not incite anyone to break the law, they should not condone or encourage unsafe practices, reckless behaviour, or conduct that may be considered to be immoral, offend public decency, or offend cultural norms.

4.10.5 Terms of Service – Application, approval and changes

Service Providers are required to file all or any terms of service or changes to approved terms of service with MICT for prior approval prior to publication and application of these to consumers. Unilateral changes to approved terms of service are not permitted by Service Providers. Service providers must also publish the applicable terms of service on their website (in both Arabic and English) and also make these terms of service available to consumers at the point of sale so as to allow consumers to make informed choices. If a particular or additional set of terms of service apply to a specific product or service, this must be clearly communicated to the customer and the terms also made available to such consumer prior to uptake of the product or service. Unilateral changes to approved terms of service are not permissible. All proposed changes to approved terms of service must be communicated to consumers timeously prior to application allowing a consumer the opportunity to terminate the service should they

not agree with the new changes to the product or service. A consumer should also not suffer any penalty for his/her refusal to accept any newly introduced terms of service.

Question 8: Does this provision adequately cover service provider liability and commitments in advertising materials? If not, please provide clarity?

4.11 Advertising and presentation of products and services, including Social Media

4.11.1 Disclaimers

A Service Provider must clearly state any disclaimers to an offer it provides: next to the offer; OR linked to the offer in the same font size; OR for Television and Radio Advertising, as a part of the actual advertisement.

A Service Provider must ensure that a disclaimer used in advertising materials for the service that it provides is visible and clearly indicated. The disclaimer should be legible and of a reasonable and readable font size. The service provider must also give due regard to the nature of the advertisement, the medium used to convey the advertisement, and its likely audience that may consume it.

A Service Provider may not use a disclaimer to negate the principal messages of the marketing materials.

The advertisements must be clear and displayed or promoted in such a manner that enables a consumer to be able to distinguish between the contractual terms and conditions and the marketing and promotional activity promoting the product or service.

- **Availability:**
Service Providers must provide a qualifier in advertising materials which promote the availability of a Service, in the event that there are geographical, technical, or other limitations on the availability of the product or service to consumers.
Eg: “Terms and Conditions apply”
- **Limited Classes of Eligible Consumers**
If an offer for a service is limited to a certain group of people, the advertising materials should clearly indicate the limited nature of the offering.
- **Time Limits on Availability**
If the offer is limited by time to avail the offer, then this must be clearly communicated to the Consumer in the Advertising Materials.

- **Availability of Stocks**
A Service Provider must clearly indicate that stocks are limited and that there may not be sufficient stock available for expected consumer demand.

- **Savings Claim (this includes free offers, special offers, and free usage offers)**
A Service Provider must not make a savings claim in any Advertising Materials unless it is true upon each reasonable inference from the advertisement. Any conditions that a Consumer must satisfy before qualifying for any savings claim must be made clear in the Advertising Materials. Should a savings claim apply to only a specific group/s of Consumers, and then this qualification must be clearly stated.

- **Advertising of Packaged Services**
Should a Service Provider represent that a service is provided under a package, the Service Provider must be in a position to supply all the components of the said package. In the event that the Service Provider is unable to supply any component of the package, then a disclaimer must be included.

- **Comparative Advertisements**
Should an advertisement make comparisons of particular services and other competitive services, the advertisement must respect the principles of fair competition without containing the likelihood of misleading a consumer, as a result of the comparison.

The points of comparison should be based on points of fact which can be substantiated.

Exclusions

Should a product or service have any applicable exclusion that applies, these must be clearly stated and disclosed to a customer prior to uptake of the product or service.

Eg 1: Premium SMSs are not included as “free” SMSs in packages such as post-pay.

Eg 2: “Call anywhere in the world for 35 dirhams” promotion which does not include “ALL” countries eg Morocco.

Question 9: Is this provision clearly comprehensive on how products or service should be presented in advertising? If not, Please substantiate.

