

Code on Advertising, Marketing and Branding

Communications Regulatory Authority

**Responses to Comments Received on Draft Advertising Code
December 2013 Consultation**

May, 2014

Responses to Comments Received on Draft Advertising Code - December 2013 Consultation

Response to Draft Code	Article (in relation to) Number as in Draft Code 12/13	Subject	Comment	CRA Response
General comments ¹				
Vodafone	General comment	Level of detail in the Code	Draft Code more prescriptive than required to meet the industry's shared consumer protection objectives.	The Code is seeking to balance clarity and flexibility, taking into account the state of the industry, the experience from complaints received and consumer protection. Where appropriate, changes have been made to the Code including introducing an overarching generic provision on the scope and aims of the Code (Arts 31- 32) and provisions have been generalised as appropriate, giving more flexibility to Advertisers. This flexibility is always, however, subject to Advertisers complying with the main obligations under the Code of not misleading consumers, making false claims etc.
Vodafone	General comment	Duplication with TCPP	Draft Code duplicates some of the Articles in the Telecommunication Consumer Protection Policy (TCPP) (January 2014).	The Code did include provisions that were subsequently included in the Consumer Protection Policy (CPP) that was issued before the finalisation of this Code in January 2014. Where appropriate, areas of duplication were removed in the revised draft, as for example with Article 4.5 of the original draft Code which was also covered by Article 21 of the Consumer Protection Policy concerning Consumer

¹ References to the Ministry of Information and Communications Technology (MICT) for present purposes shall be construed as referring to the Communications Regulatory Authority (CRA).

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				Obligations. However, where appropriate, as in the example here, the revised Code (Article 80) requires Advertisers to expressly mention in the Advertisement if such obligations exist. It does however acknowledge that forms of advertising can differ and if the nature of the Advertisement is such that it cannot provide the details at the same time to (a) refer to the fact that such obligations will exist and (b) ensure that the consumer is made aware of them before entering into a contract.
Vodafone	General comment	Relationship of Code with old Guidelines	Clarification required on relationship between the Guidelines on Advertising, Marketing and Branding (April 2011) and the Draft Code.	The new Code revokes the Guidelines on Advertising, Marketing and Branding (April 2011), as provided for by Article 81 of the revised Code and replaces them. For the avoidance of doubt it should be noted that the revocation applies only to the Guidelines on Advertising, Marketing and Branding and not any other part of the relevant CRA decision.
Vodafone	General comment	Define complaint and enforcement process	Draft Code does not define any complaint or enforcement processes. Vodafone suggests Draft Code should give Service Providers (SPs) guidance on such processes.	In compliance with Article 61 of the Telecommunications Law, the CRA treats complaints relating to Advertisements in the same manner and by following the same procedures as any other complaint or self-initiated investigation.
Vodafone	General comment	Consistent advertising standards across industries	Code should provide for consistent obligations and not impose upon SPs obligations that companies selling telecommunications equipment such as mobile handsets do not have. Suggests applying consistent advertising standards	The CRA notes the comments made. The powers of the CRA relate only to the telecommunications industry in accordance with the Telecommunications Law and the By Law. However, the CRA, having considered the comments of the industry, has made changes to the Code to clarify who is subject to the Code (Arts 21-24), the products or services which are subject to it (Art 25) and what type of activity (Art 26). In relation to equipment, the revised Code requires

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			across all industries rather than on an industry basis.	that (a) any advertised telecommunications equipment must comply with the Telecommunications Law (i.e. it must be type approved) and (b) Advertisers should provide information when they do not provide the warranty coverage themselves (Art 61). The revised Code in this area, in line with the rest of the Code, allows for more flexibility so that Advertisers, if they do not include the information in the Advertisement they must do so before the Consumer enters into a contract.
Vodafone	General comment	Subsequent consultation post amendment	Draft Code requires significant amendment. Requests that the amended document be issued for a further short consultation before being finalized.	The CRA has considered the comments received and where appropriate made changes to the Code to reflect these as well as international best practices in a way that best meets the needs of the Qatari market. With the above in mind the CRA has decided to allow for a 10 day period of consultation on the revised draft.
Vodafone	General comment	Regulatory overreach	Draft Code needs to focus only on Advertising, Marketing and Branding provisions. ictQATAR should undertake a separate process of amending the Consumer Policy accordingly instead of introducing such provisions in the Code.	The CRA recognises the points made and where appropriate the Code has been amended accordingly. However, one of the main aims of the Code is to ensure that Consumers are protected in terms of the “messages” they receive. Therefore, it is almost inevitable that the two areas are very closely linked and in certain cases overlap. An example of this is the obligation to make consumers aware of any obligations that may exist in relation to an Advertised product or service. The revised Code (Art 80) requires Advertisers to expressly mention if such obligations exist. It does, however, allow the flexibility, if the nature of the Advertisement is such that it cannot provide the details at the same time, to refer only to the fact that such obligations exist and to ensure that the consumer is made aware of them before entering into a contract.

