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| Case Reference | R/E/I/025 |
| Title | “Lowest Rate All Day All Night” Advertisements by M1 |
| Case Opened | 03 January 2003 |
| Case Closed | 13 February 2003 |
| Complainant | Singapore Telecom Mobile Pte Ltd (“SingTel Mobile”) and StarHub Pte Ltd (“StarHub”) |
| Respondent | MobileOne Ltd (“M1”) |
| Case Summary | <p>SingTel Mobile and StarHub submitted to IDA that M1 had breached sections 7.4.1 and 7.4.4 of the Telecom Competition Code (“Code”) with regard to its “Lowest Rate All Day All Night” advertisements.</p> <p>Both operators alleged that M1’s tagline was misleading as it falsely implied that M1 offered the lowest call rates all day and all night, even though this was not so.</p> <p>In addition, M1’s statement of having a “better network” was not substantiated and there was no indication as to what criteria or independent measurement it had used to justify its claim.</p> |
| IDA’s Determination | <p>Based on submissions from all parties involved, IDA determined that M1 had breached Section 7.4.1 of the Code with regard to its “Lowest Rate All Day All Night” advertisements.</p> <p>IDA was of the view that M1’s advertisements were reasonably likely to mislead End Users because they falsely implied that M1 offered the lowest call rate to End Users <u>all the time</u> (i.e. all day and all night), whereas M1’s lowest post-paid or pre-paid mobile calling rates were only applicable for certain periods of time and for certain call types.</p> <p>With regard to M1’s “Better Network” tagline, IDA determined that the tagline appeared as a generic statement in its advertisements, based on attributes listed in its advertisements, such as “Smart Dualband”, “More Lifestyle Services”, “1st in Customer Service” etc. and/or in relation to the main focus of each advertisement. IDA was of the view that M1’s tagline did not allude to or make any specific claims that needed to be supported by objective evidence. IDA therefore concluded that M1’s “Better Network” tagline was not reasonably likely to confuse or mislead end-users.</p> <p>IDA rejected the assertion that M1 had breached Section 7.4.4 of the Code, as there was no evidence to suggest that M1’s claim had undermined an existing relationship between another licensee and its end-users or suppliers via improper means (as stated in that section).</p> <p>M1 was ordered to cease and desist from continuing to run its “Lowest Rate All Day All Night” advertisements. IDA also imposed a financial penalty of \$5,000 on M1 for its breach of Section 7.4.1 of the Code.</p> |