

Case Reference	R/E/I/008
Title	“Discover today why SingNet Broadband is the better choice” Advertisement by SingNet Pte Ltd
Case Opened	28 September 2001
Case Closed	5 November 2001
Complainant	Singapore Cable Vision Ltd (“SCV”)
Respondent	SingNet Pte Ltd (“SingNet”)
Case Summary	<p>SCV alleged that SingNet had breached Section 7.4.1 “False or Misleading Claims” of the Telecom Competition Code (“Code”) in the following ways:</p> <ol style="list-style-type: none"> a) SingNet’s advertisement attempted to demonstrate that SingNet Broadband’s Internet access was dedicated to a single user while SCV’s was shared across many. And by implication, because of its dedicated access, SingNet’s Broadband’s surfing speeds were therefore faster and SCV’s, because it was shared, decreased in speed as the user pool extended to the whole neighbourhood. b) The said advertisement’s implication that SingNet Broadband’s dedicated access was superior to SCV’s shared network was also misleading. c) The said advertisement “neglected” to mention that it was comparing SCV’s 1.5Mbps access with SingNet’s 256kbps access plan and instead, proceeded to claim that “SingNet Broadband lets you surf at greater consistent speeds...” and was therefore misleading because both services were labelled as “fast” in the single user scenario. d) The said advertisement cited SCV’s name and attempted to discredit SCV’s broadband Internet access service thereby tarnishing SCV’s name as a result.
IDA’s Determination	<p>IDA determined that as SingNet’s advertisement described the access speeds as “fast” and “slow” without indicating the speed of access attainable between the two services, the term “fast” used to describe both services under a single end-user scenario was likely to lead end-users to treat both services as equivalent in terms of access speeds/bandwidth, which might not be the case. SCV’s service could potentially offer access speeds of up to 1.5Mbps whereas SingNet’s broadband access plan used in the advertisement was up to 256kbps. Such differences should be properly presented for comparison purposes and not simply be denoted as “fast” as illustrated by SingNet. The price and quality</p>

comparison made by SingNet in its advertisement without key information on the access speeds/bandwidth in the advertisement also did not provide a fair and objective comparison of the two services.

IDA concluded that SingNet had breached Section 7.4.1 of the Code. SingNet was ordered to immediately cease and desist the advertisement and warned against similar violations in future.