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Vodafone	General comment	Regulatory overreach	Draft Code mentions as part of the legal basis for the Code, provisions of the Applicable Regulatory Framework which are broadly related to consumer protection and not necessarily relevant to advertising, marketing and branding.	The Code makes non exhaustive references to underlying legal and regulatory provisions that have an impact on the Code and the relevant behaviour of the Advertisers. As such the inclusion or not of certain provisions should not be seen as setting out each and every relevant provision. In particular, given the fact that one of the main aims of the Code is the protection of consumers, reference to these is relevant to understanding and underpinning the Code's aims.
Vodafone	General comment	Request to remove clause	Submits that the following clauses in the Code be removed entirely: 4.1, 4.2.1, 4.3, 4.5, 4.6, 4.7, 4.8, 4.10.5 and 4.12. Further, Clause 4.8 should be added to the Consumer Policy as it has no relevance to the Code.	The CRA has revised the Code and amended or removed provisions as necessary taking into account the fact that the Consumer Protection Policy has now been issued. In other cases the wording has been clarified so as to make the connection to the advertising obligations clearer. An example of this is old Article 4.1 (provision of information) which has been revised in the new draft Articles 33-35 and requires Advertisers to provide, on request, a complete and clear description of the product or service Advertised and instructions on how to use it.
Ooredoo	General comment	Suggestion for amendments to Draft Code	Would support a higher-level review of the existing regulation of advertising, marketing and branding. Should use 2011 Guidelines as base and then build on its shortcomings. Use this opportunity to refine old regulation and streamline new regulation to help the industry react swiftly to	The CRA notes the comments and when it next considers appropriate to review the Consumer Protection Policy it will consider doing so in conjunction with the Code, if appropriate. However, given the fact that the Consumer Protection Policy is very new and the Code will only be brought into operation in the near future, it considers that it should allow for a reasonable period for the two instruments to be applied and only then to consider a review. As such the CRA is satisfied that it is appropriate to proceed for the time

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			changing market demands and serve consumer interests.	being with the two instruments. However, the CRA in revising the draft Code has made changes which it considers meet, to a great extent, the concerns and views raised by the respondents to the first consultation.
Ooredoo	General comment	Overall shortcomings of Draft Code	Comments reflect the view that the Draft Code is more detailed and specific than necessary. Draft Code, as it is, is overly detailed and unnecessarily prescriptive. Does not offer SPs necessary flexibility and may prohibit marketing activities that are innovative and pro-competitive. By referencing specific technologies, Draft Code risks obsolescence due to changes in technology. Many parts of the Draft Code are unnecessary because SPs have adequate commercial incentives to follow such practices or because other parts of the Applicable Regulatory Framework already include such requirements.	<p>The Code is seeking to balance clarity and flexibility, taking into account the state of the industry, the experience from complaints received and consumer protection issues encountered. Where appropriate, and following the consultation, changes have been made to the Code including introducing an overarching generic provision on the scope and aims of the Code (Art 31-32). Furthermore, a number of provisions have been generalised as appropriate to give more flexibility to Advertisers, subject to Advertisers complying with the obligations under the Code.</p> <p>The CRA does not consider that references to technology etc will make the Code obsolete as they are clearly examples and they must be read as such. When new products and services are Advertised the Advertisers must keep in mind the principles that the example is aimed to demonstrate, regardless of the type of technology used in the example.</p> <p>The CRA notes Ooredoo's comments that Service Providers have adequate commercial incentives to follow such practices. This would of course mean that the requirements of the Code would not impose any additional burden on them but does not obviate the need for the Code.</p>
Ooredoo	General comment	Suggestion for amendments	Urges MICT (CRA) to follow an "outcomes based approach" to	The Code is seeking to balance clarity, flexibility and consumer protection, taking into account the state of the industry and the

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		to Draft Code	advertising, marketing and branding issues in accordance with the approach outlined in the recently published draft TCPP. It proposes the Code should establish specific outcomes that each SP would be obliged to meet and leave the manner of compliance with such rules up to the SPs.	experience from complaints received. Where appropriate, and following consultation, changes have been made to the Code to provide more flexibility (see for example Art 28 – general provision on flexibility and Art 36, whereby Advertisers may provide the relevant information in the Advertisement or, subject to a mention in the Advertisement, before the Consumer enters into a contract). The additional flexibility to Advertisers is subject to complying with their overarching obligations and that are in a position to prove compliance (Art 29 – Compliance).
Ooredoo	General comment	Issue with Draft Code	The focus must remain on ensuring that the advertisements do not unduly mislead or deceive. Ooredoo is concerned that the Draft Code as presented would stifle creativity without any corresponding benefits for the Qatari population.	The Code is seeking to balance clarity, flexibility and consumer protection, taking into account the state of the industry and the experience from complaints received. Where appropriate, and following consultation, changes have been made to the Code to provide more flexibility. The additional flexibility to Advertisers is subject to complying with their overarching obligations and that are in a position to prove compliance.
Responses to requests and questions				
Vodafone	Request 1 (1)	Scope for Draft Code	There is a need for a Code on advertising, marketing and branding. However, such a Code should not place onerous requirements on the SPs which	The CRA refers the respondent to the previous replies. However, the CRA does not consider the argument that the other sectors in Qatar are not subject to similar requirements is relevant, given that different sectors are subject to different rules. The telecommunications sector involves the sale of complex products, services, offers etc and as