4.11.2 Misleading or deceptive conduct

- Advertising which is misleading or deceptive is prohibited. Advertising is misleading if, in its presentation, it deceives the audience or is likely to deceive

the audience to whom it is addressed or whom it reaches. By reason of the advertisement or promotional materials deceptive nature, it is likely to affect the decisions of a consumer and could result in detriment to such a consumer.

- Misleading or deceptive conduct can be by an act or an omission or even by implication if the act or omission is likely to mislead or deceive (eg. By creating and/or causing consumer confusion).
- The concerned conduct or practice will be considered from the perspective of the consumer and the likelihood of such consumer being misled or confused by the advertiser's or promoter's conduct.
- The following are some examples of false or misleading representations or statements using the acronyms 'SP' to represent a publicly licensed telecommunication service provider for illustration purposes only.

Eg 1: Making a false or misleading representation about who provides a service: 'SP1 provides the network and 'Happy calls' services the services' or

Eg 2: SP1 has acquired the company 'Happy Calls' and is now selling "Happy Calls' services in Qatar.

- Failure to disclose important information (i.e.: all essential terms of service),

Eg 1: "Fun is a brand licensed to SP1 provided by the Fun Company. Or

Eg 2: "Fun, as the new service provider on Qatar and has its own shops and sells its own services."

- Making a representation about the happening of a future event without reasonable grounds,

Eg 1: Declaring there will be a price increase without certainty, OR

Eg 2: Declaring that a particular branded service will be available to consumers in their own country in the future).

- Not specifying the full cash price or only advertising part of the price such as a deposit amount or mentioning terms of repayment only.

- Misleading or false statements about the sponsorship, approval, performance, characteristics, accessories, uses or benefits of goods or services,

Eg "SP1 sponsors the 'Fun Company' in Qatar.

This type of representation could create doubt for a consumer about who is in fact liable should something go wrong with a product or service.

- Misleading or false statements about the sponsorship, approval, or affiliation of

a corporation,

Eg. "Fun will be a sponsor for the World Cup."

- False or misleading statements about a price,

Eg: 'This is the cheapest phone service in Qatar. It's cheaper than SP2'

- A misleading or false representation about a buyer's need for goods or services,

Eg: "If you live in Al Wakra, you will need this service."

- The place of origin of goods or services.

Eg. "Fun SIM cards are made in England - not in China."

- Misleading or false representations about the existence, exclusion or effect of any condition, warranties or guarantees or remedy.

Eg: "This IS Fun. It's guaranteed all over the world.'

- Making false or misleading representations about the standard, quality, value, model, or applicable use of goods or services.

Eg: "This is the latest model" or "This is the cheapest phone" or "You will be able to obtain coverage with this phone anywhere in Qatar".

- Presenting a product or service as something else, or something it is not, is also misleading or deceptive. Service Providers must be clear in written materials and content about who is providing the product or service. The product or service description should be clear, without providing an obscure meaning in a sentence.

Eg: The use of the term "for life" could be deliberately obscure for interpretation purposes. It is unclear whether this offering extends to the life of the consumer or the life of the product or service and could result in the consumer being left confused.

Question 10: Is this provision comprehensive enough in safe guarding consumers from misleading or deceptive conduct and materials. If not, why not?

4.12 Special needs consumers

Service Providers are encouraged to make provisions to ensure, where necessary, people with physical disabilities and special needs are able to access special offerings and discounts, without discrimination.

Question 11: Is this provision adequate for special needs consumers? If not, please substantiate.

4.13 Areas of specific concern to MICT

4.13.1 Branding

- Licensed Service Providers must ensure consumers are not misled about who is actually providing the telecommunications products and services.
- Service Providers must clearly display their own brand and name in a way that accurately communicates the entity that is actually offering and providing the telecommunications products or services.

Eg: Consumers should be able to easily recognize that Ooredoo provides Ooredoo services and Vodafone Qatar provides Vodafone services. Both, Ooredoo and Vodafone, are recognized publicly as licensed telecommunication Service Providers in Qatar. There should be no confusion as to who provides what services.