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			other industries do not face in Qatar.	such, Advertising needs to be clear. In addition, the growth in competition in the sector means that there is an increasing importance placed on Advertising, and on using Advertising to win new customers. Again, this means it is important for the CRA, in compliance with its obligations under the Law and By Law, to ensure that Consumers are protected through the implementation of an Advertising Code.
Ooredoo	Request 1 (1)	Scope for Draft Code	Ooredoo is of the view that a set of general requirements would afford the industry greater flexibility and room for innovation than the prescriptive and sometimes onerous requirements set out in the Draft Code.	The CRA refers the respondent to the previous replies. Where appropriate, changes have been made to the Code to provide more flexibility.
Ooredoo	Request 1 (1)	Item missing from Draft Code	One item missing is specific information regarding the scope of the code and the services to which it applies. No distinction is made between consumer services and business services. Ooredoo supports a clear distinction between the two, with the code only then being applied to consumer services; given business customers are far more sophisticated.	The CRA notes the comment. Provisions have been made both in terms of who is subject to the Code (Arts 21 - 24) and what products or services are subject to the Code (Art 25). In addition the CRA has made provision to allow Advertisers the flexibility to adjust Advertisements depending on the target group. Thus Advertisements targeting vulnerable consumers, consumers with less experience etc would require more stringent safeguards and must use straightforward language, whereas Advertisements addressed to big business can be more technical, given the fact that they are likely to have in-house specialist departments that will deal with purchasing of products and services of this nature (Art 27.3). In all cases though, Advertisements have to meet the overarching obligations of the Code.

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Vodafone	Request 2 (4.1)	FAQs and T&Cs	Some of the provisions should not form part of the Draft Code but be part of the TCPP. FAQ's for relevant offers are usually published along with the tariff on the website. FAQ's not necessary for some promotions. Customers can always call customer care to answer queries or visit stores. Therefore, publishing FAQ should be left to SPs discretion and provided where necessary.	The CRA refers the respondent to the previous replies. In addition the relevant sections of the Code have been adjusted to allow for the necessary flexibility.
Ooredoo	Request 2 (4.1)	FAQs and T&Cs	Shares the view that consumers need to be fully informed before making important telecommunications purchasing decisions, but is of the view that the proposed new regulation is either duplicative of existing regulation or unnecessary because SPs have commercial incentives to fully inform prospective customers, or both.	The CRA notes Ooredoo's comments and refers the respondent to the previous responses. Where appropriate Articles from the draft Code have been removed where those overlapped with the Consumer Protection Policy now that it has now been formally issued. The CRA also notes the comment that Service Providers have adequate commercial incentives to follow such practices. This would of course mean that the requirements of the Code would not impose any additional burden on the Service Providers when complying with it.
Ooredoo	Request 2 (4.1)	FAQs and T&Cs	Prospective customers that do not understand a particular service are highly unlikely to purchase that service. One of SPs most	The CRA notes Ooredoo's comments and refers the respondent to the previous responses. The CRA considers that the Code, as it stands, is clear and that confidential, sensitive sales or proprietary technology information is

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			<p>important goals of its marketing communication efforts is to ensure prospective customers have a full understanding of the services it offers. Therefore, a requirement such as the one proposed is wholly unnecessary and merely creates confusion and conflict due to its ambiguity. Left unqualified, the current language could arguably apply to sensitive sales or proprietary technology information. It is also unclear whether the time constraint on providing such information is 10 days or 30 days.</p>	<p>not within the information that must be supplied. However, information must be supplied to Consumers such that a reasonable consumer (taking into account if a business user, home user etc) can make an informed decision on whether or not to purchase the product.</p> <p>The CRA has also clarified the text concerning the period within which information must be provided to Consumers (Art 33).</p>
Ooredoo	Request 2 (4.1)	FAQs and T&Cs	<p>Annexure D, clause 1.6 of providers' licences already requires SPs to make copies of approved tariffs available to customers on request. SPs are also required to publish all of their tariff filings on their websites and tariff documents are subject to MICT review and approval. Ooredoo believes it is unclear what purpose this new language serves, other than to duplicate existing elements of the ARF. If MICT goes ahead with</p>	<p>The CRA notes Ooredoo's comments. Where appropriate and following the consultation, Articles from the draft Code have been removed where these overlapped with the Consumer Protection Policy and the licence obligations of the Service Providers. However, the Code as amended places the burden on the Service Providers to ensure that Consumers are aware of the prices (Art 44) and the terms of service (e.g. Art 64) and where to find them. In addition, the terms and conditions of a service should not negate the main message of the Advertisement, or have the effect on the advertisement of being false or misleading (Arts 56 - 60).</p>

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			proposed regulation, Ooredoo urges MICT to provide further detail and clarity as to the need for the proposed regulation and the legal effect of such overlap and duplication.	
Vodafone	Request 3 (4.2)	Description of a service	Marketing materials should be allowed to reference links and T&Cs in explaining technical specifications, fair usage policies (FUPs) or describe the service/product in detail.	The CRA notes Vodafone's comments. The CRA has made changes to the draft Code to allow for this flexibility, subject to ensuring that the Consumer is made aware of the relevant terms etc before entering into a contract (e.g. Art 48 T&Cs and Arts 51 - 52 FUPs).
Ooredoo	Request 3 (4.2)	Description of a service	Questions whether the proposed requirement is necessary and believes it is confusing as currently drafted. Customers won't buy a product they don't fully understand and the customer service costs of providing support to confused customers provides SPs a strong incentive to ensure all customers have a solid understanding of a product before they purchase it.	The CRA notes the comments from Ooredoo. It has made changes to the draft Code in terms of the information that must be provided to Consumers and when, in relation to Advertised products or services. For example new draft Articles 33 -35 requires Advertisers to provide on request a complete and clear description of the product or service Advertised, and instructions on how to use it.
Ooredoo	Request 3 (4.2)	Description of a service	Also, SPs do not have incentives to provide new services to people who have not purchased the necessary products and services to	The CRA notes these comments and has made changes to the draft Code accordingly. In the Revised draft, Article 36 requires Advertisers to state clearly in the Advertisement that an additional product or service must be purchased for the Advertised product or

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			<p>use the new service. Dissatisfied customers, tarnished brand and increased customer service costs all keep SPs in line with regards to this. Proposed requirements are confusingly drafted, because the text refers to a “sufficient and clear description” but the language is unclear as to what the description is sufficient for. Ooredoo urges MICT to clarify the language used in this section, given the potential for confusion and conflict in its interpretation.</p>	<p>service to be used However where it is not possible to have the details of the additional product or service should in the same Advertisement, the Advertiser shall: (a) at least state that this is “subject to purchase of additional product/service”, or words which have the same effect, and (b) ensure that the details of the additional product or service and related costs are disclosed to the Consumer before they enter into a contract.</p>
Ooredoo	Request 3 (4.2)	Description of a service	<p>Detailed and specific requirements, such as those proposed are likely to create opportunities for regulatory conflict and disputes between operators, rather than higher-quality products and services. Ooredoo urges MICT to rethink the general approach to regulating advertising, marketing and branding in line with the “outcomes based approach” as set out in the Draft Consumer Protection Policy.</p>	<p>The CRA notes Ooredoo’s comments. It has consequently made changes to the draft Code to provide inter alia for more flexibility in the way that information may be provided in certain cases (Article 28), the fact that all Advertisements must be examined for compliance reasons from a Consumer perspective (Article 27.4) and for an overall obligation that in each and every case Advertisers must ensure that, among other things, “<i>all Advertisements must be fair, truthful, accurate, and should not by act or omission, directly or by implication, mislead or confuse any Consumer or potential Consumer and nor make false or misleading claims or suggestions regarding the availability, price, or quality of products or services - or the products or services of other persons</i>” (Article 31).</p>