- Where Service Providers display other brands of services they offer *or* provide themselves (alone or in joint promotions). The service provider must clearly display or present the second brand (With words, pictures, logos and/or symbols) in a form, size, and location with content that makes it clear that this is a second brand of the service provider. Consumers should clearly understand from any representation that the product or service is branded.
- The representation of the second brand should always appear as secondary to the primary brand/name/logo of the actual service provider, as this will make it clear to the consumer looking at either or both brands/names/logos that one is more prominent than the other and that the primary and larger brand/name/logo represents the actual service provider
- Accordingly for such brand licensing relationships the general rule is that the primary brand/name/logo of the licensed service provider should be prominently displayed on all advertising, promotional, consumer, and marketing materials in a clear size to the total space allocated for such items. The secondary brand/name/logo sponsored by the licensed service provider should then appear adjacent to the primary logo in a smaller size, proportionate to the total allocated space.

- Ensure that the design and color of the logos do not cause confusion as to the nature of the relationship between the primary and secondary brands;
- Maintain uniformity in all displays of the brands/names/logos. In other words, the same representation of a brand/name/logo that appears on a website should appear at other places (at retail outlets, on SIM cards, in advertisements. etc.) to avoid causing confusion in the marketplace;
- In addition the service provider must seek prior review before offering any co-branding to the consumers. A request for review will be deemed granted if not denied by MICT within 50 calendar days from the date of the filed request. The commencement of the 50 calendar days begins when the service provider provides to MICT its entire proposal for the services under a brand licensing arrangement to be offered to the public. MICT will review the service provider's proposal from a tariff, legal, and compliance perspective and the service provider must demonstrate that the offering fulfills the provisions of this Code, the Telecommunications Law, The Executive By-Law and the service provider's Licenses. MICT may increase the review period or suspend the 50 calendar day timeline at *any* time if it is apparent that the service provider has failed to supply full and complete information for the review.
- It is the responsibility of the service provider to present the brands/names/logos of itself and any secondary brands in accordance with this Code, the terms of their Licenses, the Telecoms Law, and any other applicable Orders and Instructions issued by MICT, to avoid causing consumer confusion or potential consumer confusion in the marketplace.
- Should MICT find that consumers are confused or are being misled by the way in which brands/names/logos are being presented, it will act within its legal mandate to correct any misconceptions and address any illegal conduct by a service provider.

Service Providers to note that this code directs Service Providers on brands/names/logos and apply in the context of telecommunications and do not place any restrictions or requirements on the use of display of brands/names/logos outside the telecommunications sector.

4.13.2 Content

Service Providers must ensure that content about their products and services are truthful, accurate, and not misleading nor confusing to any consumer or potential consumer. Service Providers must adopt the following requirements as they relate to content:

- The content should be easily understandable and/or readable and adapted to the media used by the Service Provider. For instance advertisement in

the newspapers shall use a clearly readable font size with footnotes that are horizontal and in an identical size as to the content.

- The Internet pages of branded services should be located on the high-level internet domain of the licensee and should clearly state who provides the services (the Licensee) and what the branded service represents eg: a service offered by the service provider under a brand licensing arrangement);
- Content should be consistent. No particular content should contradict any other content or give a different or misleading impression of a set of facts;
- Content should be easily understood by the consumer;
- Keep it clear and factual using simple language;
- Content of SIM packs, recharge cards, contracts and consumer service materials need to reflect who the provider of the services is and be labeled or branded appropriately, in accordance with this Code;
- Internet URLs, online network indicators, SMS welcome or landing SMS messages and other data communicated to a consumer or accessed by the public need to reflect who is the provider of the services, and be labeled or branded appropriately, in accordance with this Code.

4.13.3 Third party providers

MICT is aware that service providers offer and sell their products and services through third party providers and channels such as distributors, dealers, agents, and general retail outlets in Qatar. The commercial relationships between a service provider and these third parties are governed by contract under which products and services are sold by the third party who accounts to the service provider about the sales. Activation of the service remains with the service provider and not the third party, as services can only be activated or cancelled by the consumer contacting the service provider themselves.