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Vodafone	Question 1 (4.3)	Pricing information	Not all information that is materially relevant can be squeezed into advertisements which are subject to various size restrictions and will lose their impact if cluttered. SPs should provide a reasonable FUP with a link on their website for more information. This should be sufficient so that the advertisement does not become a FUP document and stifle the marketing creativity and messaging.	The CRA notes Vodafone's comments and consequently, it has clarified in the revised draft that where the advertising medium means it is not feasible to include all the information in the Advertisement, an Advertiser may comply with the Code by ensuring that the Consumer is aware of the same information before entering into a contract (Articles 44 - 45 and Article 47). However, in some cases there is no discretion such as in Article 78 where, in relation to Premium Services, the price must always be clearly stated in the Advertisement. In relation to FUP, revised provisions have been made both generally (Articles 51 -52) but also in more specific cases such as when using the expression "unlimited" is appropriate (Article 47).
Ooredoo	Question 1 (4.3)	Pricing information	Proposed requirements are wholly unnecessary as SPs already possess ample commercial incentives to provide full and complete details regarding their services. Simple prohibition on misleading communications and an obligation to present the customer with the full contractual terms of the offer would be more than sufficient to achieve the objectives of the proposed requirement.	The CRA notes the comments of Ooredoo and consequently has clarified in the revised draft that where the advertising medium means it is not feasible to include all the information in the Advertisement, an Advertiser may comply with the Code by ensuring that the Consumer is aware of the same information before entering into a contract (Article 28 on flexibility generally, and Articles 44 - 45 on pricing). However, in some cases there is no discretion such as in Article 78 where, in relation to Premium Services, the price must always be clearly stated in the Advertisement.
Vodafone	Question 2	Bundling of services	Finds this requirement excessive. It would not be possible to disclose	The CRA notes the comments. In addition to the changes made to clarify the scope of this obligation

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	(4.4)		all information via SMS promotions. Vodafone does provide a website link where customers can easily obtain such information.	(Articles 40 - 43) the CRA has also clarified that the obligation to disclose information can be complied with either by providing that in an Advertisement or by ensuring that the Consumer is made aware of the same information before entering into a contract.
Ooredoo	Question 2 (4.4)	Bundling of services	Regards requirements such as those regarding bundling to be unnecessary, as it has ample commercial incentive to provide clear and consistent information to prospective customers.	The CRA notes the comment. Changes have been made to the relevant article to clarify the obligations of Advertisers (Articles 40 - 43) and how they may comply with them in such cases.
Vodafone	Question 3 (4.5)	Terms and termination	Submits that provisions on minimum service periods do not belong in the Draft Code as they are already provided for in the Consumer Policy.	The CRA notes the comment. The wording has been clarified to ensure that Advertisements do not mislead in terms of the obligations arising out of the Consumer Protection Policy and in particular Articles 21- 24 (Minimum Contractual Requirements) and where there are such provisions, that this is made clear to Consumers for example by stating “subject to minimum contract period” etc (Article 80).
Ooredoo	Question 3 (4.5)	Terms and termination	Regards this requirement as unnecessary, as providing such information is already standard practice. Ooredoo would favour less specific and a more outcome-based regulation of such issues.	The CRA notes the comment. Ooredoo is referred to the reply above.
Vodafone	Question 4	Consumers rights of	Should not form part of this Draft Code but be part of the Consumer	The CRA notes the comment. Given that After Sales support is important for Consumers the wording has been clarified. Article 62

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	(4.6)	redress	Policy. Also, clause is not very clear, as services don't have warranty. Vodafone usually passes on the OEM warranty to the consumer exactly the same way as other distributors and resellers. No other non-telecommunication distributor/reseller of products except SPs is being imposed with such requirements which Vodafone finds to be discriminatory and excessive.	requires that (a) Advertisements relating to products or services where there is no supply of After-Sales support must make that clear in the advertisement, (b) Advertisements where the After-Sales support is provided through a third party, should state this in the Advertisement as well as the identity of the person that will provide the support. If this cannot be shown in the advertisement, the Advertiser must inform the Consumer of these facts before they enter into a contract.
Ooredoo	Question 4 (4.6)	Consumers rights of redress	Ooredoo would urge MICT to clarify the language on this section which is confusing as currently drafted.	The CRA notes the comment. Ooredoo is referred to the reply above.
Vodafone	Question 5 (4.7)	Consumer obligations	Such provisions do not belong in the Draft Code and should be deleted.	The CRA notes the comment. Given that the Consumer Protection Policy has now been issued the revised draft Code has been amended (Article 80). It makes it clear that Consumer obligations, should they exist, must be included in the Advertisement or their existence at least mentioned and the details being made known to Consumers before they enter into a contract.
Ooredoo	Question 5 (4.7)	Consumer obligations	Appears to be little need to adopt such requirements as formal rules. Ooredoo regards such regulation as unnecessary and overly	The CRA notes the comment. However the CRA considers that the existence of any such obligations is an important factor in Consumer choice. However, given that the Consumer Protection Policy has now been issued the revised draft Code has been amended (Article 80). It makes it clear that Consumer obligations, should they exist, must be

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			burdensome.	included in the Advertisement or their existence at least mentioned and the details being made known to Consumers before they enter into a contract.
Vodafone	Question 6 (4.8)	Instructions for use	Would be more appropriate in the Consumer Policy.	The CRA notes the comment. The wording of the Code has been amended so that the obligation arises to provide such information in response to a request on Advertised Products or Services. (Article 35)
Ooredoo	Question 6 (4.8)	Instructions for use	Regards such a requirement as unnecessarily detailed and a needless interference into its ordinary business practices.	The CRA notes the comment. Ooredoo is referred to the reply above.
Vodafone	Question 7 (4.9)	After sales support	Vodafone does not understand why After Sales Support should form part of this Draft Code – would be more appropriate in the Consumer Policy.	The CRA notes the comment. However, given that After Sales support is important for Consumers, the wording has been clarified in the revised draft code. Article 62 now requires that if (a) there is no After-Sales support it must be stated clearly in the Advertisement, (b) if the After-Sales support is provided through a third party, that this is stated in the Advertisement as well as the identity of person that will provide the support or that the Advertiser must inform the Consumer of these facts before entering into a contract.
Ooredoo	Question 7 (4.9)	After sales support	The need for this requirement is unclear. Imposing such a requirement risks confusion and regulatory disputes regarding the level of support required. Ooredoo supports the removal of the	The CRA notes the comment and refers the respondent to the reply above.

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			proposed requirement.	
Ooredoo	Question 8 (4.10)	Communications of prices etc.	Believes that such onerous and detailed regulation is unnecessary and counterproductive to achieving the broader objectives of meeting the needs of the telecommunications consumers.	The CRA notes the comments. However, the CRA is satisfied that the provisions, in particular as currently clarified (Articles 44 - 45) are not onerous. They are in line with best practice and should always be read in light of the overall objective of the Code - that is to say that Advertisers should not mislead Consumers. Please see also comments below.
Ooredoo	Question 8 (4.10.5)	Communications of prices etc.	Draft Code also contains specific provisions with regard to Terms of Service (Clause 4.10.5). Clause is troubling as it would create a new right of customers to cancel their service in the event a customer disagreed with a prospective change in the terms of service. This would create an enormous level of uncertainty for SPs and provide little benefit to consumers, since any such change in terms of service would have to be approved by MICT. Ooredoo urges MICT to rethink this measure.	The CRA does not consider that the Code creates any new rights in this respect. However, it has clarified the wording of this in the revised draft. As amended, the Code makes it clear that the Advertiser must not state or imply in an Advertisement that unilateral changes to <u>material</u> terms of service are permitted, unless the material changes are approved by the CRA and consumers are given prior notification of such intended change. Advertisers should also not imply that where Consumers do not wish to accept this change that they will only be allowed to terminate their contract subject to a penalty.
Ooredoo	Question 9 (4.11)	Advertising and presentation of	Regard this clause as regulatory overreach and urges MICT to consider more general and flexible regulation to govern such issues.	The CRA notes the comment. However, the CRA is satisfied that the provisions, in particular as clarified in the revised draft, are not onerous. They are in line with best practice and should always be read in the spirit of the Code and the overarching obligation in

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		products/services		Articles 31 -32 - that is to say that Advertisers should not mislead Consumers.
Ooredoo	Question 9 (4.11)	Advertising and presentation of products/services	A distinction must be made between different media types in terms of how much information and how many disclaimers they can reasonably display.	The CRA notes the comment and has amended the draft Code to reflect this. The revised Code (Article 28) makes express provisions and allows for flexibility depending on the advertising media used (i.e. the content, font etc can be adapted depending on the media), subject always to the overall objectives of the Code.
Ooredoo	Question 9 (4.11)	Advertising and presentation of products/services	Places unnecessary restrictions to the capability of SPs to deliver effective advertising. Code does not recognize that different media channels are available to SPs and how these channels are used for different purposes. Media channels differ in purpose and in the amount of data they can deliver.	The CRA notes the comment and has amended the draft Code to reflect this. The revised Code (Article 28) makes express provisions and allows for flexibility depending on the advertising media used (i.e. the content, font etc can be adapted depending on the media). This recognises the fact that different media is used for different purposes (high level advertisements to attract attention as in a billboard v. a detailed advertising leaflet). It also recognises that there may be technical limitations (e.g. SMS). However this flexibility is subject always to the overall objectives of the Code. Where details cannot be provided on an advert they must be made available through other areas to potential Consumers.
Vodafone	Question 10 (4.11.2)	Misleading or deceptive conduct	Not clear what happens when an advertisement is found to be misleading; i.e. what process must be followed to lodge a complaint, and what remedies would be applicable, such as retraction. Rectification measures are not provided in the Draft Code	In the event that the CRA finds that an Advertisement is in breach of the Code or any other relevant legal or regulatory obligation of an Advertiser, it will exercise its powers, as appropriate, under the Telecommunications Law and By Law. Without prejudice to what the CRA may consider as appropriate action in any specific case, it may require the withdrawal of the Advertisement, corrective statement to be issued etc. Any such enforcement action by the CRA would be without prejudice to the rights of Consumers being misled