It is the Service Provider's responsibility (see Clause 15 of the Licenses issued to Ooredoo and Vodafone which states that the licensee shall be liable for all breaches of the License caused or carried out by its servants or agents or by a person acting on its behalf) to ensure its third party providers uphold the legal obligations of the licensee in this regard.

Service Providers must communicate these obligations clearly to any third party provider or agent, and provide back-up support to the third party

providers who may be unsure of what to do or what to say at the point of sale. Service Providers shall be aware that a third party is not a privy to the licenses issued by MICT.

If a service provider cannot be sure that its products or services being offered or sold by third party providers are represented clearly and accurately at the point of sale, it should not activate the service.

Service Providers must adopt the following requirements when dealing with third party providers and/or agents:

- Check the contracts with third party providers to ensure they are compliant with the Telecoms Law, The Executive By-Law, License Provisions and this Code;
- Communicate with all third party providers to ensure these third parties and agents are aware of the Service Provider responsibilities towards consumers concerning representations and disclosures made to consumers at the point of sale;
- Provide back-up support to third party providers and agents who may be unsure of what to do or say to consumers at the point of sale;
- Ensure that consumers have not been misled about a particular service prior to activation of a service.

4.13.4 Personal contact with consumers through Consumer Care or at the point of sale

Service Providers should ensure that the words spoken to consumers are accurate and truthful, and do not negate accurate and truthful information about a product or service provided to consumers at other locations (on websites, in advertisements, etc.). This is particularly important in Qatar where many languages are spoken and many consumers do not have access to online services or written materials about telecommunications products or services.

Through its Consumer Complaints function, MICT has found that many consumers rely on the words used by sales representatives or by call center staff more than in written materials or online content.

Service Providers must adopt the following as requirements:

- The words used by employees and agents about the service provider and its products and services should be accurate and truthful and should not misrepresent to a consumer on who is actually providing the products and services being offered;
- Ensure all training materials, voice recordings, sales pitches and words spoken to consumers by call center staff, sales people or on voice

- messages are legally compliant.
- Ensure that point of sale staff adequately answer consumer enquiries and questions correctly and fully rather than refer them to a website for information.
- Ensure that consumer inquiries and complaints are promptly and appropriately addressed.
- Ensure that where consumers receive advice, the advice is product or service appropriate and takes into account the consumer's particular circumstances, where necessary.

Question 12: Are there any other key principles that should be included in this Advertising, Marketing and Branding Code? Please provide submissions, with justifications and examples for purposes of clarity.

5 Conclusion and next steps

The RA is keen to obtain the input of a wide range of stakeholders to support the development of its regulatory strategy. RA would value feedback on the strategic priorities and actions it has identified and also the broader regulatory issues covered in this consultation document.

Following the close of the consultation at COB the 9th of January 2014 MICT will review and analyse all stakeholder responses and use these to develop the final Advertising, Marketing and Branding Code, which will be published in March 2014.

6 Summary of consultation questions and request for comments

Request 1: Comments on the Regulatory need for a Code on Advertising, Marketing and Branding that sets out clear rules, conditions and standards for advertising, marketing and branding strategies are welcome.

Request 2: MICT is firm on the understanding that consumers need to be fully informed before making informed choices. It is proposed that FAQs and full publication of the Terms of Service and Tariff will assist in meeting the gaps in information exchange, keeping consumers informed. Stakeholders, please comment.

Request 3: Service Providers are invited to comment on whether these principles are sufficient when provisioning consumers with a description of the services they offer or promote. What other crucial provisions may be considered here? Are there specific examples that Stake Holders may want to include as an illustration of the provisions? Please provide detail.

Question 1: Please comment on these provisions and whether stakeholders may experience any challenges in implementation of such provisions.

Question 2: Please comment on whether these are sufficient requirements to satisfy consumer knowledge in being adequately informed through the packaging information enabling a consumer to make an informed decision on take of the product or service?

Question 3: Is there any other information that consumers should be aware of with respect to “Terms and Termination”? Please elaborate.

Question 4: Is this provision clear or is there further clarity required in this provision?

Question 5: Are there any other obligations upon a consumer that Service Providers construe as necessary? Please provide details.