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			anywhere.	by the Advertisement.
Ooredoo	Question 10 (4.11.1)	Misleading or deceptive conduct	Regards such clauses as unduly onerous and detailed. A general prohibition on misleading or deceptive advertising would be better suited to the current environment.	<p>The CRA notes the comments in light of this, has made some changes to the draft Code allowing more flexibility. For example:</p> <p>a) The CRA has decided to allow more flexibility by placing the onus on the Advertiser to ensure that such disclaimers are properly and appropriately displayed. However, the revised wording of the Code makes it an obligation to ensure that the font size/ colour etc are such that they take into account a number of parameters including but not limited the media being used, the relative size of the fonts, the speed with which text is being displayed and its place in the advertisements. Thus the onus shifts on the</p> <p>b) An express provision must be made where stock is really limited (i.e. will not meet the likely demand). Where the limitations are due to normal network capability or where the stocks are expected to meet the reasonable demand the qualification will not be required. Once again in the event of complaints the Advertiser would have to demonstrate that given the facts it was reasonable not to include the qualifier.</p> <p>In all cases Advertisers should read the Code in light of the overarching provision and aim of the Code not to mislead or deceive Consumers.</p>
Ooredoo	Question 10 (4.11.2)	Misleading or deceptive conduct	Should seek to create an appropriate balance between what is clearly beneficial to the market in the form of creative marketing and	The CRA notes the comments and some changes have been made allowing more flexibility. The examples provided are only that and as such Advertisers may use their creativity subject to ensuring that they

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			<p>advertising and the perceived negative impact “some” advertisements may have because they unduly mislead or are deceptive.</p> <p>Clause 4.11.2 is overly detailed and unnecessarily prescriptive. Room should be made for desirable advertising creativity and for the very nature of advertising, which is to create new needs. The approach set out would effectively disqualify most global advertising claims and headlines.</p>	<p>do not mislead or deceive Consumers.</p> <p>Clause 4.11.2 has been removed given the revised provisions in the latest draft.</p>
Vodafone	Question 11 (4.12)	Special needs consumers	This provision does not belong in the Draft Code and is covered in the TPCC.	The text has been amended with the aim of ensuring that Advertising must take into account the main target group of the Advertisement and that special consideration must be given if the content is likely to be attractive to vulnerable groups, such as children, to ensure that this Advertising is appropriate. Also Advertisers must ensure that people with special needs become aware of products or offers that may be of interest to them. (Article 27.3). The CRA is thus satisfied that the revised wording is appropriate for the Advertising Code.
Ooredoo	Question 12 (4.13)	Areas of specific concern to MICT	Requirements set out in Clause 4.13 are included from the 2011 Guidelines and appear to have been written specifically to deal with the specific issues relevant to	The comments are noted. The CRA has made substantial changes to the Code (Articles 65 and 66 -68) to allow the use of other entities, branding etc subject to specific safeguards. However, Advertisers must always be aware that any uses of different brands, entities etc are subject to specific obligations not least (a) to ensure that Consumers

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			the “Virgin Mobile” dispute. Given that the dispute has been resolved there seems little reason to maintain such onerous regulatory measures, which do little to benefit consumers. Ooredoo urges MICT to remove these requirements and to adopt a general prohibition on misleading branding practices and an understanding that innovative branding strategies are not prohibited.	are always aware as to who will be legally responsible to them for the service and (b) that they should not be misled or deceived.
Specific Article related issues				
Vodafone	4.2.1	Description of a service	Certain acceptable advertising exceptions should apply, as permitted in most jurisdictions.	The comment is noted. The CRA will follow, where appropriate, international norms however, this would be considered on a case by case basis taking into account the state of development of the local market, local customs and sensitivities.
Vodafone	4.2.7	Description of a service – technical jargon	Certain telecommunication terms are common industry terms and reasonably understood by the common man; therefore they should be excluded from the regulation.	The Code has been amended to provide that the language used – including jargon if any – must take into account the main target audience of the Advertisement (Article 27.3). Given the nature of the Code what constitutes technical jargon today may not be jargon tomorrow. Also, what is technical jargon for a lay person may not be for a procurement manager in a big business? As such the Advertiser must, in deciding what is the appropriate language, in all cases take

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				into account the general state of knowledge in Qatar of the product or service being Advertised and the target group of the Advertisement. Thus, the same expression may be acceptable in an Advertisement addressed to big business users, even if not when addressed to home users.
Vodafone	4.3.2	Pricing information	Does not agree that telecommunications service cannot be unlimited in usage. Should agree upon acceptable measures of the term unlimited rather than not using it.	The Code has been amended (Article 47) to provide further guidance as to when is permissible to use the expression “unlimited”, when in reality, restrictions apply. Thus the term “unlimited” should only be used where (a) the service is without any limitation or (b) if subject to a Fair Usage Policy (FUP) provided that the existence of a FUP is disclosed in line with Articles 51 - 52 and that the FUP is fair and reasonable, (i.e. it must affect only atypical users form a small minority of the customer base of a particular service.)
Vodafone	4.3.2	Pricing information	Vodafone agrees that advertisements should not mislead but there are certain restrictions on the communication medium regarding what detail can be given. Vodafone provides appropriate references where the detailed information is accessible. This is standard advertising practice.	The Code has been clarified to take into account the media used for Advertising (Article 27.2). However, the overall obligation that the Advertisement should not be misleading is paramount and Advertisers must always meet that requirement, in the way they present the product, service, price etc, and ensure that the Consumer has access to the necessary information before entering into a contract.
Vodafone	4	Underlying and enforceable	Bundled services are usually priced together to come up with the most beneficial pricing for the customers	It seems that the Respondent has misunderstood the aims of the Code. All that the Advertiser is required to do is ensure that where: a) it claims that bundled services are cheaper if purchased together

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		provisions of the Code	who take more than one service or product. If all bundled services were individually priced, would most likely increase the prices for consumers and the benefit of bundling services will be lost.	<p>this is the case, and</p> <p>b) it can provide to the Consumer a list of the prices for the services if purchased separately, and</p> <p>c) if the consumer wishes to buy those services separately, they are able to do so, unless technically this is not possible (e.g. it is not possible to buy SMS services without a mobile connection).</p> <p>The text of the Code (Articles 40 - 43) has been amended to clarify these objectives.</p>
Vodafone	4	Underlying and enforceable provisions of the Code	Does not agree that it should provide its legal name, trade name and contact details in all advertising. See no need for making this section of this Clause mandatory in all promotional materials. Not aware of any other companies in Qatar being required to do so.	The CRA notes the comment. However, given the aims of the Code, the Advertisements should always include or be clear about who is the party legally responsible to the Consumer for the product or service. Thus, although the CRA has amended this Clause in the revised draft, the Advertiser is still responsible to ensure that the person seeing, reading, listening etc to an Advertisement is able to know who is “responsible” for the product or service.
Vodafone	4.10	Communications of prices etc.	Vodafone agrees that misleading phrases should not be used. But, disagrees that “for life” references should refer to the life of a customer, where the terms and conditions clearly explain what “for life” means.	The wording of the Code has been amended to clarify its requirements when using such an expression in an Advertisement (Article 47).
Vodafone	4.10.1	Communicati	Agree that the footnotes should	The CRA notes the comment and the scope has been clarified in the

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		ons of prices etc. – fine print	not mislead and contradict the claims in the headline or body. But, these small prints and footnotes are required to help explain more prominent claims. Also, minor qualifications should be acceptable in footnotes.	revised Code. An Advertiser may not use a disclaimer or exclusion to negate the principal messages of the Advertisement (Article 48) but may refer to “small print” for detailed terms and conditions.
Vodafone	4.10.3	Communications of prices etc. – technical jargon	Requests clarification on what technical jargon means. Also, submits that some services require technical jargon without which service cannot be clearly communicated. As long as technical terms are not being misused to mislead customers then it should be acceptable.	The Code has been amended to provide that the language used – including jargon if any – must take into account the main target audience of the Advertisement (Article 27.3). Given the nature of the Code what constitutes technical jargon today may not be jargon tomorrow. Also, what is technical jargon for a lay person may not be for a procurement manager in a big business? As such the Advertiser must, in deciding what is the appropriate language, in all cases take into account the general state of knowledge in Qatar of the product or service being Advertised and the target group of the Advertisement. Thus, the same expression may be acceptable in an Advertisement addressed to big business users, even if not when addressed to home users.
Vodafone	4.11.1	Advertising and presentation of products/services	Submits that the requirement to have disclaimers in the same font size as the offer is an unusual and indeed onerous requirement. No such requirements in any Codes worldwide. Requirement would restrict the SPs ability to be able to advertise their service effectively.	The CRA notes the comment and has amended the draft Code to reflect this. The revised Code (Article 27.2) makes express provisions and allows for flexibility depending on the advertising media used (i.e. the content, font etc can be adapted depending on the media). This recognises the fact that different media is used for different purposes (high level advertisements to attract attention as in a billboard v. a detailed advertising leaflet). It also recognises that there may be technical limitations (e.g. SMS). However this flexibility is subject always to the overall objectives of the Code. Where details cannot be

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				provided on an advert they must be made available through other areas to potential Consumers.
Vodafone	4.11.1	Advertising and presentation of products/services	Agrees that a disclaimer must not negate the principal message of the marketing material; however this needs to be distinguished from disclaimers that clarify the exclusions to the offer advertised.	The revised Code allows for this to be provided under the “fine print” provisions (Article 48) provided that any exclusions, if not in the Advertisement are made known to the Consumer before entering into a contract and a reference to the existence of such exclusions is made in the Advertisement itself (Articles 56 - 60).