Question 6: Is this provision clear? If not, why not? Please substantiate.

Question 7: Is there further information a Service Provider should be obliged to provide a consumer on “after-sales” service? Please elaborate.

Question 8: Does this provision adequately cover service provider liability and commitments in advertising materials? If not, please provide clarity?

Question 9: Is this provision clearly comprehensive on how products or service should be presented in advertising? If not, Please substantiate.

Question 10: Is this provision comprehensive enough in safe guarding consumers from misleading or deceptive conduct and materials. If not, why not?

Question 11: Is this provision adequate for special needs consumers? If not, please substantiate.

Question 12: Are there any other key principles that should be included in this Advertising, Marketing and Branding Code. Please provide submissions, with justifications and examples for purposes of clarity.

Annex I: Definitions

“Advertising Materials”: means advertising and promotional materials in relations to telecommunications services, without limitation to:

- Television advertisements;
- Radio advertisements;
- Press and magazine advertisements;
- Direct mailer;
- Posters;
- Other point of sale materials;
- Brochures;
- Packaging materials;
- Price tags;
- Billboards;
- Cinema advertisements;
- Advertorials;
- Promotional videos;
- Website materials and banners;
- Signage;
- Media and press releases;
- Electronic mail;
- Electronic news groups;
- Still messages and inserts;
- Information kiosks;
- Videos and animated films.

“Consumer”: means a person who receives, acquires, uses or subscribes to telecommunications services within the meaning of the Telecommunications Law.

“Customer”: Any subscriber or user of telecommunications services, whether such services are acquired for the consumers own use or for resale.

“Content” includes the following: all printed and published hard copy materials including content in newspapers, magazines, brochures, leaflets, circulars, letters and mailings, facsimiles, catalogues, posters, billboards and other promotional media in public places including on the websites, social networking sites and on vehicles or moving signs, etc. All film, video, and digital images, words and statements broadcast to the public including moving images, cinema showings, video commercials, broadcast advertisements, conversations and media statements including statements made in Social Media (eg: Facebook and Twitter). This also extends to all online and electronic communications and data messages including SMS, MMS, short code or other messages sent to a person, group, email or telecommunications device or equipment, and all website or internet content relating to a product, service or service provided.

“Disclaimer”: means words used in Advertising Materials, which qualify, disclaim or add to the principle message of Advertising Materials.

“Personal Information”: information collected by the service provider from the consumer and that information which identifies a consumer.

“Product”: means a physical item provided, or caused to be provided by the Service Provider as an integral part of the service.

“Service”: deliverables provided in the course of the provision of telecommunication or media services within the Telecoms Law.

“Service Provider”: a person that is licensed to provide one or more telecommunications services to the public or licensed to own, establish or operate a telecommunications network to provide telecommunications service to the public. This includes providers of information or content provided using a telecommunications network.

“Telecommunications”: the transmission, emission or reception of writing, signs, signals, images, sounds, data, text, or information of any kind or nature by wire or fibre, radio, optical or other electromagnetic or microwave means of communications or by any other telecommunications mean.

“Terms of Service”: the general terms and conditions on which the service provider provides its telecommunications services to the consumers in accordance with the provisions of this law.

Annex II: Covering Page for Submissions in Response

Covering Page for Comments in Response to MICT's

Consultation: Draft Advertising, Marketing and Branding Code

Responding party

Name:

Organization:

Address:

Telephone:

E-mail:

Date:

Consent

By submitting this response to MICT, the respondent consents to its publication in full by MICT on its official Web site or by other media, unless confidential treatment of all or parts of the response has been requested and follows the criteria set out below.

Confidentiality

In the event you would like your response to be treated confidentially, you are requested to also supply MICT with a non-confidential version. The provision of a written explanation justifying the need for confidentiality is also necessary. Please note that in case of a failure to provide sufficient reasoning for a request of confidentiality or an additional, non-confidential version of the response the request will be treated as incomplete and may result in full publication of the response. While MICT will endeavor to respect the wishes of respondents, in all instances the decision to publish responses in full, in part, or not at all remains at the sole discretion of MICT.